MAP 42-15
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JAMES RODGERS SNOW	]	IN THE FOURTH CIRCUIT COURT
	]	
VS.	]	OF DAVIDSON COUNTY, TENNESSEE
	]	
CAROL LEIGH SNOW	]	NO. 67034

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ORDER

This cause came on to be heard this 11th day of May, 1973, before the Honorable John W. Kelley, sitting specially for the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon original bill for absolute divorce filed by James Rodgers Snow, answer and cross-petition filed by Carol Leigh Snow, and announcement to the Court that this case would go off uncontested upon the cross-bill of Carol Leigh Snow, and after testimony of the cross-complainant and her witnesses the Court was of the opinion that the allegations in the cross-bill had been fully sustained, that is, that the cross-defendant has been guilty of such cruel and inhuman treatment as renders cohabitation unsafe and improper for her to be under his dominion and control.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that cross-complainant be and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties is approved by the Court and made a part of this decree, which property settlement agreement reads in words and figures as follows:

1. The wife shall have and retain as her sole and separate property, free and clear of all claims of the husband, all of her personal property and effects which she now has in her possession.

2. The husband shall have and retain as his sole and separate property, free and clear of all claims of the wife, all of his personal property and items which he now has in his possession.

3. All of the wife's right, title and interest in and to the house and lot owned by the parties at 310 East Marthona Road, Madison, Davidson County, Tennessee, shall be divested out of wife and vested in husband. Said property is more fully described as follows:

> Land in the 11th Civil District of Davidson County, Tennessee, being parts of Lots Nos. 172 through 176, inclusive, of Block "B" of the unrecorded plat of the Map of Marthona Subdivision, and being described according to an unrecorded survey made by Ralph W. C. Lambert on October 13, 1962, and more particularly described as a part of the same lands conveyed to C. E. Snow and wife, from John Bogle by deed of record in Book 1855, page 155, Register's Office for Davidson County, Tennessee, as follows:
>
> Beginning at an iron pin in the westerly margin of East Marthona Road (formerly Ezell Road East) 25 feet north of an iron pin at the northeast corner of the lands conveyed to H. E. Brinkley from D. H. Ingland, a description of which is of record in Book 1811, page 439, Register's Office for Davidson County, Tennessee; thence south 84° 50' west 150 feet to an iron pin 5 feet north of the northern boundary of said Brinkley lands; thence north 2° 30' east 100 feet to an iron pin; thence north 84° 50' east 150 feet to an iron pin in the said westerly margin of said East Marthona Road; thence south 2° 30' west to the point of beginning.
>
> Being the same property conveyed to James Rodgers Snow and wife, Carol Leigh Snow, by deed from Clarence E. Snow and wife, Minnie Blanche Snow, of record in Book _____, page _____, Register's Office for said county.

4. Husband agrees to assume and hold wife harmless from any and all liabilities of any kind on any mortgage or other indebtedness existing on said real estate as of the date of this agreement.

5. The parties agree that the wife has had her pick of the household furnishings, fixtures and effects presently located in the parties' home at 310 East Marthona Road, Madison, Tennessee,

and all of husband's right, title and interest in and to said items of furniture, fixtures and effects as has been selected by wife shall be divested out of husband and vested in wife, provided, however, that husband shall be entitled from said household furnishings, fixtures and effects to one television set and a bedroom suite.

6. Husband agrees that he shall cause to be transferred to the wife's name, a 1972 Plymouth automobile presently used by the parties, so that the title thereto shall reflect only the wife as the title holder to said vehicle.

7. Husband agrees with wife that for bills, debts and liabilities of the parties incurred by them, which include automobile damage resulting in an accident of $300 to $400, doctor's bill for the children of $111, doctor's bill for herself of $80, and $400 paid by wife for private schooling for the children, the husband shall have twelve months from the date of the final decree to pay to wife the sum of $1,000 for these liabilities.

8. Husband shall continue to carry the parties' minor children, Vanessa DyLane Snow and Shannon Leigh Snow, on his medical and hospitalization insurance, and further shall cause a certain insurance policy on husband's life in the face amount of Fifty Thousand ($50,000.00) Dollars through Preferred Risk Mutual Insurance Company to be made payable to said children as the beneficiaries.

9. The parties hereto agree that wife shall have the full care, custody and control of the parties' minor children, Vanessa DyLane Snow, age nine (9) years and Shannon Leigh Snow, age seven (7) months, subject to the rights of the husband to visit with said children and to have said children with him from 5:00 P.M. Saturday afternoon until 5:00 P.M. Sunday afternoon of each week.

10. Husband agrees to pay to the wife, the sum of Two Hundred ($200.00) Dollars each month as support for said minor children. Said monthly support payments are to be made by husband to wife on or before the 15th day of each month, and shall be made through the Clerk of the Court plus the usual commission.

11. Each party shall pay their own attorney's fees.

12. The husband shall claim the children on his income tax return.

13. Immediately upon the hearing and granting of this divorce the husband shall pay to the wife the sum of $7,500 cash.

14. There is a certain tape and letters involving the wife. The location and identity of this tape and letters and their identity is known to the parties and to their counsel. They agree that the originals of all of these shall be delivered to counsel representing the wife; that all copies will be destroyed and each of the parties gives a solemn pledge of silence as to the contents thereof.

15. The parties expressly agree that neither of them will discuss any of the charges or countercharges either may have made against the other or any of the evidence either of them could or might have presented, or any other derogatory matter pertaining to either of them, and that they will make a good faith effort to cause their friends and associates to discontinue any such discussion. Each of them agrees that nothing will be done or said, directly or indirectly, to prejudice the present or any prospective employment, occupation or calling pursued by the other.

16. The Court cost will be taxed against the husband.

17. Husband will also pay the Court Reporter for her attendance for the purpose of taking a deposition on March 6, 1973.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this the 31st day of March, 1973.

/s/ Carol Leigh Snow

/s/ Jack A. Butler, Attorney

/s/ James Rodgers Snow

/s/ Terry McNabb, Attorney

It is further ORDERED, ADJUDGED and DECREED by the Court that the cross-defendant shall hold the cross-complainant harmless on any loan outstanding for a 1972 Plymouth automobile to be transferred to cross-complainant by cross-defendant and that the cross-defendant shall be responsible for the payments on this automobile until the loan is paid in full.

Enter this 15 day of May, 1973.

SPECIAL JUDGE

APPROVED FOR ENTRY:

Terry McNabb, Attorney for Complainant and Cross-Defendant

Jack A. Butler, Attorney for Defendant and Cross-Complainant

I certify that a copy of the foregoing Order has been mailed to Mr. Terry McNabb, Attorney for Cross-Defendant, this 15th day of May, 1973.

Jack A. Butler

Mrs D. K. Woodard
223 Madison St.
Madison, Tn 37115

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IDENTIF. REFERENCE

SEP 6 10 39 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

SEP-6RD MISC B* 12.00 * 12.00

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* James Rodgers Snow *Plaintiff, and* Carol Leigh Snow *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 5th. *day of* September *in the year one thousand nine hundred and* Seventy-Eight *and in the* 203rd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By June Smith, *D. C.*

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