DON DAVIS] IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS.]

NO. 62920

INA ANITA DAVIS]

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D E C R E E

This cause came on to be heard before the Honorable Benson Trimble, Judge, Division IV of the Circuit Court of Davidson County, Tennessee, upon this the 11th day of October, 1971, upon the original bill of complainant, the answer thereto, the cross-bill and the answer thereto. The matter having been transferred from the contested docket to the uncontested docket by order previously entered, and it being announced to the Court that the original complainant desired to withdraw his complaint, the matter was considered by the Court upon the cross-complaint, and proof was submitted to the Court by interrogatories, permission having been previously obtained from the Court therefor. From a review of the entire record of this cause, including the pleadings, the interrogatories of the cross-complainant and her corroborating witnesses, statement of counsel made in open court, etc., the Court is of the opinion that the cross-complainant did successfully sustain the grounds for divorce alleged in her cross-complaint, that is, that the cross-defendant has been guilty of such cruel and inhuman treatment toward her as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the cross-complainant is granted an absolute divorce from the cross-defendant, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved, and the cross-complainant is restored to all the rights and privileges of an unmarried person.

RECORDERS MEMO
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It is further ORDERED, ADJUDGED and DECREED that the absolute care, custody and control of the minor children of the parties, to wit, Lorrie Frances and John Christopher, shall be vested in the cross-complainant, with the right and privilege of the cross-defendant to see and visit said aforementioned children at all reasonable times and places.

It further appearing to the Court that the parties had entered into an agreement pertaining to the support and maintenance of said aforementioned minor children to the effect that so long as the cross-defendant's annual income shall not exceed the sum of $10,000.00 per year, that the cross-defendant shall pay to cross-complainant for support of said aforementioned children the sum of $200.00 per month, payable by appropriate check or money order directly to the cross-complainant on or before the 5th day of each month, subsequent to the entry of this order. This arrangement being satisfactory to the Court, and based upon cross-defendant's assertion that his income is, in fact, less than $10,000.00 per year, the aforementioned agreement is approved and ratified by the Court, and it is accordingly ORDERED, ADJUDGED and DECREED.

It is further ORDERED, ADJUDGED and DECREED that the cross-defendant shall carry such hospitalization and medical insurance as to cover the medical needs for the minor children.

As alimony in solido, all of the household furnishings located in the home of the parties on 109 Cunniff Parkway, Goodlettsville, Tennessee, shall become the absolute property of the cross-complainant. The cross-defendant will retain his personal effects and his automobile.

RECORDER'S MEMO:
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It further appearing to the Court that the parties have agreed upon a division of certain real properties, and the Court being pleased to ratify said agreement, it is accordingly ORDERED, ADJUDGED and DECREED that said aforementioned real properties formerly owned by the parties as tenants by the entirety shall hereinafter be vested as follows:

All of cross-defendant's right, title and interest in and to the home of the parties located at 109 Cunniff Parkway, in Davidson County, Tennessee, as is now vested in cross-defendant shall be divested from cross-defendant and shall become the property of the cross-complainant in fee simple. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Pleasant Hill, as of record in Book 2900, page 69, said Register's Office.
>
> Said Lot No. 3 fronts 135 feet on the south side of Cunniff Park Way, and runs back between parallel lines, 320 feet to a dead line in the rear.
>
> Being the same property conveyed to Donald S. Davis and wife, Anita C. Davis, by deed from L. B. Jones and wife, Robbye R. Jones, of record in Book 3641, page 415, Register's Office for Davidson County, Tennessee.

Cross-complainant shall assume the responsibility for the existing mortgage thereon.

All of cross-defendant's right, title and interest in and to land located in Cheatham County, Tennessee, as is now vested in cross-defendant shall be divested from cross-defendant and shall become the property of the cross-complainant in fee simple. Said property is more particularly described as follows:

> Being Lot No. 6 (six) in Murff Acres Subdivision, as shown on plan of said Subdivision of record in Deed Book 116, page 463, Register's Office for Cheatham County, Tennessee, to which record, reference is here expressly made.

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Subject to the restrictions of record in Deed Book 122, page 303, said Register's Office.

Being the same property conveyed to Donald S. Davis and wife, Ina Anita Davis, by deed from Grace Murff and George Eli Murff, Jr. and Frances Murff, of record in Book 128, page 307, Register's Office for Cheatham County, Tennessee.

Cross-complainant will assume the responsibility for any existing mortgage or indebtedness on said aforementioned property.

All of cross-defendant's right, title and interest in and to land located in Marshall County, Tennessee, as is now vested in cross-defendant shall be divested from cross-defendant and shall become the property of the cross-complainant in fee simple. Said property is more particularly described as follows:

Land in the 1st Civil District of Marshall County, Tennessee, and being more particularly described according to a survey and plat made by Stephen A. Draper, Surveyor, on June 5, 1963, as follows to wit: Beginning at a point in the center of Ring Road and thence north 7° east 1201 feet; thence north 4° 45' east 1285 feet; thence north 88° 30' east 850 feet to a point, being the northwest corner of a tract of land heretofore conveyed to Harold R. Green and wife, Kathryn Green, by the said W. A. Jones and A. J. Meadows, Jr., which point is 215 feet west of the northeast corner of the Green's lands; thence south 4° 45' west 2619 feet to a point 40 feet, more or less, south of the southside of Ring Road and also being the southwest corner of the Green lands; thence north 83° west 895 feet to the point of beginning and containing according to said survey 50.3 acres, more or less.

Being the same property conveyed to Donald S. Davis and wife, Anita Carter Davis, by deed from Ed Turrentine and wife, Ethelyne Turrentine, of record in Book H5, page 101, Register's Office, Marshall County, Tennessee.

Cross-complainant shall assume the responsibility for the existing mortgage thereon.

All of cross-complainant's right, title and interest in and to land located in Baldwin County, Alabama, as is now vested in cross-complainant shall be divested from cross-complainant and shall become the property of the cross-defendant in fee simple. Said property is more particularly described as follows:

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Lot One (1), Block "E", Unit 1, Surfside Shores, a Subdivision, according to a plat thereof of record in the office of the Judge of Probate of Baldwin County, Alabama, in Map Book 5, page 190.

Being the same property conveyed to Donald S. Davis and wife, Ina Anita C. Davis, by deed from the First National Life Insurance Company, of record in Book 400, page 76, 77, 78 and 79 of the Register's Office for said County.

Cross-defendant shall assume the responsibility for the existing mortgage thereon.

As additional alimony, the cross-defendant shall pay to Jack Norman, Jr., solicitor for the cross-complainant, the sum of $300.00 for services rendered cross-complainant in this cause.

The cross-defendant shall pay the costs of this cause, all for which execution may issue, if necessary.

Entered this _____ day of October, 1971.

S Benson Trimble
JUDGE

APPROVED FOR ENTRY:

_____
Jack Norman, Jr.
Attorney for Cross-Complainant

_____
J. W. Rutherford
Attorney for Cross-Defendant

I certify that I have mailed a copy of this Decree to Mr. James W. Ruthrford, attorney, Nashville Bank & Trust Building, Nashville, Tennessee, this 15 day of October, 1971.

_____
Attorney

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IDENTIF. REFERENCE

SEP 26 9 37 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

SEP 26 MISC B* 12.00 * 12.00

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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~~ true copy ~~transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Don Davis *Plaintiff, and* Tina Anita Davis *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* 22nd *day of* March *in the year one thousand nine hundred and* seventy-Three *and in the* 197th *year of American Independence.*

GEORGE L. ROOKER, Clerk.

By Tony Bowen, D. C.