File Box 7
SATURN & MAZE

MARY JANE BOLES	)	
	)	IN THE FOURTH CIRCUIT COURT OF
	)	
vs.	)	DAVIDSON COUNTY, TENNESSEE
	)	
	)	NO. 71814
RICHARD CARLTON BOLES	)	

M-146-16
P— 68

BOOK 5490 PAGE 602

FINAL DECREE

This cause came on to be heard the 17th day of May, 1974, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill of the complainant, personal service of process on the defendant and pro confesso entered thereon and from the testimony of witnesses heard in open Court, statement of counsel, written property settlement agreement submitted to the Court having been executed by the parties and the entire record, from all of which the Court is of the opinion that the defendant, Richard Carlton Boles, is guilty of such cruel and inhuman treatment or conduct towards the complainant as renders further cohabitation unsafe and improper for her to be under his dominion and control.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the bonds of matrimony subsisting between the plaintiff and the defend nt be and they hereby are absolutely and perpetually dissolved and the plaintiff, Mary Jane Boles, be and she hereby is granted an absolute divorce from the defendant, Richard Carlton Boles, and restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the plaintiff and the defendant have previously executed a property settlement agreement which document has been filed and made a part of the record in this cause and approved by the Court, and which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT BOOK 5490 PAGE 603

THIS AGREEMENT made and entered into this 11th day of April, 1974, by and between Mary Jane Boles and Richard Carlton Boles, both of Nashville, Davidson County, Tennessee.

WHEREAS, the parties are presently man and wife and Mary Jane Boles has filed a bill for divorce from her husband, Richard Carlton Boles, which is presently pending as an uncontested divorce.

WHEREAS, the parties are entering into this agreement for the sole purpose of assisting the court in making a distribution of the jointly owned property;

NOW, THEREFORE, it is mutually agreed as follows:

1. Mary Jane Boles will get title to the property that the parties are presently purchasing at 510 Landon Drive, Nashville, Tennessee and will assume the obligation of all outstanding mortgages on this property.

2. Mary Jane Boles will retain title to all items of furniture and personal property which are located in the house at the above address.

3. Each of the parties will retain the car that they are presently using and each will assume the obligation to pay any remaining balance on the car in their respective possessions.

4. Richard Carlton Boles will retain all boats and motors for said boats.

5. The parties presently have a savings account in the Commerce Union Bank which account will be closed and the amount on deposit including all accrued interest will be divided equally between the parties at the next interest paying date.

6. There is presently a savings account in the Third National Bank, Green Hills Branch, in the name of the parties minor child, Karen Marie Boles, in an amount exceeding $900.00 and it is agreed that this account will remain in the child's name and that Mary Jane Boles' name will be added to said account and in order to make any withdrawal the joint signature of both Mary Jane Boles and Richard Carlton Boles will be required.

7. Richard Carlton Boles agrees to pay to Mary Jane Boles the sum of $70.00 on the 15th and 30th day of each month for a total of $140.00 per month beginning with the 15th day of April, 1974, for the support and maintenance of the minor child of the parties.

8. It is further agreed that Mary Jane Boles will have the principal custody of the minor child of the parties, Karen Marie Boles.

9. It is further agreed that Richard Carlton Boles will have visitation rights with the minor child every Saturday from 4:00 p.m. until 8:00 p.m., that he will pick up said minor child at the residence of Mary Jane Boles and return the child to the residence of Mary Jane Boles. It is agreed however that these visitations will be exercised by Richard Carlton Boles picking up the child and taking her to the home of his aunt and that at no time will he be allowed to exercise said visitation rights if he has had any intoxicant to drink. Further, in addition to the above visitation hours, on the 3rd Saturday of each month he will pick up said minor child at the home of Mary Jane Boles at 4:00 p.m. in the afternoon and have the child with him at his aunt's house until 9:00 a.m. on Sunday morning again with the requirement that he have no intoxicant to drink during the entire time of the visitation.

~~10. Richard Carlton Boles agrees to pay James C. Summers,~~

~~attorney for Mary Jane Boles, the sum of $350.00 as his reasonable attorney's fee.~~

11. Mary Jane Boles and Richard Carlton Boles agree that they will execute any and all papers necessary to effect transfer of title to any of the aforementioned pieces of property, either real or personal.

It is understood and agreed that this instrument is not an agreement to obtain or not to obtain a divorce nor does it effect in any way the rights of the parties to prosecute his or their suits in the Fourth Circuit Court of Davidson County, Tennessee or the right of the other party to defend same, but is simply and solely a property settlement agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this 11th day of April, 1974.

J C Summers
WITNESS

Mary Jane Boles
MARY JANE BOLES

[illegible]
WITNESS

Richard Carlton Boles
RICHARD CARLTON BOLES

It further appearing to the Court that the plaintiff, Mary Jane Boles, is a fit and proper person to have the care, custody and control of the minor child of the parties, Karen Marie Boles,

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the care, custody and control of said minor child is hereby awarded to the plaintiff with the right of the defendant to see and be with her at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all right, title and interest that the defendant, Richard Carlton Boles, has in the property owned by the parties at 510 Landon Drive, Nashville, Tennessee, be and the same hereby is divested out of him and vested in the complainant to her sole and separate use. Said property is more particularly described as follows:

Being Lot No. 58 on the Plan of Brentwood Hall, Sec. III, as of record in Book 2133, page 14, Register's Office for said County.

Said Lot No. 58 fronts 96 feet on the north side of Landon Drive, and runs back 178.2 feet on the west line and 185.1 feet on the east line, which is a broken line, to a dead line in the rear on which it measures 64 feet.

Being the same property conveyed to Richard C. Boles and wife, Mary Jane Boles by deed from James Edward Kennon and wife, Alice Boyd Kennon, as of record in Book 4517, Page 239, said Register's Office.

The defendant, Richard Carlton Boles, will pay the costs in this cause for which execution may issue if necessary.

BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

Attorney for Plaintiff

Attorney for Defendant

88A/251

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* Mary Jane Boles *Plaintiff, and* Richard Carlton Boles *Defendant, as same remain of record in said Court.*

True Copy

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 34th *day of* August *in the year one thousand nine hundred and* Seventyu-Nine *and in the* 204th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D Sutton, *D. C.*

Form #GR-117

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IDENTIF. REFERENCE

AUG 30 8 42 AM '79

FELIX Z. ALLISON II REGISTER
DAVIDSON COUNTY, TENN.

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