IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MARY LEE (WALLACE) ROGERS,]
]
Plaintiff]
] BOOK 5611 PAGE 592
VS.] NO. 95200
]
JOHN THOMAS ROGERS,]
]
Defendant]

FINAL DECREE

This cause came to be heard on the 11th day of May, 1979, before the Honorable Harry Lester, Judge of The Second Circuit Court, upon the original complaint filed by the Plaintiff, testimony of the Plaintiff and her corroborating witnesses, statements from counsel, and the entire record, from all of which the court found:

That the Plaintiff is entitled to an Absolute Divorce from the Defendant, and that she should be restored to all privileges of an unmarried person, in that, the Defendant is guilty of such cruel and inhuman treatment as would render cohabitation unsafe and improper.

The court further found that the house and lot belonging to the parties at 500 Moss Landing Drive, Antioch, Tennessee, should be divested out of the Defendant, and vested into the Plaintiff, as her sole and exclusive property.

The court further found that the furniture and furnishings owned by the parties have already been divided by them, and that each shall have that furniture and furnishings in his or her possession, as his or her sole and exclusive property.

The court further found that the 1976 Monte Carlo automobile owned by the parties shall be the sole and exclusive property of the Plaintiff.

The court further found that the Defendant will pay to the Plaintiff one half of the housenote, which shall include principal, interest, taxes and insurance on the residence at 500 Moss Landing Drive, Antioch, Tennessee, until same is sold or until the mortgage is paid off.

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The court further found that the Defendant will pay to the Plaintiff the sum of Fifty Dollars ($50.00) per week child support,until the youngest child reaches the age of eighteen (18) years.

The court further found that the Defendant will maintain the parties' minor children on his medical and dental insurance for so long as he stays at the Avco Company, and that he will notify the Plaintiff if he leaves the company, or if he fails to make any premium payment.

The court further found that the Defendant, for so long as he is employed at Avco, will pay for all of his children's college education, if either of them should desire to seek a college education at an institute of higher learning. If the Defendant, at the time the parties' minor children go to college, is no longer employed at Avco, he will pay one half of the college expenses for them.

The court further found that the Defendant will maintain his children as irrevocable beneficiaries on his life insurance policies, for so long as he is with Avco, and that if he shall leave the company, he will give his wife notice if he no longer desires to pay the premiums on said insurance.

That the Defendant will pay the debts owed by the parties at BankAmericard, Master Charge of the Bank of Virginia, Master Charge of Central National Bank, VISA of Richmond, Virginia, VISA card and Avco, and that he will hold his wife harmless on said debts, and remove her name from said accounts.

That the Defendant will pay to Eleanor T. Mead, attorney for the Plaintiff, the sum of Three Hundred Fifty Dollars ($350.00) and the costs of this cause.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Mary Lee (Wallace) Rogers, is hereby awarded an Absolute Divorce from the Defendant, John Thomas Rogers, and is restored to all rights of an unmarried person.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the house and lot owned by the parties at 500 Moss Landing Drive, Antioch, Tennessee, the correct legal description as follows:

> Land in Davidson County, Tennessee, being Lot No. 71 on the Plan of Percy Priest meadows, Section Two, as of recor in Plan Book 4860, page 15, Register's Office for said County, described as follows:
>
> Beginning on the northeasterly margin of Moss Landing Drive at the corner of Lots No. 71 and 72; thence with the line between said two lots northeasterly 135.34 feet; thence South 54 degrees 02' east 35.30 feet; thence South 04 degrees 09' east 42.40 feet to the northwesterly margin of Brantley Drive; thence with the same southwesterly 84.40 feet to the beginning of a curve; thence around said curve westerly 39.27 feet to the northerly margin of Moss Landing Drive; northwesterly 108.80 feet to the beginning.
>
> Being the same property conveyed to Aubrey L. Hearing and Bobby C. Mobley as tenants in common from Melvin Jones, et al as of record in Book 5067, page 346, RODC; the said Bobby C. Mobley having since died in testate leaving an insolvent estate, and such decedents interest in such property being conveyed under this instrument by R.E. Worrall as County Court Clerk as authorized by Court Order as of record in MB 254, page 148, Office of County Court Clerk for Davidson County, Tennessee, and as placed of record in Book 5375, page 96, RODC, in his capacity as such County Court Clerk and no further or otherwise.
>
> Being the same property conveyed to John T. Rogers and wife, Mary Lee Rogers, in Book 5382, page 221, Register's Office for Davidson County, Tennessee.

shall be divested out of the Defendant and vested in the Plaintiff, as her sole and exclusive property.

All furniture and furnishings owned by the parties have already been divided, and those items in the Plaintiff's possession shall be her sole and exclusive property and that those items in the Defendant's possession, shall be his sole and exclusive property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the 1976 Monte Carlo automobile owned by the parties, shall be the sole and exclusive property of the Plaintiff, Mary Lee (Wallace) Roger and she shall have all right, title and interest to same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant, John Thomas Rogers, will pay to the Plaintiff, Mary Lee (Wallace) Rogers, one half of the house payment, on the

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property at 500 Moss Landing Drive, Antioch, Tennessee, which amount shall include the principal, interest, taxes and insurance. Said amount is to be paid until the property is sold, or until the mortgage is paid off.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant will pay to the Plaintiff, Mary Lee (Wallace) Rogers, the sum of Fifty Dollars ($50.00) per week for child support, until the youngest child reaches the age of eighteen (18) years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant, John Thomas Rogers, will maintain the parties' minor children on his medical and dental insurance for so long as he is employed at Avco. If the Defendant leaves the employment of Avco, or fails to make said premium payment, he will notify the Plaintiff of same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant, John Thomas Rogers, for so long as he is employed by Avco, will pay the entire college expenses for either of his minor children, if they desire to seek a college education at an institute of higher learning. If the Defendant is no longer employed at Avco, at the time that either of his children desire to seek a college education, then he will pay one half of the college expenses for either of these children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant, John Thomas Rogers, will maintain his children as irrevocable beneficiaries on his life insurance policies, for so long as he is employed with Avco, and that if he shall leave the employment of Avco, he shall give his wife notice of same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant will pay the debts owed by the parties at BankAmericard, Master Charge of Bank of Virginia, Master Charge of Central Bank, National Bank VISA of Richmond, Virginia, VISA card and Avco, and that he will hold his wife harmless on same, and remove her name from said accounts.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant, John Thomas Rogers, will pay to Eleanor T. Mead, the attorney for the Plaintiff, the sum of Three Hundred Fifty Dollars ($350.00) for attorney's fees, and that he will pay the costs of this cause.

Harry S Lester
JUDGE HARRY LESTER

Enter This 17 Day of May, 1979

Eleanor T. Mead
Eleanor T. Mead,
Attorney for Plaintiff

FILED
JUN 11 1 58 PM '79
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENNESSEE

IDENTIF. REFERENCE

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I certify that I have mailed a copy of the foregoing Final Decree to John Thomas Rogers, at his place of employment at Avco Financial Services, at 311 Plus Park Blvd., Nashville, Tennessee, this 15th day of May, 1979.

Eleanor T. Mead
Eleanor T. Mead

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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* true copy ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* MARY LEE (WALLACE) ROGERS *Plaintiff, and* JOHN THOMAS ROGERS *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* 11th *day of* June *in the year one thousand nine hundred and* eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Schrader, *D. C.*

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