82-7-367 KS
59-10-161 KS
59-10-38 KS

1-3-80
39B/832

IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

CARMELIA DeSHAZER GREGORY *

BOOK 5614 PAGE 573

vs. NO. 85301

JAMES FLOYD GREGORY *

FINAL DECREE

This cause came on to be heard before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, this 5th day of December, 1979, upon the original Petition for Separate Maintenance, Amended Complaint for Divorce, Property Settlement Agreement entered into by and between the parties, testimony of the Plaintiff, statement of counsel and the entire record from all of which the Court finds that the parties have suffered irreconcilable differences between them that renders continuation of the marriage impossible, and that the parties are entitled to a divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, Carmelia DeShazer Gregory be granted an absolute divorce from the bonds of matrimony presently subsisting between her and the Defendant, James Floyd Gregory, and she is restored to all of the rights and privileges of an unmarried person.

The Court further finds that the Property Settlement Agreement entered into by and between the parties is fair and reasonable, and it is accordingly approved by the Court. This Agreement is, in words and figures, as follows:

PROPERTY SETTLEMENT

James Floyd Gregory and Carmelia DeShazer Gregory agree to settle the distribution of their property in this matter as follows:

Carmelia DeShazer Gregory gets the following:

1. The house at 3824 Dunbar Drive. He will execute a deed upon delivery of same to him. She will pay the present indebtedness, taxes and insurance. All the contents are hers.

2. The lot at Augusta Drive, subject to the provisions which follow concerning his interest, and he will sign a deed as above.

3. The insurance policies on his life which she is holding. He will execute transfer documents upon their delivery to him, and will not further encumber these policies or change the beneficiary.

4. The pistol her father owned.

5. The golf clubs her father allegedly gave him. He will ship these to her immediately.

6. The silver dollars in the coin collection.

7. If her car is not titled to her, he will transfer title, and vice versa.

James Floyd Gregory gets the following:

1. The house at 621 Lischey Avenue. He will pay the present indebtedness, and all future (including 1979) taxes and insurance. She will execute a deed upon delivery of same to her. He will receive all rent beginning January 1, 1980. All the contents are his.

2. An amount equal to 1/2 of the present appraised value of the Augusta Drive lot, subject to the provisions which follow concerning items which he must pay to her.

3. The balance of the coin collection after removal of the silver dollars, and his mother's dishes.

4. The Volkswagen in her yard.

5. The antique 25 cal. revolver, 8 day watch and cigarette lighter watch which he believes were in the safe deposit box.

In addition to the above, he will reimburse her for (a) the $2,958.72 she paid to First American to pay back money borrowed to give to his brother, and (b) all provable charges paid by her charged to their account by Ida Etter, or charged by him as gifts to Ida Etter, or charged by him to visit Ida Etter or her family, with credit being given for amounts paid on those accounts by Ida Etter.

She will pay to him the value of his 1/2 interest in the Augusta Drive lot 20% for 5 years, beginning Decemberl, 1980, for which he will have a lien under the Court's order against the lot, after receiving credit for the amounts referred to in the above (preceeding) paragraph. If those credits exceed the value of his interest in the lot, she shall be paid the difference from the $2,891.83 insurance proceeds being held by his lawyer for that purpose. After these amounts have been determined he shall receive the balance of the $2,891.83 check, less that portion of the premium on that policy paid by her which was attributable to his coverage only, which portion of premium shall be returned to her.

Executed at Nashville, Tennessee this 5th day of December, 1979.

/s/ Richard D. Speight	/s/ James Floyd Gregory
Witness	James Floyd Gregory
/s/ Roy A. Miles, Jr.	/s/ Carmelia D. Gregory
Witness	Carmelia DeShazer Gregory

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that all right, title and interest in and to the hereinafter described real property located at 3824 Dunbar Drive and the unimproved lot at 3805 Augusta Drive, said lot being adjacent to the Dunbar Drive property, be transferred out of Defendant, James

Floyd Gregory, and into the Plaintiff, Carmelia DeShazer Gregory. Carmelia DeShazer Gregory will assume and continue to satisfy the present indebtedness owing on these parcels of real estate, together with all taxes and insurance. These properties are more particularly described as follows:

3824 Dunbar Drive, Nashville, Tennessee:

Land in Davidson County, Tennessee, being Lot No. 25 on the Plan of Sec. I, Royal Garden Estates, as of record in Book 3700, page 29, Register's Office for said County, described as follows:

Beginning at a point in the easterly margin of Dunbar Drive, at the corner of Lots 25 and 26; thence with the line between said lots, easterly 115.7 feet to a point; thence southerly 136.4 feet to a point in the northerly margin of Augusta Drive; thence with the margin of the same westerly 114.89 feet to a point at the beginning of a curve; thence around said curve, northeasterly 39.27 feet to a point in the easterly margin of Dunbar Drive; thence with the margin of the same, northerly 115 feet to the beginning.

Being the same property last conveyed to James Floyd Gregory and wife, Carmelia D. Gregory by deed from W. C. Allen and wife, Irene N. Allen, of record in Book 4045, page 552, Register's Office of Davidson County, Tennessee.

3805 Augusta Drive, Nashville, Tennessee:

Being Lot No. 383 on the Plan of Hayes Manor Subdivision, Section 3, of record in Book 4175 , page 11, Register's Office for said County, as follows:

Said Lot No. 383 fronts 101.48 feet on the northerly side of Augusta Drive and runs back 136.40 feet on the westerly line and 208.2 feet on the easterly line to a dead line measuring 94.31 feet thereon.

Being the same property last conveyed to James F. Gregory and wife, Carmelia Gregory, by deed from W. C. Allen and wife, Irene N. Allen, of record in Book4253, page 987, Register's Office of Davidson County, Tennessee.

IT IS FURTHER ORDERED by the Court that all right, title and interest in and to the household furniture and furnishings, personal belongings, and all contents of the residence located at 3824 Dunbar Drive, Nashville, Tennessee, be transferred out of James Floyd Gregory and into Carmelia DeShazer Gregory.

IT IS FURTHER ORDERED by the Court that all right, title and interest in and to certain insurance policies on the life of James Floyd Gregory with Pilot Life Insurance Company, these policies being No. 0684578 and No. 0707059 and 0773810, be conveyed out of

James Floyd Gregory and into Carmelia DeShazer Gregory, and the said James Floyd Gregory will execute such documents, forms or muniments of title as is necessary to change ownership of these policies of insurance. James Floyd Gregory has represented to the Court that these policies have not been encumbered since 1977, and he is ORDERED by the Court not to further encumber them in any manner whatsoever.

THE COURT FURTHER ORDERS that all right, title and interest which James Floyd Gregory has in a pistol, and a set of golf clubs previously owned by Plaintiff's father, the silver dollars in a coin collection, and the automobile which she has been using for her transportation be transferred out of James Floyd Gregory and into Carmelia DeShazer Gregory. James Floyd Gregory will forthwith deliver the golf clubs, and will execute any and all documents of title, certificates of ownership, or other muniments of title to the automobile Plaintiff has been using, if necessary to transfer title.

THE COURT FURTHER ORDERS that all right, title and interest in and to the real property located at 621 Lischey Avenue, as hereinafter more particularly described, be transferred out of Carmelia DeShazer Gregory and into James Floyd Gregory. James Floyd Gregory will assume the present indebtedness owing on this property, together with all taxes and insurance (including 1979). This property is more particularly described as follows:

621 Lischey Avenue, Nashville, Tennessee:

Land in Davidson County, Tennessee, being Lot No. 11 on the Plan of Village Manor, as of record in Book 3300, page 55, Register's Office for said County. Said lot fronts 18.33 feet on the east side of North Fourth Street and runs back 158.98 feet on the northerly line and 158.96 feet on the southerly line to a dead line in the rear on which it measures 18.33 feet.

Being the same property last conveyed to James F. Gregory and wife, Carmelia D. Gregory by deed from Townhouse, Inc., of record in Book _____, page _____, Register's Office of Davidson County, Tennessee.

This conveyance is made subject to restrictions filed for record March 22, 1962, in Book 3368, page 23, in Book 3375, page 261, filed for record May 9, 1962, and in Book 3399, page 276, filed for record June 5, 1962, Register's Office for said County.

IT IS FURTHER ORDERED by the Court that all right, title and interest in and to the household furniture and furnishings, and all contents of the residence located at 621 Lischey Avenue, Nashville, Tennessee, be transferred out of Carmelia DeShazer Gregory and into James Floyd Gregory. James Floyd Gregory will be entitled to all rental income commencing January 1, 1980 received on this property.

THE COURT FURTHER ORDERS that all right, title and interest in and to a coin collection (with the exception of the silver dollars previously mentioned), an antique 25 caliber revolver, and 8 day watch and cigarette lighter watch, dishes which had previously belonged to his mother, and a Volkswagon automobile located at 3824 Dunbar Drive, Nashville, Tennessee, be transferred out of Carmelia DeShazer Gregory and into James Floyd Gregory. Carmelia DeShazer Gregory will allow James Floyd Gregory to remove the Volkswagon from her premises, and will deliver the coin collection and other items abovementioned.

THE COURT FURTHER ORDERS that the parties obtain an appraisal of the lot located at 3805 Augusta Drive, Nashville, Tennessee, above described, as soon as practicable. The Court awards James Floyd Gregory an amount equal to one-half (1/2) of the fair market value of this lot, subject to credits, off-sets and adjustments hereinafter ordered. A lien is specifically reserved against this lot for the payment of any balance owing under this provision of this decree, if any. Plaintiff will be permitted to pay the balance owing at the rate of 20% per year for a period of five years beginning December 1, 1980.

IT IS FURTHER ORDERED by the Court that James Floyd Gregory will reimburse Carmelia DeShazer Gregory the sum of $2,958.72, this being the amount she was obligated to repay First American National Bank on a loan for the benefit of the brother of James Floyd Gregory. Further, he will reimburse Carmelia DeShazer Gregory any and all provable charges which Carmelia DeShazer Gregory has paid as a result of charges made to her account

by Ida Etter or charges made by James Floyd Gregory for gifts to Ida Etter, or charges made by James Floyd Gregory for visits made to Ida Etter or members of her family, which charges have not been reimbursed by Ida Etter. He will further reimburse Carmelia DeShazer Gregory all sums which she has paid for health and accident insurance premiums for James Floyd Gregory.

THE COURT FURTHER ORDERS that this matter shall be retained in Court until such time as the amount due under the foregoing paragraph is ascertained. Thereupon, the amount owing to Carmelia DeShazer Gregory shall be first deducted from the amount which is determined to be one-half of the fair market value of the 3805 Augusta Drive property. If there be any balance owing to Carmelia DeShazer Gregory, such balance shall thereupon be deducted from funds which are presently being held in escrow by the Honorable Richard D. Speight, in the amount of $2,891.83. After full payment to Carmelia DeShazer Gregory of all amounts owing to her, the balance remaining, if any, shall be paid to James Floyd Gregory. Should the balance owing to Carmelia DeShazer Gregory exceed the amount held in escrow, judgment shall be entered against James Floyd Gregory in favor of Carmelia DeShazer Gregory in such amount.

The Defendant will pay the costs of this cause, for which execution may issue, if necessary.

This _____ day of December, 1979.

/s/ Stephen North
JUDGE

APPROVED FOR ENTRY:

1-3-80

/s/ Roy A. Miles, Jr.
ROY A. MILES, JR.,
Attorney for Plaintiff

/s/ Richard D. Speight
RICHARD D. SPEIGHT,
Attorney for Defendant

RUSH
IDENTIF. REFERENCE
JUN 19 9 00 AM '80
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.
F.9.4.1.0.4

Docket No. 85301 Minute Book 39B Page 832

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 ~~xxxxxxxxxxxx~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Carmelia DeShazer Gregory *Plaintiff, and* James Floyd Gregory *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* 19th *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 Virginia Hutchison, *D. C.*

Form #GR-117