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MAP-2D-53270
PAGE 13

IN THE FIRST CIRCUIT COURT
OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

1981 JUN 13 PM 1:04
D.C.
151A/237

OLEDA ANN HOBBS ALLISON,
Complainant,
vs.
JOE THOMAS ALLISON,
Defendant.

BOOK 5773 PAGE 228
No. 81D-841

FINAL DECREE

This cause came on to be heard this the 12th day of May, 1981, before the Honorable Hamilton Gayden, Judge of the First Circuit Court of Davidson County, Tennessee, at Nashville, upon the Complaint of Oleda Ann Hobbs Allison for an Absolute Divorce from the defendant, Joe Thomas Allison, upon the grounds of Cruel and Inhuman Treatment, Adultery and Irreconcilable Differences.

Upon the Complaint, testimony of the parties, argument of Counsel, and upon the entire record, the Court was of the opinion that an Absolute Divorce should be granted to the plaintiff herein, Oleda Ann Hobbs Allison, against the defendant, Joe Thomas Allison, upon the grounds of Cruel and Inhuman Treatment; and FURTHER that custody of the parties' minor child, Joe Thomas Allison, Jr., should be vested in the plaintiff, reserving reasonable visitation privileges to the defendant; and FURTHER that an injunction should issue against both parties prohibiting them from making negative statements about each other to, or in the presence of, the minor child; and FURTHER that the defendant be required to maintain in force and effect a major-medical health and hospitalization insurance policy for the benefit of the parties' minor child, but that any and all extraordinary expenses, including psychiatric care for the minor child, should be paid by the plaintiff; and FURTHER, ~~that the plaintiff shall be required to keep the minor child of the parties enrolled in private school and that she shall be required to pay all costs of said private education~~; and FURTHER that the

defendant should be required to pay the sum of Two Hundred and Fifty ($250.00) Dollars per month direct payment child support to the plaintiff for the benefit of the parties' minor child, and in addition thereto, should pay the house note directly to the mortgage company holding the mortgage on the property at 2661 Forest View Drive, Antioch, Tennessee, 37013, until such time as said house is sold, or until the parties' minor child shall reach his majority, whichever event first occurs, provided that should said house be sold prior to the minor child reaching his majority, then defendant shall pay, in addition to Two Hundred and Fifty ($250.00) Dollars per month, the private school tuition of the minor child; and FURTHER that all right, title and interest of the defendant herein and hereto the parties' home, being a house and lot located at 2661 Forest View Drive, Antioch, Tennessee, 37013, along with all furniture, furnishings and household goods located therein, except for a marble-top table, Elgin gold watch (women's), two mounted fish, all hunting and fishing equipment including guns, one-half tools, defendant's clothes and jewelry, books and other personal items, one (1) stereo radio, one (1) 1976 Monte Carol, which shall hereafter be the sole and separate property of the defendant, along with defendant's golf clubs, should be divested from the defendant and vested in the plaintiff, however, defendant should have a lien of Ten Thousand ($10,000.00) Dollars against said house and lot, which said lien should continue until the 18th birthday of the child, or the remarriage of the plaintiff, whichever event first occurs, and increase in value at the rate of One Thousand ($1,000.00) Dollars per year or a pro rata sum thereof for any portion of any given year, at which time the house shall be sold and the lien then be satisfied, except that plaintiff may, at her option, satisfy the lien at any time without the necessity of selling said house, and FURTHER that plaintifff should receive, as her sole and separate property, the savings account balances heretofore jointly owned by the parties; and FURTHER that both parties should be responsible

for any major repairs required to be performed in respect of the aforesaid house; and FURTHER that the defendant should pay all jointly incurred indebtedness; and FURTHER that the defendant should be entitled to claim the minor child of the parties as a dependent in the preparation of his annual federal income tax return, and that he shall also be entitled to deduct the interest payments made to the mortgage company holding the mortgage on the parties' home, and that a copy of both plaintiff and defendant's federal income tax return should be provided to each other for each filing year hereafter until the child reaches his majority; and FURTHER that all Court costs in this cause should be taxed to the defendant.

IT IS THEREFORE ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

1. That the complainant, Oleda Ann Hobbs Allison, is awarded an Absolute Divorce from the defendant, Joe Thomas Allison, upon the grounds of Cruel and Inhuman Treatment.

2. That custody of the parties' minor child, Joe Thomas Allison, Jr., is vested in the plaintiff, reserving reasonable visitation privileges to the defendant.

3. That an injunction issue against both parties prohibiting them from making negative statements about each other to, or in the presence of, the minor child.

4. That the defendant is required to maintain in force and effect a major-medical health and hospitalization insurance policy for the benefit of the parties' minor child, but that any and all extraordinary expenses, including psychiatric care for the minor child, shall be paid by the plaintiff.

5. ~~That the plaintiff shall be required to keep the minor child of the parties enrolled in private school and that she shall be required to pay all costs of said private education.~~

6. That the defendant shall pay the sum of Two Hundred and Fifty ($250.00) Dollars per month direct payment child support to the plaintiff for the benefit of the parties' minor child, and in addition thereto, shall pay the house note directly to the mortgage

company holding the mortgage on the property at 2661 Forest View Drive, Antioch, Tennessee, 37013, until such time as said house is sold, or until the parties' minor child shall reach his majority, whichever event first occurs, provided that should said house be sold prior to the minor child reaching his majority, then defendant shall pay, in addition to Two Hundred and Fifty ($250.00) Dollars per month, the private school tuition of the minor child.

7. That all right, title and interest of the defendant herein and hereto the parties' home, with the exception of the lien expressly provided for herein in favor of the defendant, shall be divested from him and vested in the plaintiff, being a house and lot located at 2661 Forest View Drive, Antioch, Tennessee, 37013, and being more particularly described as follows:

> Being Lot No. 143 on the Plan of Forest View Park Subdivision, Section I, as of record in Book 3700, page 109, Register's Office for Davidson County, Tennessee.
>
> Beginning at a point in the southerly margin of Forest View Drive, being the common corner of Lot Nos. 144 & 143; thence southwardly 104.63 feet to a concrete monument at the common corner of Lot Nos. 142, 143 &144; thence eastwardly 103.0 feet to a point in the westerly margin of Kinwood Drive; thence northwardly 84.33 feet with said margin to a concrete monument at the beginning of a curve; thence northwestwardly around said curve 39.56 feet to a concrete monument in the southerly margin of Forest View Drive; thence westwardly with said margin 87.62 feet to the point of beginning.
>
> Being the same property conveyed to Joe T. Allison and wife, Oleda H. Allison by deed from C & S Builders, Inc., as of record in Book 4284, Page 372, Register's Office for Davidson County, Tennessee.

along with all furniture, furnishings and household goods located therein, except for a marble-top table, Elgin gold watch (women's), two mounted fish, all hunting and fishing equipment including guns, one-half tools, defendant's clothes and jewelry, books and other

personal items, one (1) stereo radio, one (1) 1976 Monte Carol, which shall hereafter be the sole and separate property of the defendant, along with defendant's golf clubs, shall be divested from the defendant and vested in the plaintiff, however, defendant shall have a lien of Ten Thousand ($10,000.00) Dollars against said house and lot, which said lien shall continue until the 18th birthday of the child, or the remarriage of the plaintiff, whichever event first occurs, and which shall increase in value at the rate of One Thousand ($1,000.00) Dollars per year or a pro rata sum thereof for any portion of any given year, at which time the house shall be sold and the lien then be satisfied, except that plaintiff may, at her option, satisfy the lien at any time without the necessity of selling said house.

8. That plaintiff shall receive, as her sole and separate property, the savings account balances heretofore jointly owned by the parties.

9. That both parties shall be responsible for any major repairs required to be performed in respect of the aforesaid house.

10. That the defendant shall pay all jointly incurred indebtedness.

11. That the defendant shall be entitled to claim the minor child of the parties as a dependent in the preparation of his annual federal income tax return, and that he shall further be allowed as a dedcution the interest payments made to the mortgage company holding the mortgage on the parties' home, and that a copy of both plaintiff and defendant's federal income tax return shall be provided to each other for each filing year hereafter until the child reaches his majority.

12. That all Court costs in this cause shall be taxed to the defendant.

13. That each of the parties shall bear their own attorneys

fees in this cause.

Enter this 18 day of June, 1981.

Hamilton Gayden
JUDGE

APPROVED FOR ENTRY:

CHEATHAM & PALERMO

Rose Palermo
Rose Palermo
Attorney for Defendant

Lawrence D. Wilson
Attorney for Complainant

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CERTIFICATE

I hereby certify that I have mailed a copy of the foregoing Final Decree to the Honorable Lawrence D. Wilson, attorney for Complainant, North Harding Mall, Nashville, Tennessee, 37211, on this 1 day of June, 1981.

Rose Palermo
Rose Palermo

81D-841 151A/237

# 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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* OLEDA ANN HOBBS ALLISON *Plaintiff, and* JOE THOMAS ALLISON *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* July *in the year one thousand nine hundred and* eighty-one *and in the* two hundred sixth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* V. L. Rowland, *D. C.*

Form #GR-117