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FILED
JUL 22 1981
CECIL A. BROOKER, Clerk
By _____ Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 118-17
Parcel 161

ARTHUR MILTON FORD)
)
VS.) NO. 98970
)
ANNE RUTH FIELDS FORD)

FINAL DECREE

This cause came to be heard on the 4th of May, 1981, before the Honorable James Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Divorce, the Answer and Counter-Complaint, the Order of Support Pendente Lite, statements of counsel, including an oral Motion by counsel for the plaintiff to withdraw his Complaint for a divorce, and the entire record, from all of which the Court finds that Anne Ruth Fields Ford should be awarded a divorce from Arthur Milton Ford on the grounds of cruel and inhuman treatment, that she should be awarded custody of the parties' minor children with specific visitation awarded to Arthur Milton Ford, that Arthur Milton Ford should be required to pay child support and alimony in solido, and to maintain medical insurance for the children and life insurance on his life for the benefit of the children, that the house on Woodmont Boulevard should be awarded solely to Anne Ruth Fields Ford and that the house on Bransford Avenue should be awarded solely to Arthur Milton Ford. The Court further found that the parents should be equally liable for the future dental expenses of the children, that any unpaid alimony in solido shall constitute a lien against the property awarded Arthur Milton Ford and that each party should hold the other harmless for payment of any outstanding obligations on the real estate awarded to them. The Court found that the personal property in the possession of each of the parties should remain exclusively his or hers provided that Anne Ruth Fields Ford returns all personal clothing and art supplies to Arthur Milton Ford and may select from the books remaining in her possession

one-half which she desires to retain and to return the remaining one-half to Arthur Milton Ford.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT Anne Ruth Fields Ford shall be and is hereby awarded an absolute divorce from Arthur Milton Ford on the grounds of cruel and inhuman treatment and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED THAT Anne Ruth Fields Ford shall be and is hereby awarded sole custody of the parties' two minor children, Arthur Milton Ford, III, and Rodney DeLaney Ford. Arthur Milton Ford shall have visitation with the children from Tuesday after school until Wednesday at the beginning of school and Thursday after school until the beginning of school Friday and from 6:30 p.m. on Saturday until 6:30 p.m. on Sunday every weekend.

IT IS FURTHER ORDERED THAT Arthur Milton Ford maintain major medical and hospitalization insurance coverage for the benefit of the parties' minor children. As to the future dental expenses for the minor children, including braces, it is ordered that each party pay one-half (1/2) of the dental expenses incurred, provided, however, that Anne Ruth Fields Ford shall furnish to Arthur Milton Ford in writing a statement by the children's orthodontist as to the reasons for the anticipated treatment and expenses for braces for the children and Arthur Milton Ford shall be afforded twenty-one (21) days to secure a second opinion and if the parties are unable to agree on the amount necessary for the dental work, either party may file either or both of the estimates with the Court and the Court shall select from the two estimates. In the event that Arthur Milton Ford does not obtain a second opinion within 21 days, it shall be deemed that he agrees to the estimate obtained by Anne Ruth Fields Ford.

IT IS FURTHER ORDERED THAT Arthur Milton Ford maintain life insurance on his life in the amount of $100,000, free and clear of all encumbrances, with the minor children named as irrevocable beneficiaries of said policy. Proof of valid life insurance shall be furnished to Ann Ford by Arthur Ford in May of each year.

IT IS FURTHER ORDERED THAT all right, title and interest to the real property located at 844 Woodmont Boulevard, Nashville, Tennessee, 37204, be divested out of Arthur Milton Ford and vested solely in Anne Ruth Fields Ford, the real property being more fully described as follows:

> Being Lot No. 40 on the Map of Pleasant Valley Subdivision of record in Book 1424, page 63, Register's Office for said County, and described as follows:
>
> Beginning at a point in the north margin of Woodmont Boulevard, the common corner of Lots 39 and 40; thence with the line between said lots, northerly 200 feet to a point; thence westerly 108.1 feet to the east margin of Crestridge Drive; thence with the margin of said Drive, southerly 175 feet to the beginning of a curve; thence around said curve, southeasterly 39.27 feet to the north margin of Woodmont Boulevard, thence with the margin of the same, easterly 83.1 feet to the beginning.
>
> Included in the above description but specifically excluded therefrom is property described in a Warranty Deed from Fred W. Beaufait and wife, Lois E. Beaufait, to State of Tennessee, of record in Book 4542, page 44, as follows: BEING part of Lot 40 on the Map of Pleasant Valley as of record in Book 1424, page 63, Register's Office for Davidson County, Tennessee, beginning at a point in the north margin of Woodmont Boulevard, at the southwest corner of Lot No. 39; thence with said margin S 85° 57' 46" W. 83.1 feet to the beginning of a curved line to the right which has a radius of 25 feet thence with said curved line northwestwardly 39.27 feet to the end of said curved line to the right having a radius of 40 feet; thence with said curved line southerly 62.38 feet more or less to a point; thence N 85° 57' 46" E. 68.1 feet to a point in Mamie Vaughn's west boundary line; thence with said boundary line (lots in 39 and 40) S 4° 2' E 10 feet to the point of beginning and containing 1,360 square feet.
>
> This conveyance is subject to easements, restrictions, setback lines of record, and taxes for the current year applicable to said property.

Arthur Milton Ford shall execute a Quitclaim Deed to Anne Ruth Fields Ford to the said real property described above and Anne Ruth Fields Ford shall assume sole financial responsibility for payment of any outstanding obligation for said real estate and hold Arthur Milton Ford harmless for payment of any outstanding obligation against said real estate and to the extent that Arthur Milton Ford shall ever be held liable for any obligation against said property, it shall constitute a lien against the Woodmont property.

IT IS FURTHER ORDERED THAT all right, title and interest to the real property located at 2808 Bransford Avenue, Nashville, Tennessee, 37204, shall be divested out of Anne Ruth Fields Ford and vested solely in Arthur Milton Ford, said real property being more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 13 of Block "D" on the plan of Berry Hills Gardens, as of record in Book 1130, page 36, Register's Office for said county.
>
> Said Lot No. 13 fronts 80 feet on the east side of Bransford Avenue and runs back between parallel lines, 131.8 feet to a dead line.

Anne Ruth Fields Ford shall execute a Quitclaim Deed to Arthur Milton Ford to the said real property described above and Arthur Milton Ford shall assume sole financial responsibility for payment of any outstanding obligation for said real estate and hold Anne Ruth Fields Ford harmless for payment of any outstanding obligation against said real estate and to the extent that Anne Ruth Fields Ford shall ever be held liable for any obligation against said property, it shall constitute a lien against the Bransford property.

IT IS FURTHER ORDERED THAT each month, Arthur Milton Ford shall pay directly to Anne Ruth Fields Ford as child support forty (40%) percent of the first $800 of his net income and thirty-five (35%) percent of the excess over $800 of his net monthly income, provided, however, that the total monthly child support shall not exceed $800 per month based on a three-month average. For income based on wages or salaries, net income shall be the gross income less withholdings for income tax, social security and medical insurance coverage. For income from self-employment, the net income shall be the total income less fifty (50%) percent of any allowable depreciation, deductions, expenses or taxes. The provision in determining net income of self-employment shall apply only so long as Arthur Milton Ford has his office and home in the same location. Payment of child support shall be due on the 1st of each month but

shall not be considered delinquent until after the 10th of each month, first payment due June 1, 1981. The parties shall each be entitled to claim one child as a dependent for purposes of their income tax filing with the Internal Revenue Service such that Arthur Milton Ford shall claim Arthur Milton Ford, III., and Anne Ruth Fields Ford shall claim Rodney DeLaney Ford.

IT IS FURTHER ORDERED THAT Arthur Milton Ford shall pay to Anne Ruth Fields Ford as alimony in solido the sum of $6,000. Arthur Milton Ford shall apply any income tax refund to which he is entitled for the year 1980 directly to payment of the alimony in solido. The alimony in solido, or the balance thereof after payment of the tax refund, shall not be collectible by contempt of Court, but shall bear interest at 8% per annum compounded annually and shall constitute a lien against the property at 2808 Bransford Avenue, Nashville, Tennessee, 37204, more adequately described above and said property shall not be sold until said lien has been satisfied in full. The attorney's fees and expenses incurred by Anne Ruth Fields Ford shall be paid from her award of alimony in solido.

IT IS FURTHER ORDERED THAT the personal property in the possession of each party should remain exclusively his or hers provided that Anne Ruth Fields Ford shall return to Arthur Milton Ford his personal clothing and art supplies remaining in the home and further, that Anne Ruth Fields Ford may select one-half (1/2) of the books in her possession which she desires to retain and return the remaining one-half (1/2) to Arthur Milton Ford at the same time he makes payment to Anne Ruth Fields Ford of the 1980 tax refund as set out above.

IT IS FURTHER ORDERED THAT Arthur Milton Ford shall pay the house note and the $100 child support for the month of May, 1981, as previously ordered and hereafter the above provisions for child support will be in effect as of June 1, 1981.

IT IS FURTHER ORDERED THAT the Plaintiff, Arthur Milton Ford, shall be liable for all court costs incurred in this cause.

ENTERED THIS 22nd DAY OF ~~MAY~~ July, 1981.

JUDGE JAMES SWIGGART

APPROVED FOR ENTRY:

CAROL L. McCOY
Attorney for Defendant
P. O. Box 3138
Nashville, TN 37219

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IDENTIF. REFERENCE-
MAY 20 3 00 PM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
HSMA

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been served by U. S. Mail on the Attorney for Plaintiff, Mr. Charles L. Hendrix, Suite 26, 4701 Trousdale, Nashville, Tennessee, 37220, on this 12 day of May, 1981.

CAROL L. McCOY

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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 transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* ARTHUR MILTON FORD, *Plaintiff, and* ANNE RUTH FIELDS FORD, *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* 20th *day of* May *in the year one thousand nine hundred and* eighty-two *and in the* two hundred sixth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

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

Form #GR-117