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[illegible] L. ROBINSON, CLERK

[illegible] D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

A. E. CUNNINGHAM]

]

vs.] No. 81D-3497

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W. G. CUNNINGHAM] BOOK 6007 PAGE 677

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 5th day of October 1982, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by A. E. Cunningham; personal service of process had upon the Defendant, W. G. Cunningham; Answer and subsequent Counter-Complaint for Divorce filed by W. G. Cunningham against A. E. Cunningham; Petition for Contempt filed by A. E. Cunningham on 8 January 1982; testimony of the parties, exhibits, statement of counsel, and the entire record in this cause.

From all of which the Court finds and it is accordingly ORDERED, ADJUDGED and DECREED as follows:

1. That the Counter-Complaint for Divorce filed by W. G. Cunningham should be and the same is hereby dismissed.

2. That the Defendant, W. G. Cunningham, has been guilty of such cruel and inhuman treatment or conduct towards the Complainant, A. E. Cunningham, as renders further cohabitation unsafe and improper and that the Complainant, A. E. Cunningham, should be and she is hereby awarded an absolute divorce from the Defendant, W. G. Cunningham, and restored to all the rights and privileges of an unmarried person.

3. That the Complainant, A. E. Cunningham, shall be awarded custody of the parties' minor children, namely: Chris Cunningham and Dustin Cunningham, subject to visitation privileges reserved in W. G. Cunningham at all reasonable times and places as agreed upon by the parties hereto.

[illegible] 15.00 CASH

4. That all right, title and interest the Defendant, W. G. Cunningham (William G. Cunningham), has in and to the real property located at 8071 Esterbrook Drive, Nashville, Davidson County, Tennessee, should be and the same is hereby divested out of him and vested in A. E. (Alicemae) Cunningham, solely, said real property being more particularly described as follows, to wit:

> Being Lot No. 50 on the Plan of the Resubdivision of Lots 49 and 50, Harpeth Park, Section II, as of record in Book 4350, page 5, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 50 fronts 80.54 feet on the southerly margin of Esterbrook Drive and extends back 229.58 feet on the westerly line and 135.00 feet on the easterly line, to a line in the rear, measuring 116 feet thereon.
>
> Being the same property conveyed to William G. Cunningham and wife, Alicemae Cunningham, by deed from Gerald S. Beilstein and wife, Virginia E. Beilstein, of record in Book 5283, page 379, Register's Office for Davidson County, Tennessee.

5. That the original Defendant, W. G. Cunningham, should be and he is hereby awarded a lien against and in said real property located at 8071 Esterbrook Drive, Nashville, Davidson County, Tennessee, in an amount equal to one-half (1/2) of the equity, and to be enforceable upon the youngest child reaching the age of eighteen (18) years, the Complainant, A. E. Cunningham, remarrying, or the Complainant, A. E. Cunningham, no longer using the house as her residence, whichever occurs first.

6. That the parties shall consult on all repairs to the real property and shall each be responsible for one-half (1/2) of all repairs in excess of $100.00 needed on the house located at 8071 Esterbrook Drive, Nashville, Davidson County, Tennessee.

7. That the Complainant, A. E. Cunningham, shall be responsible for paying the first mortgage indebtedness, originally in favor of Mercantile Mortgage Company, as shown of record in Book 5283, page 381, Register's Office for Davidson County, Tennessee, and the second mortgage indebtedness in favor of D. C. Hofstetter, as shown of record in Book _____, page _____, Register's Office for Davidson County, Tennessee, subject to the provisions hereinafter contained.

8. That the Defendant, W. G. Cunningham, shall pay directly to the Complainant, A. E. Cunningham, the sum of Four Hundred Eighteen ($418.00) Dollars per month, beginning on the 1st day of each month, for the support and maintenance of the parties' minor child. Said child support payment is computed to equal the monthly first mortgage house note; and, if said house note is increased or decreased, the monthly payments shall be increased or decreased accordingly. Said first mortgage house note includes principal, interest, taxes and insurance. That, upon agreement of the parties, said support payments may be made directly to the first mortgage lienholder to be applied upon the first mortgage indebtedness referenced above. That, regardless whether the support payments are made directly to the Complainant, A. E. Cunningham, or the first mortgage lienholder, the defendant, W. G. Cunningham, shall be entitled to retain, use and claim the interest payments on the first mortgage lien as a deduction upon his personal income tax return.

9. That the Complainant, A. E. Cunningham, shall be entitled to retain the youngest child of the parties, namely: Dustin, as a deduction upon her personal income tax return. That the Defendant, W. G. Cunningham, shall be permitted to retain the oldest child of the parties, namely: Chris, as a deduction upon his personal income tax return.

10. That the Complainant, A. E. Cunningham, shall be awarded the 1980 Cutlass automobile presently in her possession and that the Defendant, W. G. Cunningham, shall be required to continue to make the monthly payments upon the indebtedness secured against said automobile and which are presently being deducted from his salary by payroll deduction until such time as the present indebtedness secured against the 1980 Cutlass automobile is paid in full. That said payments shall be considered alimony in solido.

11. That, after the indebtedness secured against the 1980 Cutlass automobile has been paid in full, the Defendant, W. G. Cunningham, shall pay directly to the Complainant, A. E. Cunningham, the sum of Two Hundred ($200.00) Dollars per month, said payments to continue until the death or remarriage of A. E. Cunningham, whichever occurs first. That said payments shall be considered alimony in futuro.

12. That the Defendant, W. G. Cunningham, shall be awarded his 1976 Chevrolet El Camino truck and the Triumph automobile.

13. That the parties shall each be awarded his or her own personal wearing apparel and jewelry and the personal property, household furniture and furnishings presently in his or her possession, with the exception of the following personal property located at 8071 Esterbrook Drive, Nashville, Davidson County, Tennessee, which shall be awarded to the Defendant, W. G. Cunningham: Stereo in living room, shelf in den, one-half of all linens and towels.

14. That the parties shall each be responsible for his or her own debts incurred after the separation of the parties on or about 1 September 1981, and shall indemnify and hold the other harmless of the same.

15. That the Defendant, W. G. Cunningham, shall maintain hospitalization insurance upon the minor children of the parties.

16. That the parties shall each be responsible for one-half of all medical expenses incurred for the minor children of the parties and not covered by the hospitalization insurance of the Defendant, W. G. Cunningham, or any other hospitalization insurance policy which may be carried by the Complainant.

17. That, for so long as the hereinafter stated life insurance is available through his employer and union, the Defendant, W. G. Cunningham, shall maintain his present life insurance with the Metropolitan Government of Nashville-Davidson County, Tennessee, in the amount of $38,000.00, and with the IAFF Union, in the amount of $10,000.00, with the minor children named as beneficiaries thereon, until such time as the youngest child reaches the age of eighteen (18) years.

18. That the Defendant, W. G. Cunningham, shall pay James C. Vance, Attorney for the Complainant, A. E. Cunningham, the sum of Five Hundred ($500.00) Dollars for his services rendered the Complainant, A. E. Cunningham.

19. That the Petition for Contempt filed 8 January 1982 should be and the same is hereby dismissed.

20. That the Defendant, W. G. Cunningham, shall pay the final costs of this cause, for which let execution issue, if necessary.

Enter this 1st day of ~~October~~ NOV. 1982.

MURIEL ROBINSON, JUDGE

Approved for Entry:

JAMES C. VANCE
Attorney for Complainant

JOHN R. REYNOLDS
Attorney for Defendant

cc: Mr. W. G. Cunningham

BOOK 6007 PAGE 681

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
FEB 16 11 30 AM '83
IDENTIF. REFERENCE

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81D-3497 Fourth Circuit Court 127B/1181

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* A. E. CUNNINGHAM, *Plaintiff, and* W. G. CUNNINGHAM, *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* 16th *day of* February *in the year one thousand nine hundred and* eighty-three *and in the* two hundred seventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

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