BOOK 6027 PAGE 681

MARIE MARTIN RUCKER,
Complainant

vs. No. 45947

IN THE ~~F[illegible] CIRCUIT~~ Probate COURT FOR
DAVIDSON COUNTY, TENNESSEE

JAMES JOSIAH RUCKER,
Defendant

FINAL DECREE

This cause came on to be heard on the regular call of the docket on this Tuesday October 26,1965, before the Honorable Shelton Luton, Judge of the Probate Court of Davidson County, Tennessee, on the original bill, the answer thereto and all the pleadings in the cause and the entire record and especially on the testimony of witnesses examined in open Court and upon the separation agreement signed between the parties on May 21, 1965, from all of which the court is of the opinion that the allegations in complainant's bill that the defendant, James Josiah Rucker, has willfully and maliciously deserted the complainant without a reasonable cause for more than one whole year preceeding the filing of this divorce bill.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, by the court that the bonds of matrimony heretofore subsisting between the complainant and defendant be and they are hereby forever dissolved and the said Marie Martin Rucker be and she is hereby granted an absolute divorce from the defendant James Josiah Rucker and restored to all the rights and privileges of an unmarried woman.

The property settlement between the parties has been examined by the court and it is ORDERED, ADJUDGED AND DECREED, that said property settlement be and it is hereby approved by the court; and it is therefore ORDERED, ADJUDGED AND DECREED, that all the right, title and interest, of the said James Josiah Rucker be and it is hereby divested out of him and is hereby vested in the said Marie Martin Rucker to her sole and separate use free from the marital or other rights of her present or any future husband in and to the following realestate and personal property. The real estate is located at 3326 Goodland Rd., and is described as follows:

> "Land in Davidson County, Tennessee, being Lot No.71, Section 1, on the Plan of Glencoe Acres, of record in Book 1835, pages 136, 137 and 138, Register's Office for said County, more particularly described as follows:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Lot No.71 fronts 80 feet on the northerly side of Goodland Road, and runs back between lines, 235 feet on the westerly side and 226.9 feet on the easterly side, to a dead line in the rear, and measures 80.2 feet on said dead line.

Being the same property conveyed to Buell Brandon Hembree and wife, Mildred R. Hambree, by deed from R. W. Cravens Company, Inc., of record in Book 2247, page 509, Register's Office for Davidson County, Tennessee."

And all household furniture in said property is mentioned in the said separation agreement between the parties which is made a part hereof and is made the decreed of this court.

It is further ORDERED, ADJUDGED AND DECREED, that the payments agreed to in said separation agreement shall continue to be paid by James Josiah Rucker in accordance with said agreement as provided by the decree entered in this cause on Aug.23,1965, in Minute Bk._____ page_____, to wit, the sum of $145.26, plus 5% or a total of $152.53 per month as provided in said former decree to the Clerk of the Circuit Court of Davidson County, Tennessee, for the benefit of complainant, and said payments to continue so long as the complainant remains unmarried.

It is further ORDERED, ADJUDGED AND DECREED, that the defendant transfer the title to his automobile as provided in said separation agreement, but it appearing to the court by competent proof that he has sold the Chevrolet mentioned in the agreement and has verbally agreed to transfer to the complainant, and the complainant agrees to accept, the Oldsmobile which he now has in the place of the Chevrolet mentioned in the said separation agreement that he transfer the title to said Oldsmobile to the complainant, and it is ORDERED, ADJUDGED AND DECREED, that all right, title, claim and interest of the defendant in said Oldsmobile be divested out of him and vested in complainant Marie Martin Rucker.

It appears that the defendant has paid to M. S. Ross, Solicitor for the complainant the sum of $50.00 on his attorney fee for representing the complainant in this cause and it is hereby ORDERED, ADJUDGED AND DECREED, that the defendant pay to the said M. S. Ross, Solicitor, an additional sum of ~~$250.00~~ Three Hundred Dollars for his services to the complainant in this case.

The defendant will pay all the costs of this cause for all of which execution or other legal ~~prosecution~~ Process for the enforcement

of the terms of this decree may issue if necessary.

Chester Loller
Judge

APPROVED FOR ENTRY:

W. M. Russell
Attorney for Complainant

Thomas McAlexander
Attorney for Defendant

H 3 8 5 2 3

IDENTIF. REFERENCE

MAR 29 1 29 PM '83

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

#45947 7/18 10-26-65

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Marie Martin Rucker *Plaintiff, and* James Josiah Rucker *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* 17 *day of* April *in the year one thousand nine hundred and* 80 *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Dixie Lyle *D. C.*

Form #GR-117