5-24-76
1513/1601

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 6064 PAGE 854

DOROTHY S. WITHROW	)	
	)	
VS.	)	NO. 80126
	)	
SCOTT S. WITHROW	)	

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this the 3rd day of May, 1976, before the Honorable James M. Swiggart, Judge, Sixth Circuit Court of Davidson County, Tennessee, upon the Petition for Divorce filed by Dorothy S. Withrow, the Answer of the Defendant, Scott S. Withrow and upon the statement of counsel that said cause was to be heard on an uncontested basis, and upon the testimony in open court of Plaintiff, Dorothy S. Withrow and of her corroborating witnesses and upon the Property Settlement Agreement submitted to the Court.

From all of which the Court finds that the allegations of the Petition are sustained by the proof and that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards Plaintiff as renders cohabitation unsafe and improper.

It is therefore ORDERED, ADJUDGED AND DECREED that Plaintiff be, and she is hereby awarded an absolute divorce from Defendant, and Plaintiff is restored to all of the rights and privileges of an unmarried person, and the bonds of matrimony heretofore subsisting between Plaintiff and Defendant are hereby dissolved.

It further appearing to the Court that the Property Settlement Agreement is right and proper, said Property Settlement Agreement is hereby approved by the Court and each and every provision of the Property Settlement Agreement is hereby made the decree of the Court and the Property Settlement Agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

Plaintiff Dorothy S. Withrow, and Defendant Scott S. Withrow enter into this agreement subject to the approval of the Court:

05/27 15.00- CHECK

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1. The Decree shall divest Defendant of all his right, title and interest in the real property at 200 Kenner Avenue, Nashville, Davidson County, Tennessee and vest such interest in Plaintiff. Plaintiff shall assume the indebtedness against such property and shall hold the Defendant harmless as to such indebtedness against the property.

2. Plaintiff shall receive the furnishings located at the home at 200 Kenner Avenue, except that Defendant shall receive as his property household items which were inherited from Defendant's family.

3. Custody of the minor children will be vested in Plaintiff, and Defendant shall have reasonable rights of visitation.

4. Defendant shall pay to Plaintiff as child support the sum of Two Hundred Forty Dollars ($240) per child per month. Such payments shall continue until a particular child attains age eighteen. After a particular child attains age eighteen, Plaintiff and Defendant will contribute to the children according to their abilities. When Defendant is paying child support, Defendant shall have the right whenever a child is with him for as long a period as two weeks to deduct from the payment for child support for that child at the rate of Fifty Dollars ($50) per month. Thus if a particular child was with Defendant for a two-week period, he would subtract Twenty-five Dollars ($25) from that month's child support for that particular child, or if a child was with the Defendant a whole month he would deduct Fifty Dollars ($50) from that child's payment of child support. All payments of child support are due on the first day of each month.

5. Defendant will pay to Plaintiff One Hundred Dollars ($100) per month as alimony until the death or remarriage of the Plaintiff. Alimony payments are due on the first day of each month.

6. Defendant will pay premiums on and keep the children covered on hospitalization and medical insurance. For doctor's and dental bills of the children not covered by such insurance Plaintiff agrees to pay charges up to Twenty-five Dollars ($25). Defendant agrees to pay any dental and doctor bills not covered by such insurance which exceed Twenty-five Dollars ($25) per incident per child.

7. Defendant will pay premiums on and keep in force all ordinary life insurance now insuring Defendant's life and the children will be beneficiaries under such policies.

8. Defendant will take all necessary action and execute all necessary documents to place Plaintiff's name on the credit union account so that such account will be in the name of Plaintiff and Defendant. Such account will require the signature of both the Plaintiff and Defendant before any withdrawals may be made from it. The money in such account shall be used for the benefit of the children of the parties for medical emergencies of a large substantial nature or for the education of such minor children.

9. Defendant will pay to Charles H. Warfield, attorney for Plaintiff, as a part of his fee the sum of Five Hundred Dollars ($500) and when such payment has been made to Charles H. Warfield, Defendant will have no further obligation to Charles H. Warfield.

10. The Defendant will retain his TIAA rights. Plaintiff will retain her Metro rights. Defendant will keep his church retirement rights.

11. Defendant will retain his own bank accounts and Plaintiff will retain her own bank accounts except for the special provision made for the credit union account in paragraph 8 above.

12. Defendant will keep his stock fund certificate.

13. Plaintiff will keep her Nova automobile and will hold Defendant harmless from the debt on same.

14. Defendant will retain his Toyota automobile.

15. Defendant will retain the Fidelity Federal certificates or accounts in the amount of Two Thousand Dollars ($2,000) and One Thousand Dollars ($1,000).

16. Defendant will retain the IDS certificate or account in the amount of One Thousand Dollars ($1,000).

17. Defendant will pay the court costs.

WITNESS:

Mary B. Cooper

Thomas O. H. Smith

Dorothy A. Witherow
PLAINTIFF

Scott A. Witherow
DEFENDANT

It is therefore ORDERED that all right, title and interest of the Defendant be divested out of Defendant and be vested in Plaintiff in the following described real estate in Davidson County, Tennessee, to-wit:

> Land in Davidson County, Tennessee, being lot No. 1 on the Map of J. A. Stevens' Re-subdivision of certain lots in the Kenner-Manor Land Company's Subdivision, as of record in Book 547, page 134, Register's Office for said County.
>
> Said lot No. 1 fronts 105 feet on the easterly side of Kenner Avenue and runs back 241 feet 6 inches on the northerly line and 253 feet on the southerly line to a point in the westerly margin of a 10-foot reserved strip, said lot being triangular in shape.
>
> Being the same real property conveyed to Scott S. Withrow and wife, Dorothy S. Withrow, by deed from Walter E. Robertson and wife, Edith L. Robertson, of record in Book 3279, page 331, said Register's Office.

It is ORDERED that execution may issue to enforce any provision of this Decree.

APPROVED FOR ENTRY:

Charles H. Warfield

Charles H. Warfield

Thomas O. H. Smith

Thomas O. H. Smith

ENTERED this 24th day of May, 1976.

JUDGE

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IDENTIF. REFERENCE

MAY 27 11 22 AM '83

IX-Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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80126 Sixth Circuit Court 18B/1601

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* DOROTHY S. WITHROW, *Plaintiff, and* SCOTT S. WITHROW, *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* ninth *day of* May *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 N. L. Rowland, *D. C.*

Form #GR-117