1848/172

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WILLIAM STOKLEY DONELSON, II, Plaintiff,	)	
VS.	)	
NANCY DRAKE DONELSON, Defendant and Counter-Plaintiff,	)	
VS.	)	No. 83D-779
WILLIAM STOKLEY DONELSON, II, JOHN DONELSON, III, ELIZABETH DONELSON WILLIAMS, SARAH McBEE WILLIAMS, and JAMES THOMAS WILLIAMS, IV, Counter-Defendants.	)	

Map 63 Par 94 Jd

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FINAL DECREE

This cause came on to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on October 24, 1983, and other days thereafter until the trial of said cause was concluded on the 23rd day of November, 1983, upon the complaint for absolute divorce of the plaintiff, William Stokley Donelson, II, answer and counterclaim of the defendant, Nancy Drake Donelson, testimony of witnesses heard in open court, argument of counsel, and the entire record in said cause. At the conclusion of the hearing on November 23, 1983, the Court did take said cause under advisement and the Court having considered the entire record did file with the Clerk of this Court a memorandum opinion, which is incorporated herein by reference as fully as if copied herein verbatim, on January 13, 1984.

The Court finds that the allegations of the counterclaim of the defendant, Nancy Drake Donelson, have been fully sustained

by the proof and that the defendant, William Stokley Donelson, II, has been guilty of such cruel and inhuman treatment or conduct towards the defendant, Nancy Drake Donelson, as renders further cohabitation unsafe and improper for her to remain under his dominion and control. It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the defendant, Nancy Drake Donelson, is granted an absolute divorce from the plaintiff, William Stokley Donelson, II, and restored to all the rights and privileges of a single person. It is further ORDERED, ADJUDGED and DECREED by the Court that the complaint of the plaintiff, William Stokley Donelson, II, is dismissed.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, Nancy Drake Donelson, is granted the custody of the minor children of the parties, David Alexander Donelson and Daniel Andrew Donelson, with visitation reserved to the plaintiff, William Stokley Donelson, II, as follows:

The plaintiff shall see and visit and have with him the two (2) minor sons every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m. Further, the plaintiff will have extended summer visitation the months of June and July of each summer. During the summer extended visitation, the defendant shall have every other weekend visitation for these two (2) months.

The holidays shall be alternated between the parties being: New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, and Thanksgiving.

Each Christmas one (1) party shall have the children one (1) week before Christmas until Christmas Eve at 10:00 p.m., at which time the other party shall have the children at 10:00 p.m. Christmas Eve until one (1) week after Christmas. This schedule shall be alternated from year to year.

Each party shall have each child for one-half (1/2) day on the child's birthday. The children will be with their father on Father's Day and with their mother on Mother's Day each year.

It is further ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, William Stokley Donelson, II, shall pay to the defendant, Nancy Drake Donelson, the sum of Six Hundred Dollars ($600) per month for the support of the minor children of the parties as child support for all months except June and July and during these months the plaintiff shall pay to the defendant the sum of Three Hundred Dollars ($300) per month as he shall have the children in his care; however, if the plaintiff does not have the children the full two (2) months, the support will continue each month at Six Hundred Dollars ($600) per month. The first payment shall be due on the 1st day of February, 1984, and on the 1st day of each month thereafter.

The plaintiff, William Stokley Donelson, II, shall provide medical and hospitalization insurance for said minor children during their minority and shall pay all dental expenses, medical expenses and orthodontic expenses of said minor children not covered by insurance during their minority. If orthodontic services are required, the plaintiff may choose the orthodontist as he will be responsible for this expense.

It is further ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, William Stokley Donelson, II, shall continue to maintain the minor children as beneficiaries under his group life insurance policy through his employment until the youngest child reaches the age of eighteen (18) years.

It is further ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, William Stokley Donelson, II, shall pay to the defendant, Nancy Drake Donelson, the sum of One Thousand Dollars ($1,000) per month as periodic alimony until her death or remarriage. The first payment shall be made on the 1st day of February, 1984, and on the 1st day of each month thereafter until the death or remarriage of the defendant.

The Court finds that the parties each own in their own right, either by gift or inheritances, as follows:

1. William Stokley Donelson, II, owns through inheritance and gift a one-third (1/3) undivided interest in approximately four hundred twenty-nine (429) acres of real property, including therein the residence known as "Cleveland Hall." Said real property is more particularly described as follows:

> Situated in the 4th Civil District of Davidson County, Tennessee, about 10 miles northeast of the City of Nashville, Tennessee, on both sides of the Hadley Bend Road and on the East Bank of the Cumberland River described, according to a survey made in the year 1919 by W. B. Southgate, Surveyor, as follows:-
>
> Beginning in the center of said Hadley Bend Road, at the southeast corner of a 48 acre tract, shown on said survey, and running thence north 64° west 930 feet; thence south 23-1/2° west 198 feet; thence north 48-3/4° west 345 feet; thence north 68-1/4° west 78 feet; thence north 63° 40' west 203 feet; thence north 27-1/2° east 280 feet; thence north 0° 45' east 127 feet; thence north 82-1/2° west 3828 feet; thence north 81-3/4° west 1180 feet to low water mark of the Cumberland River; thence with said River, at low water mark, north 24° west 500 feet, north 28° 50' west 300 feet and north 34° 55' west 1563 feet to the southwest corner of the Old Edward Bondurant tract of land; thence south 88-1/2° east with the southern boundary line of said Edward Bondurant tract of land 3366 feet to a corner of Tract No. 1 conveyed by John Donelson and wife to the United States of America, by deed of record in Book No. 535, page 43, Register's Office for said County; thence with the boundary lines of said Tract No. 1, as follows: South 3-1/2° east 489 feet south 56° east 998-1/2 feet north 86-1/2° east 2000 feet, north 3° west 599 feet and north 14-1/2° west 256 feet to the center of the Old Hadley Bend Road, the

northeast corner of said Tract No. 1; thence south 62-1/2° east 916 feet 9-1/2 inches to the northwest corner of a small tract of land conveyed by John Donelson and wife to J. S. Jenkins and O. T. Jenkins, by deed of record in Book No. 921, page 135, said Register's Office; thence with the westerly and southerly boundary lines of said tract of land south 50-1/2° east 88 feet 5 inches and south 69° east 142 feet 3 inches, more or less, to a point in the center of the Old Hadley Bend Road, the southeast corner of said tract of land; thence south 62-1/2° east with the center of said Road 66 feet 4-1/2 inches to a copper pin in the old property line of John Donelson; thence south 85° 50' east, with the center of the Hadley Bend Road, 753 feet to a corner of the Lewis Hurt Tract; thence south 3° west, with the center of said Road 725 feet to the intersection of the center of said Road with the center of Rabbit or Shute Lane, the southwest corner of said Lewis Hurt Tract, being also the northwest corner of a tract of 3 acres conveyed by John Donelson and wife to the Davidson County Board of Education, by deed of record in Book No. 734, page 556, said Register's Office; thence south 14° west, with the center of said Hadley Bend Road, 315 feet to the southwest corner of said 3 acre tract of land; thence south 86-1/4° east, with the southern boundary line of said 3 acres 421.6 feet to a stake, the southeast corner of said tract; thence north 14° east with the eastern boundary line of said tract 315 feet to the center of Rabbit or Shute Lane, the northeast corner of said tract; thence south 86-1/4° east, with the center of said lane 1878.4 feet to the northeast corner of a tract of land, containing 125.55 acres, shown on said survey; thence south 2° west, with the eastern boundary line of said tract 2185 feet to the southeast corner of said tract of land; thence north 89° west with the southern boundary line of said tract of land 2583 feet to the center of said Hadley Bend Road, the southwest corner of said tract of land; thence north 3-1/2° east with the center of said Road 181 feet to the beginning, containing 436.55 acres, more or less, including in the above description, but excluding from the area, a strip of land 100 feet wide, containing 6.9 acres, conveyed by John Donelson and wife to the United States of America by deed of record in Book No. 535, page 43, said Register's Office. Subject to the right-of-way of the Tennessee Central Railroad containing 6.9 acres more or less, said tract contains 429.65 acres more or less."

This property shall remain the property of the plaintiff free and clear of the claim of the defendant, Nancy Drake Donelson, subject to possessory rights as set forth herein and subject to a lien to secure alimony in solido awarded to the defendant in the amount of Fifty-Five Thousand Dollars ($55,000) and attorney's fees in the amount of Seven Thousand Five Hundred Dollars ($7,500) awarded to counsel for defendant and the costs of said cause as provided herein.

2. Plaintiff, William Stokley Donelson, II, owns a one-ninth (1/9) undivided interest in certain personal property being ancestral furniture and antiques located in his possession and located in "Cleveland Hall," which shall remain plaintiff's property to the extent of his inherited interest.

3. All the plaintiff's interest in the angus cattle and farm implements and machinery at "Cleveland Hall" shall remain the property of the plaintiff, William Stokley Donelson, II, limited to his inherited interest therein.

4. The defendant, Nancy Drake Donelson, owns through gift from her parents certain interests in real property known as Drake Forest, Lakeshore and property owned by the Carbo Corporation in which she is a stockholder. Said real property and said stock interest shall remain the sole and separate property of the defendant, Nancy Drake Donelson, free and clear of any claim of the said plaintiff, William Stokley Donelson, II.

5. Each party shall retain the personal property brought into the marriage by each as their sole and separate property.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, Nancy Drake Donelson, shall retain the freezer given to the parties by her parents as well as the old buffet, eleven (11) Stuart goblets being a wedding gift and the Waterford old fashions, her doll house, her oriental box and corner cupboard given by her parents.

It is further ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, William Stokley Donelson, II, shall be awarded the following personal property:

(a) All items appearing on Exhibit 11(B), designated items taken by him from "Cleveland Hall" to his apartment.

(b) All items on Schedule D, page 15 (appliances, radios and television),

Exhibit 11(A) as designated by his initials.

(c) All items on Schedule G, page 22 (tools and miscellaneous), Exhibit 11(A) as designated by his initials.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, Nancy Drake Donelson, is awarded the proceeds of the coins in the approximate amount of Nine Thousand Dollars ($9,000), which she has testified had been expended. In addition, she is awarded:

(a) All items appearing on Exhibit 11(A) under Schedule D (appliances, radios, televisions, etc.) designated by her initials.

(b) All items on Schedule G designated by her initials, Exhibit 11(A).

It is further ORDERED, ADJUDGED and DECREED by the Court that the remaining coin collection in the possession of the defendant, Nancy Drake Donelson, shall be sold and the proceeds divided equally between the parties.

The remainder of the marital estate consists of personal property (furniture, antiques, art objects and collectibles, carpets, silver, crystal and china) in both parties possession. These are, with few exceptions, the remaining items of Exhibit 11(A) and (B). There is no sufficient proof before the Court as to the actual fair market value of these items. Therefore, the Court cannot make a fair division of said personalty unless an appraisal is done. Therefore, said items, with the exclusion of items number 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 143, 144, 145, 146, 147, 148, and 149 of Exhibit 11(A) shall be appraised with a report made to the Court. These excluded items shall become the property of the party designated by the initials.

On Exhibit 11(B) the appraiser shall report as to the fair market value of the following items number 1, 7, 12, 13, 14,

26, 27, 28, 29, 30, 31, 34, 35, 36, 38, 43, 44. The Court hereby appoints Marie Davis Douglass to appraise said items and to report to the Court. The cost of said appraiser shall be borne equally between the parties. After said report is submitted to the Court, the Court will make a final disposition of the personalty not specifically disposed of herein, including the 1981 Pontiac automobile being operated by the defendant, Nancy Drake Donelson.

It is further ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, William Stokley Donelson, II, shall pay the outstanding debts of the parties (Exhibit 4), and shall hold the defendant, Nancy Drake Donelson, harmless thereon.

It is further ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, William Stokley Donelson, II, shall pay to the defendant, Nancy Drake Donelson, as alimony in solido the sum of Fifty-Five Thousand Dollars ($55,000) as follows:

Thirty Thousand Dollars ($30,000) will be paid directly to defendant, Nancy Drake Donelson, within thirty (30) days of the entry of the Final Decree. The remaining Twenty Five Thousand Dollars ($25,000) will be a judgment bearing interest at the rate of ten percent (10%) per annum in favor of the defendant, Nancy Drake Donelson, with execution stayed pending strict compliance with the repayment schedule which follows. On or before January 1, 1985, the first payment will be made in the amount of Five Thousand Dollars ($5,000) plus interest on Twenty-Five Thousand Dollars ($25,000) at ten percent (10%) per annum calculated from the date of entry of the Final Decree until the date of payment. On or before January 1, 1986, the second payment will be made in the amount of Five Thousand Dollars ($5,000) plus

interest on Twenty Thousand Dollars ($20,000) at ten percent (10%) per annum calculated from the date the first payment was made until the date of the payment. On or before January 1, 1987, the third payment will be made in the amount of Five Thousand Dollars ($5,000) plus interest on Fifteen Thousand Dollars ($15,000) at ten percent (10%) per annum calculated from the date the second payment was made until the date of payment. On or before January 1, 1988, the fourth payment will be made in the amount of Five Thousand Dollars ($5,000) plus interest on Ten Thousand Dollars ($10,000) at ten percent (10%) per annum calculated from the date the third payment was made until the date of payment. On or before January 1, 1989, the final payment will be made in the amount of Five Thousand Dollars ($5,000) plus interest on Five Thousand Dollars ($5,000) at ten percent (10%) per annum calculated from the date the fourth payment was made until the date of payment.

If any of these payments are not made as scheduled, then the entire balance becomes due and payable for which execution may issue. To secure payment of this alimony in solido award, a lien shall attach to plaintiff's one-third (1/3) undivided interest in the real property known as "Cleveland Hall."

The defendant, Nancy Drake Donelson, shall remain in possession of "Cleveland Hall" for eighteen (18) months after the rendition of this Decree, if she so elects, but for no longer period.

John J. Hollins, attorney for the defendant, Nancy Drake Donelson, is awarded an attorney's fee to be paid by the plaintiff, William Stokley Donelson, II, in the amount of Seven Thousand Five Hundred Dollars ($7,500) to be applied to the defendant's attorney's fees. Any balance shall be paid by the defendant. The plaintiff, William Stokley Donelson, II, shall pay the costs of this cause.

The alimony in solido award, the Seven Thousand Five Hundred Dollar ($7,500) attorney's fees award, and the costs of this cause are hereby declared a lien upon the interest of the plaintiff, William Stokley Donelson, II, in the "Cleveland Hall" property until paid in full as specifically set forth herein.

ENTERED this 24th day of January, 1984.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH, P.C.

By: John J. Hollins
Attorney for Nancy Drake Donelson

cc: Marietta Shipley
January 19, 1984

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IDENTIF. REFERENCE

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REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE

Minute Book 134B
page 1723

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* William Stokely Donelson, II *Plaintiff, and* Nancy Drake Donelson, et al *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* 14th *day of* May *in the year one thousand nine hundred and* Eighty-four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #CR 117