140B 820

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1984 NOV -5 PM 3:20
GEORGE L. BOOKER, CLERK
D.C.

WILLIAM ALBERT SWARTWOUT

VS. NO. 84D-838

JACQUILINE EDWINA SWARTWOUT

MAP NO. 133-07-0
PARCEL NO. 187.00

FINAL DECREE

BOOK 6473 PAGE 774

This cause came on to be heard on the 23rd day of October, 1984, before the Honorable Muriel Robinson, Judge, upon the original Complaint for Absolute Divorce filed by William Albert Swartwout, Answer and Counter Complaint for Separate Maintenance filed by Jacquiline Edwina Swartwout, oral motion in open Court by attorney for Jacquiline Swartwout to amend and request an Absolute Divorce, there being no objection to the Motion, it was duly granted, statement to the Court by the attorney representing the Complainant that he desired to withdraw his original Complaint and proceed on his Answer, testimony of the Counter Complainant, Jacquiline Edwina Swartwout, submission to the Court of a portion of the deposition of William Albert Swartwout, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that the Defendant, William Albert Swartwout, has been guilty of such cruel and inhuman treatment or conduct towards Counter Complainant/Wife as renders further cohabitation unsafe and improper.

It is therefore ORDERED AND ADJUDGED by the Court that the original Complaint for Absolute Divorce filed by William Albert Swartwout is hereby dismissed.

It is further ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are hereby and forever perpetually dissolved and the Counter Complainant/Wife, Jacquiline Edwina Swartwout, is granted an Absolute Divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court that the absolute care, custody and control of the child of the parties, to-wit, Gregory Swartwout, shall be awarded to the Wife with reasonable visitation reserved to Husband.

It is further ORDERED AND ADJUDGED by the Court that the Husband, William Albert Swartwout, shall pay the sum of One Hundred Fifty Dollars ($150.00) per month for the support and maintenance of the minor child, until such time as he graduates or should graduate from high school, May 30, 1985. These payments shall be made directly to the Wife in equal installments due on the first (1st) and fifteenth (15th) day of each month, beginning November 1, 1984.

It is further ORDERED AND ADJUDGED by the Court that all right, title and interest which the Husband, William Albert Swartwout, has in and to the home of the parties at 3337 Mimosa Drive, Nashville, Davidson County, Tennessee, more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 33 on the Plan of Glencoe Acres Subdivision, Section 1, of record in Book 1835, pages 136, 137 and 138, Register's Office for said County.
>
> Said Lot No. 33 fronts 75 feet on the southerly margin of Mimosa Drive and runs back between lines 199.1 feet on the westerly line and 194.1 feet on the easterly side to a line in the rear on which it measures 75.50 feet.
>
> Title to the above described property is vested in Willard L. Kenyon and wife, Mary G. Kenyon, by deed from Thomas M. Gunter and wife, of recrd in Book 2798, page 483, Register's Office for Davidson County, Tennessee.
>
> The above described property is conveyed subject to restrictions of record in Book 1788, page 495; Book 1835, page 136; Book 2088, page 534; Book 2099, page 408; Book 2105, page 633, and Book 2241, page 507; and to conditions set out in Plan of record in Book 1835, pages 136, 137 and 138, said Register's Office.
>
> Taxes for the year 1968 have been prorated and are assumed by the grantees.

shall be divested from him and the sole and exclusive ownership in said property shall be vested in the Wife, Jacquiline Edwina Swartwout, in fee simple absolute ownership, and she shall be responsible to assume the balance of mortgage indebtedness thereon and hold the Husband harmless therefrom.

It is further ORDERED AND ADJUDGED by the Court that the Husband, William Albert Swartwout, shall receive the following personal property: his clothes, jewelry, and other items that he has removed from the home of the parties and the antique lamp, redwood wall clock, 30/30 rifle and shells, .25 automatic and shells, and the Black & Decker power hand saw, and television and kitchen items already removed from the home. All other articles of household furniture, and/or furnishings not specifically awarded to Husband shall become the sole and exclusive property of Wife, Jacquiline Edwina Swartwout, free and clear of any claims by Husband.

It is further ORDERED AND ADJUDGED by the Court that Wife shall be awarded the sole and exclusive ownership of the 1977 Ford and Husband shall be awarded the sole and exclusive ownership of the 1984 Ford pick up. Husband shall assume responsibility for any mortgage indebtedness upon the aforementioned vehicle and hold Wife harmless therefrom.

It is further ORDERED AND ADJUDGED by the Court that the boat, motor and trailer shall be awarded to the son of the parties, to wit: Gregory Swartwout.

It is further ORDERED AND ADJUDGED by the Court that Husband shall convey all of his interest in and to the 1982 Datsun automobile to the son of the parties, to wit: Gregory Swartwout, with the understanding that upon the minor son attaining his majority in December of 1984, the son will assume responsibility for the monthly mortgage payment thereof.

It is further ORDERED AND ADJUDGED by the Court that Husband, William Albert Swartwout, shall be responsible for the payment of any and all outstanding debts of the parties incurred up through the date of this hearing. Husband specifically agrees that he shall be responsible for the following debts:

Dr. Charles M. Gill
Baptist Hospital
Dr. Henderson (eye doctor)
Vanderbilt Hospital Pathelogical Laboratory
Sears & Roebuck
Wife's automobile liability insurance for a period of six (6) months, same being due in November of 1984

It is further ORDERED AND ADJUDGED by the Court that the Husband shall maintain in full force and effect life insurance policies with Liberty National Insurance Company, specifically policies no. 1248284, 1239821, 3399111, and 3937587, with Wife designated as the irrevocable beneficiary thereof, for a period of eighteen (18) months hereafter, beginning with November, 1984. Upon the expiration of eighteen (18) months, Husband shall only be required to maintain one-half (1/2) of the aforementioned insurance policies with Wife as irrevocable beneficiary, but he agrees that he will then convert the other one-half (1/2) portion payable to his son, Gregory Swartwout, as irrevocable beneficiary thereof until Husband's death.

It is further ORDERED AND ADJUDGED by the Court that the Husband, William Albert Swartwout, shall pay directly to Wife the sum of Four Hundred Fifty Dollars ($450.00) per month as alimony in futuro, for a period of eighteen (18) months, with the first payment being due on November 1, 1984, and which payments shall be made in two (2) monthly installments, on the first (1st) and fifteenth (15th) days thereafter. Upon the expiration of the eighteen (18) months, and beginning with May 1, 1986, the alimony payments shall automatically reduce to the sum of Two Hundred Seventy Five Dollars ($275.00) per month, and said payments shall continue in this sum until the death or remarriage of Wife, whichever is the first event to occur. It is agreed by the parties that these payments shall be considered as alimony and taxable to Wife as ordinary income and they shall be tax deductible to Husband.

It is further ORDERED AND ADJUDGED by the Court that all right, title and interest which Wife shall have in and to Husband's Greyhound pension and profit sharing plan be divested out of her and the sole and exclusive ownership and any rights to said pension and profit sharing plan shall be vested in Husband.

It is further ORDERED AND ADJUDGED by the Court that Husband, William Albert Swartwout, shall maintain in full force and effect health insurance coverage on the minor son of the parties, until age twenty two (22) so long as he is pursuing a regular college education. Should he not attend college, then upon graduation from high school, this responsibility for Husband shall cease. Any hospital, medical, doctor, or dental expense, including medicines and prescriptions incurred by son and not covered by the aforementioned insurance shall be paid by the Husband, William Albert Swartwout. The parties agree to cooperate in forwarding the bills and statements to Husband for filing with the insurance company.

It is further ORDERED AND ADJUDGED by the Court that Wife, Jacquiline Edwina Swartwout, shall have and recover of the Husband, William Albert Swartwout, the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00) in the form of alimony and for payment of her attorney fees. Additionally, Husband shall be responsible for payment of the Court Reporter expenses incurred in connection with the prosecution of this case. Wife's portion of the Court Reporter expenses are in the sum of Two Hundred Forty Six Dollars 91/100 ($246.91), provided they are paid on or before November 22, 1984.

It is further ORDERED AND ADJUDGED by the Court that any and all injunctions or restraining orders heretofore granted in this cause against Husband or his place of employment, Greyhound Lines, Inc., are hereby dissolved and dismissed, and both parties are released from any further responsibility therefrom.

The costs of this cause are taxed against the Husband, William Albert Swartwout, for all of which execution may issue if necessary.

JUDGE

11-5-84

APPROVED FOR ENTRY:

JACKSON, TANNER & REYNOLDS

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Robert L. Jackson

BY: ROBERT L. JACKSON
SOLICITOR FOR COMPLAINANT
216 Third Avenue, North
Nashville, Tennessee 37201
615/256-2694

CURRY & CHILD

BY: MONTE D. CURRY
SOLICITOR FOR DEFENDANT
4220 Nolensville Road
Nashville, Tennessee 37211

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IDENTIF. REFERENCE

JAN 15 9 19 AM '85

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

DEPUTY

# STATE OF TENNESSEE

*I,* **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* 5th *day of* November, *19* 84, *in Case Number* 84D-838 *between* William Albert Swartwout *Plaintiff, and* Jacqueline Edwina Swartwout *Defendant, as same remains of record in Book* 140B, *Page* 820 *of the Minutes of 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* January *in the year one thousand nine hundred and* Eighty-five *and in the* 209th *year of American Independence.*

CIRCUIT COURT OF DAVIDSON CO.

**GEORGE L. ROOKER,** *Clerk,*

By: D. Rooker *D.C.*

01/15 18.00 CHECK

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**Form #GR-117**