146A/2647

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M-61-1

P-5-6

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WALTER PAUL WESTOVER, SR. Plaintiff and Cross Defendant vs. BEVERLY JOYCE WESTOVER Defendant and Cross Plaintiff	)	NO. 84D-3777

FILED
1985 JUL 22 PM 2:36
GEORGE L. ROOKER, CLERK
D.C.

DIVORCE DECREE

This cause came on to be heard the 8th day of July, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court, upon the cross petition for absolute divorce filed on behalf of Beverly J. Westover, the original petitioner Walter Paul Westover, Sr. having announced to the Court that he was dismissing his original petition, testimony of the parties, witnesses, and statement of counsel from all of which the Court found that it had jurisdiction of the subject matter and of the parties and the Court is further of the opinion and finds the following: That the said Walter Paul Westover, Sr. is guilty of cruel and inhuman treatment which renders further cohabitation unsafe and improper and that Beverly J. Westover should be awarded an absolute divorce from the said Walter Paul Westover, Sr.; that the parties own the home place at 235 Maplewood Lane, Nashville, Tennessee, and that said property is valued at $55,000.00 and has a first mortgage of $25,000.00 leaving an equity of $30,000.00 and that Beverly J. Westover be awarded the said property at 235 Maplewood Lane and that any interest Walter Paul Westover, Sr. has in said property be divested from him and vested in her and that Walter Paul Westover, Sr.'s interest in the equity be awarded to Beverly J. Westover as alimony in solido. The Court further found that Nashville City Bank holds a second mortgage against the property and in the event of foreclosure, Beverly J. Westover shall have a judgment lien as alimony in the amount of $30,000.00 against Walter Paul Westover, Sr. and said judgment lien shall be further secured by the stock, assets and accounts receivable of Walter Paul Westover, Sr.'s business Music City Trailer Repair, Inc. The Court further found that Beverly J. Westover had signed a general guaranty with Nashville City

Bank and if she is called upon to pay any of Walter Paul Westover, Sr.'s accounts as a result of this guaranty, then she shall have a judgment against Walter Paul Westover, Sr. as alimony for the recovery of any amount she is called upon to pay.

The Court further found that Beverly J. Westover is entitled to alimony and that Walter Paul Westover, Sr. shall pay to her the sum of $500.00 each month as alimony in futuro beginning August 5, 1985, and continuing each month thereafter. The Court further found that Walter Paul Westover, Sr. shall obtain and pay for medical and hospitalization insurance covering the said Beverly J. Westover and if it is found that she is uninsurable, then he shall pay as alimony all medical expenses which she shall incur over and above $250.00 each year.

The Court further found that all personal property in the possession of Beverly J. Westover shall become her sole and separate property and any interest Walter Paul Westover, Sr. has shall be divested from him and vested in her; that all personal property in the possession of Walter Paul Westover, Sr. shall become his sole and separate property and any interest Beverly J. Westover has shall be divested from her and vested in him; that Walter Paul Westover, Sr. be awarded the boat, motors and trailers which he has along with the Bronco automobile; that Beverly J. Westover be awarded the Cadillac automobile which she is driving; and that Walter Paul Westover, Sr. be awarded the Gravely tractor and his fishing equipment, joint savings account at Nashville City Bank and all assets in the business.

The Court further found that the parties own 18 lots in Cheatham County, Tennessee, 11 of which Nashville City Bank holds a second mortgage and that Walter Paul Westover, Sr. be awarded the lake lots in Cheatham County which are on the Nashville City Bank second mortgage and that the 7 lots in Cheatham County not covered by the Nashville City Bank mortgage remain as tenants in common but that any first mortgage against the 7 lots be paid by Walter Paul Westover, Sr.

It is therefore ORDERED, ADJUDGED and DECREED that Beverly J. Westover be awarded an absolute divorce from Walter Paul Westover, Sr. and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that Beverly J. Westover be awarded the parties home place at 235 Maplewood Lane and that any interest Walter Paul Westover, Sr. has in said property be

divested from him and vested in her, and further that she be awarded equity in the amount of $30,000.00 as alimony in solido.

It is further ORDERED, ADJUDGED and DECREED that in the event of foreclosure on the home place 235 Maplewood Lane by Nashville City Bank, Beverly J. Westover shall have a judgment lien as alimony in the amount of $30,000.00 against Walter Paul Westover, Sr. and said judgment lien shall be further secured by the stock, assets and accounts receivable of Walter Paul Westover, Sr.'s business Music City Trailer Repair, Inc.

It is further ORDERED, ADJUDGED and DECREED that if Beverly J. Westover is called upon to pay any of Walter Paul Westover, Sr.'s accounts as a result of a general guaranty with Nashville City Bank, then Beverly J. Westover shall have a judgment against Walter Paul Westover, Sr. as alimony for the recovery of any amount she is called upon to pay.

It is further ORDERED, ADJUDGED and DECREED that Walter Paul Westover, Sr. shall pay to Beverly J. Westover the sum of $500.00 per month as alimony in futuro beginning August 5, 1985, and continuing thereafter until further orders of the Court.

It is further ORDERED, ADJUDGED and DECREED that Walter Paul Westover, Sr. shall obtain and pay for medical and hospital insurance covering Beverly J. Westover and if she is uninsurable, then Walter Paul Westover, Sr. shall pay as alimony all medical expenses which Beverly J. Westover shall incur over and above $250.00 each year.

It is further ORDERED, ADJUDGED and DECREED that all personal property in the possession of Beverly J. Westover become her sole and separate property and any interest Walter Paul Westover, Sr. has shall be divested from him and vested in her. All personal property in the possession of Walter Paul Westover, Sr. shall become his sole and separate property and any interest Beverly J. Westover has shall be divested from her and vested in him. Walter Paul Westover, Sr. be awarded the boat, motors and trailers, Bronco automobile, Gravely tractor, fishing equipment, joint savings account at Nashville City Bank and all assets in the business and Beverly J. Westover be awarded the Cadillac automobile.

It is further ORDERED, ADJUDGED and DECREED that Walter Paul Westover, Sr. be awarded the 11 Cheatham County lots on which Nashville

City Bank holds a second mortgage with the remaining 7 lots retained as tenants in common by the parties and that any first mortgage against the remaining 7 lots be paid by Walter Paul Westover, Sr.

It is further ORDERED, ADJUDGED and DECREED that Walter Paul Westover, Sr. pay the cost of this cause all of which execution may issue.

JUDGE

7-22-85

M. NORRIS JENKINS

Attorney for Beverly J. Westover

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Divorce Decree was mailed this 11th day of July, 1985, to Joe M. Haynes, Attorney for Walter Paul Westover, Sr., P.O. Box 527, Goodlettsville, TN 37072.

M. NORRIS JENKINS

Attorney for Beverly J. Westover

LG

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IDENTIFT REFERENCE

SEP 25 10 14 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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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* twenty-second *day of* July, 1985, *in Case Number* 84D-3777 *between* WALTER PAUL WESTOVER, SR., *Plaintiff, and* BEVERLY JOYCE WESTOVER, *Defendant, as same remains of record in Book* 146A, *Page* 2647 *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* 25th *day of* September *in the year one thousand nine hundred and* eighty-five *and in the* two hundred tenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

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

Form #GR-117