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GEORGE L. BOOKER, CLERK

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WILLIAM TRUMAN MELVIN,

Plaintiff/Cross-Defendant,

vs.

DONNIE MARIE MALONE MELVIN,

Defendant/Cross-Plaintiff.

NO. 85655

BOOK 7248 PAGE 490

O R D E R

THIS CAUSE came on to be heard on this 22nd day of May, 1987, before the Honorable Hamilton Gayden, Judge of the First Circuit Court for Nashville, Davidson County, Tennessee, upon Motion filed by the defendant/cross-plaintiff, Donnie Marie Malone Melvin, requesting the Court to finalize the Final Decree of Divorce in this cause, upon statement of counsel for the defendant/cross-plaintiff, review of the record and so forth, the Court is of the opinion that said Motion is well taken and should be granted. It is, therefore,

ORDERED that the Final Decree of Divorce in this cause is hereby finalized and spread upon the Minutes of this Court this 22nd day of May, 1987.

ENTERED this 26th day of May, 1987.

JUDGE

APPROVED FOR ENTRY:

JOE P. BINKLEY
Attorney for Defendant

29638

IDENTIFICATION REFERENCE

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DAVIDSON COUNTY, TN

BOOK 7248 PAGE 491

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GEORGE L. ROOKER, CLERK

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C.

WILLIAM TRUMAN MELVIN)
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)
)
VS.) NO. 8 5 6 5 5
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)
)
DONNIE MARIE MALONE MELVIN)

FINAL DECREE

This cause came on to be heard on the 18th day of July, 1977, before the Honorable J. William Rutherford, Judge of the First Circuit Court for Davidson County, Tennessee, upon a cross bill filed by the cross-plaintiff, Donnie Marie Malone Melvin, the original bill for divorce filed by the cross-defendant, William Truman Melvin, having been dismissed by a prior order, the matter was heard uncontested. Upon presentation of proof, testimony of corroborating witnesses, and argument of counsel, the Court finds that the cross-defendant, William Truman Melvin, has been guilty of such cruel and inhuman towards cross-plaintiff, Donnie Marie Malone Melvin, as renders further cohabitation unsafe and improper for her to remain under his dominion and control.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved, and cross-plaintiff, Donnie Marie Malone Melvin, is restored to all the rights and privileges of an unmarried person.

It is further ORDERED that the care, custody, and control, of the parties' minor child, Stephanie Rana, is granted to the cross-plaintiff, Donnie Marie Malone Melvin, with reasonable visitation rights vested in cross-defendant.

It further appearing to the Court that the parties hereto have entered into a property settlement agreement, which the Court does ratify and makes a part of this Decree:

PROPERTY SETTLEMENT AGREEMENT

REAL PROPERTY

The home of the parties at 3120 Windemere Circle, Donelson Tennessee, is granted to cross-plaintiff in fee simple, and all equity therein. The cross-defendant will pay the principal and interest on the house note of One Hundred Four ($104.00) Dollars per month for a period of twelve (12) years from the date of this Decree or until the minor child reaches 18 years of age. The One Hundred Four ($104.00) Dollars house payment shall be considered as alimony for tax purposes on behalf of cross-defendant, William Truman Melvin. Cross-plaintiff, Donnie Marie Malone Melvin, will pay the taxes and insurance as they become due on said home.

MEDICAL COVERAGE

Cross-defendant, William Truman Melvin, will keep in full force and effect medical and dental coverage for the parties' minor child until said child reaches age 18 years.

PERSONAL PROPERTY

Cross-plaintiff, Donnie Marie Malone Melvin, is to receive all household furniture and furnishings located in the parties' home at 3120 Windemere Circle, free from any right, title, or interest, cross-defendant might have therein, with the exception of some personal tools that belong to the cross-defendant, William Truman Melvin. These items shall be considered his sole property.

Cross-plaintiff has in her possession a 1975 Mercedes Benz automobile, titled to cross-defendant. Cross-defendant will execute whatever instruments that are necessary to place the title to this vehicle exclusively in cross-plaintiff, subject to any mortgage thereon, and cross-plaintiff will hold cross-defendant harmless from the payment of any mortgage or notes due on said vehicle.

ACCOUNTS, DEBTS, ETC.

Cross-plaintiff will assume the balance and hold harmless cross-defendant on the following accounts: Castner's $421.00, Gulf Tire Company $211.00, Sears $268.00, Mastercharge $407.00, Cain Sloan $454.00, and Bankamericard $1,21.00. Cross-defendant, William Truman Melvin, will assume full responsibility for a U. S. Courthouse credit loan balance due in the amount of $1,743.12, and shall hold cross-plaintiff harmless from any liability thereon.

CHILD SUPPORT

Cross-plaintiff will not hold cross-defendant responsible for any child support in the future, except in the occurance of some unusual circumstance that would be approved by the Court. This is being agreed upon by cross-plaintiff in view of the fact that cross-defendant is conveying to cross-plaintiff his right, title, and interest, in the parties' home, same representing the largest asset owned by the parties, and further in view of the fact that cross-defendant is paying the notes thereon for a period of twelve (12) years.

MISCELLANEOUS

Cross-plaintiff and cross-defendant shall execute any and all necessary instruments or papers to convey any and all property rights one to the other that might be required as a result of this property settlement agreement.

ATTORNEY'S FEES, COURT COSTS

Cross-Defendant, William Truman Melvin, is to pay to cross-plaintiff's attorney of record the sum of $350.00 representing attorney's fees in this cause. In addition, cross-defendant is to pay any and all court costs, for which execution may issue, if necessary.

ENTER this _____ day of _____, 1977.

_____
JUDGE

APPROVED FOR ENTRY:

_____
JACK NORMAN, JR.
Attorney for Original Plaintiff
and Cross-Defendant

_____
JOE P. BINKLEY
Attorney for Original Defendant
and Cross-Plaintiff

7/18/77

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished this 22nd day of May, 1987, to Mr. Jack Norman, Jr., attorney for plaintiff, 213 Third Avenue North, Nashville, Tennessee 37201.

Joe P. Binkley

JOE P. BINKLEY
Attorney for Defendant
174 Third Avenue North
Nashville, Tennessee 37201
244-8630

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* FIRST *Circuit Court for Davidson County, Tennessee, on the* 26th *day of* MAY, *19* 87, *in Case Number* 85655. *between* WILLIAM THOMAS MELVIN *Plaintiff, and* DONNIE MARIE MALONE MELVIN *Defendant, as same remains of record in Book* 164B, *Page* 1277 *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* 27th *day of* MAY *in the year one thousand nine hundred and* eighty-seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Geo L Rooker *D.C.*

Form #GR-117

ksr
5/21/87