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GEORGE L. ROBERTS, CLK.
L. Spurlock D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

HAZEL MAXINE TAUBERT WILLIAMS]
]
VS.] NO. 86D-939
]
BILLY RAY WILLIAMS]

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FINAL DECREE

This cause came on to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on June 23rd, and 24th, 1987, and upon all of the pleadings heretofore filed in the cause. Following the testimony of the parties, their corroborating witnesses, statement of counsel and a review of the entire record by the Court, the Court is of the opinion that the wife, HAZEL MAXINE TAUBERT WILLIAMS, did successfully sustain her grounds for divorce, that is that the defendant, BILLY RAY WILLIAMS, has been guilty of such cruel and inhuman treatment as renders further cohabitation between the parties unsafe and improper. The Court further found that the defendant and cross/plaintiff, BILLY RAY WILLIAMS, had failed to sustain the grounds for divorce alleged in the cross-complaint.

It is therefore, ORDERED, ADJUDGED, and DECREED that the plaintiff/wife, HAZEL MAXINE TAUBERT WILLIAMS, is awarded an absolute divorce from the defendant, BILLY RAY WILLIAMS, and is restored to all rights and privileges of an unmarried person. The bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. The cross-complaint of the defendant and cross/plaintiff, BILLY RAY WILLIAMS, is dismissed.

As an equitable division of the marital properties accumulated by the parties during their marriage, it is ORDERED, ADJUDGED, and DECREED as follows:

(1) All of husband's right, title and interest in and to the real property owned by the parties at 411 Benita Drive, Nashville, Tennessee, is devested out of the defendant/husband and said property is awarded absolutely to the plaintiff/wife.

Said property will hereinafter become the sole and exclusive property of plaintiff/wife free and clear from any further claim thereon by defendant/husband. It shall be the responsibility of the plaintiff/wife to assume the outstanding mortgage indebtedness against the property in the approximate amount of Seven Thousand ($7,000.00) dollars and plaintiff/wife shall hold defendant/husband harmless from any further responsibility therefore. Said real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Windsor Park, as of record in Book 3600, page 64, Register's Office for Davidson County, Tennessee.
>
> Said lot No. 10 fronts 70 feet on the westerly side of Benita Drive and runs back between parallel lines 190 feet to a line at the rear on which it measures 70 feet thereon.
>
> Being the same property conveyed to Billie Ray Williams and wife Hazel T. Williams, by deed from Windsor Development Company of record in Book 3938, Page 126, Register's office, Davidson County, Tennessee.

The husband shall execute any and all documents necessary to effect the transfer of the property into the name of plaintiff/wife.

(2) All of the household goods, furnishings, and effects located at the real property at 411 Benita Drive, shall hereinafter become the sole and exclusive property of the wife free and clear from any further claim thereon by the husband. Excepted from this provision are the following items which will become the sole and exclusive property of the husband to wit: All of husband's personal clothing, husband's jewelry, husband's personal tools, workbenches, welder, table power saw, power blower, and miscellaneous hand tools, a maple bedroom suite, consisting of double bed, mattress and springs, dresser with mirror, night stand, and miscellaneous pictures and lamps, one color television located in the den, together with one-half of the pots, pans and cooking utensils, silverware, dishes, china, and linens and quilts.

(3) The three grave lots located at Woodlawn Cemetary shall become the sole and exclusive property of the husband free and clear from any further claim thereon by wife, and wife shall

execute such documents as may be necessary to effecuate the transfer of said lots into the name of the husband.

(4) All of the monies that husband has invested in the Industrial Credit Union of Nashville, and in the approximate amount of Thirty-Three Thousand ($33,000.00) Dollars shall become the sole and exclusive property of the husband free and clear from any claim by the wife.

(5) All of retirement accounts in the name of the husband and currently in the possession of the husband, one being in the approximate amount of Ten Thousand Three Hundred ($10,300.00) Dollars, and the other being in the approximate amount of Two Thousand ($2,000.00) Dollars shall become the sole and exclusive property of the husband free and clear from any claim thereon by the wife.

(6) All of husband's Co-op stock shall become the sole and exclusive property of the husband.

(7) Any an all pensions, or pension plans benefiting either of the parties shall become the sole and exclusive property of that party that the plan benefits, and shall be free and clear from any claim of any nature whatsoever on the part of the opposite party.

(8) The wife's Vanity Fair stock shall become the sole and exclusive property of the wife.

(9) The wife's investment in the League Central Credit Union in the approximate amount of Fifty-One Hundred ($5,100.00) Dollars shall become the sole and exclusive property of the wife.

(10) The husband shall be awarded his 1986 Ford Pickup Truck subject to the mortgate indebtedness thereon, and the wife shall be awarded the 1974 Chevrolet automobile and the 1984 Ford Escort automobile. Both parties will execute any and all titles or other documents necessary for the transfer of the automobiles into the name of that person to which the automobiles are awarded.

It is further ORDERED, ADJUDGED, and DECREED that as alimony in futuro, husband shall pay to the wife the sum of Two Hundred and Fifty ($250.00) Dollars per month, payable until the

death or remarriage of the wife. The first payment shall be due and payable on or before July 5, 1987, for the month of July, 1987, and subsequent payments shall be due and payable on or before the 5th day of each successive month. These payments are classified as taxable income to the wife, and as tax deductible payments by husband.

It is further ORDERED, ADJUDGED, and DECREED that the husband shall continue to keep in full force and effect the medical insurance or health policy that he has benefiting the daughter of the parties, GINA WILLIAMS. Said policy shall be maintained in full force and effect by the husband until further orders of the Court.

As additional alimony in solido, the husband shall pay to Jack Norman, Jr., solicitor for the wife the sum of One Thousand ($1,000.00) Dollars as his fee for services rendered to the wife in this cause. The husband shall pay the costs of this cause all for which execution may issue if necessary.

Enter this 1st day of July, 1987.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr.
Attorney for Plaintiff/Wife
213 Third Avenue North
Nashville, Tennessee 37201

Robert L. Jackson
Attorney for Defendant/Husband
216 Third Avenue North
Nashville, Tennessee 37201

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IDENTIFICATION REFERENCE

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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* first *day of* July, *19* 87, *in Case Number* 86D-939 *between* Hazel Maxine Taubert Williams *Plaintiff, and* Billy Ray Williams *Defendant, as same remains of record in Book* 162B, *Page* 1419 *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* July *in the year one thousand nine hundred and* eighty-seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Allyatt *D.C.*

Form #GR-117