54-13-78
4143-127

Dec. 5, 1972
23C/1235

BOOK 7437 PAGE 435

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JOYCE S. DAVIS)
)
)
VS.) NO. 64816
)
)
JOHN CLARENCE DAVIS)

FINAL DECREE

This cause came on to be heard before the Honorable Shelton Luton, Judge of the Probate Court for Davidson County, Tennessee, on the 28th day of November, 1972, upon the original Bill of Divorce of complainant, the answer thereto of the defendant, the testimony of the parties and witnesses for the complainant, including depositions, the stipulations of the parties through counsel, argument of counsel and the entire record in this cause, from all of which the Court finds that the allegations of the original Bill of complainant have been fully sustained, that the complainant is entitled to an absolute divorce from the defendant on the grounds of cruel and inhuman treatment and adultery, that the complainant is entitled to custody of the minor children of the parties, alimony, child support and certain other relief; accordingly, it is

ORDERED, ADJUDGED and DECREED by the Court that:

1. The bonds of matrimony heretofore subsisting between the parties be, and the same hereby are dissolved and the complainant, Joyce S. Davis, is awarded an absolute divorce from the defendant, John Clarence Davis, on the grounds of cruel and inhuman treatment and adultery, and she is restored to all the rights and privileges of an unmarried person.

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FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE
9.3.9.4.9.

2. The complainant is awarded custody of the minor children of the parties, to-wit: John C. Davis, Jr., Jamye Ann Davis, and Joy Lynn Davis, and reasonable rights of visitation with said minor children are reserved to the defendant. Specifically, the defendant shall have the right of visitation with the minor children of the parties during the coming Christmas season for a period of up to five (5) days, at the option of defendant, commencing on or after Wednesday, December 27, 1972. For each succeeding Christmas the said defendant shall have visitation rights with the minor children of the parties for up to five (5) days, at the defendant's option, commencing no sooner than two (2) days after Christmas. Likewise during the Easter vacation for this and each succeeding year, the defendant shall have rights of visitation with said minor children for up to five (5) days at the option of defendant, commencing no sooner than the Wednesday after Easter. All Christmas, Easter, and other visitations shall be at the expense of defendant, and said visitations shall not interfere with the schooling of said minor children. During the vacation months of the summer, the defendant shall have visitation rights with said minor children for a period of up to four (4) weeks at the option of defendant, at the expense of defendant, and divided into intervals as reasonably determined by defendant, provided that all summer visitation shall be completed at least two (2) weeks prior to the commencement of the fall school term. The defendant is specifically enjoined from having with him for an overnight stay any woman other than a woman to whom he is married during any and all periods of visitation with the minor children of the parties.

3. The interest of the defendant, John Clarence Davis, in the improved real property owned by the parties as tenants by the entireties at 207 Brandywine Drive, Nashville, Davidson County,

Tennessee, is hereby divested out of the defendant, and into the complainant, Joyce S. Davis, free from any claim whatsoever of defendant. Said real property, title to which is hereby divested out of defendant and into complainant is more particularly described as follows:

> Being Lot No. 44 on the Plan of Brandywine Farms Subdivision, Section 1, as of record in Book 3600, pages 79 and 80, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 44 fronts 150 feet on the easterly margin of Brandywine Drive and runs back between lines measuring 230 feet on the northerly line and 335 feet on the southerly line to a dead line in the rear measuring 183.1 feet.
>
> Being the same property conveyed to John C. Davis and wife, Joyce T. Davis, by deed from E. Wayne Taylor, et ux, Linda Lee Taylor, of record in Book 4143, Page 127, Register's Office for Davidson County, Tennessee.

4. Complainant is awarded all of the furniture, furnishings, silver, china and wedding presents of the parties, free from any claim thereto of defendant.

5. The 1969 Ford stationwagon of the parties presently titled in the name of defendant is hereby awarded to complainant free and clear of all encumbrances and defendant shall execute any and all documents necessary to pass title thereto. Defendant is hereby awarded the 1972 Chevrolet titled in his name free from any claim thereto of Complainant.

6. The proceeds of a certain tax refund check from the United States Government, No. 4,586,605, payable to the parties, shall be divided with Complainant receiving One Thousand Two Hundred ($1,200.00) Dollars and defendant receiving Six Hundred Thirty-Nine and 09/100 ($639.09) Dollars.

7. The defendant shall pay to the complainant as child support the sum of Five Hundred ($500.00) Dollars per month and likewise, the defendant shall pay to the complainant as permanent

alimony the sum of Five Hundred ($500.00) Dollars per month. All payments by the defendant as child support and alimony shall be payable through the office of the Clerk of the Circuit Court for Davidson County, Tennessee, with the Clerk's commission deductible from the total payment of One Thousand ($1,000.00) Dollars per month. The first payment of both alimony and child support shall be due for the month of December, 1972, and shall be payable into the Clerk's Office by December 5, 1972. Each succeeding monthly payment of child support and alimony shall likewise be due and payable thereafter into the Office of the Clerk by the fifth (5th) day of each succeeding month.

8. The defendant shall maintain in full force and effect policies of hospitalization and major medical medical insurance with the minor children of the parties as beneficiaries thereof. All necessary doctor and dental expense of said minor children not covered by the aforementioned hospitalization and major medical insurance shall be paid by defendant as additional child support.

9. The defendant shall maintain in full force and effect, with payment of premiums when due, a whole life insurance policy presently carried by defendant and insuring his life in the amount of Ten Thousand ($10,000.00) Dollars with the complainant as beneficiary of the entire proceeds thereunder. Defendant shall not terminate said policy, fail to meet the premium payments therefor or change the beneficiary thereof absent the express written consent of the complainant or approval of this Court.

10. In addition to the aforementioned insurance provided for in paragraphs 8 and 9 hereof, the defendant shall maintain in full force and effect, with payment of all premiums when due, the total amount of Fifty Thousand ($50,000.00) Dollars worth of insurance on his life, with his minor children as the beneficiary of

the proceeds thereunder. Provided, however, that said policy or policies of insurance, which shall not be limited as to type, e.g., term, whole life, etc., shall provide that the proceeds of said insurance shall be payable to the Complainant, Joyce S. Davis, as trustee for the minor children of the parties, so long as said children have not reached majority. In the event of death of the defendant after one (1) or more of the minor children of the parties has obtained its majority but one (1) or more has not, then and in that event the proceeds shall be divided pro rata between those children who have attained their majority and complainant as trustee for those children who have not. As to all insurance provided for in paragraphs 8, 9, and 10 of this Decree, defendant shall provide to complainant reasonable proof of the fact that the insurance provided for is in full force and effect, reasonable proof of premium payment and reasonable proof of designation of beneficiaries as provided herein, with notification to the insurance companies in question that the beneficiaries cannot be changed except as herein provided.

11. Lewis H. Conner, Jr., attorney for the complainant, Joyce S. Davis, is hereby awarded judgment against the defendant, John Clarence Davis, for the sum of Three Thousand ($3,000.00) Dollars as his reasonable attorney's fee for representation of the complainant in this cause, for which amount let execution issue if necessary.

12. The costs of this cause, including all the costs of depositions filed in this cause, are hereby taxed against the defendant, for which let execution issue if necessary.

13. From all of which the defendant hereby prays an appeal to the Court of Appeals for the State of Tennessee, Middle

District, which appeal the Court is pleased to grant, and the defendand is hereby awarded thirty (30) days in which to perfect his appeal as required by law and the statutory period in which to file his bill of exceptions.

Enter this 5th day of December, 1972.

Stratton Luton
JUDGE

APPROVED FOR ENTRY:

DEARBORN & EWING

BY: Lewis H. Conner, Jr.

ATTORNEYS FOR COMPLAINANT, JOYCE S. DAVIS

Seth Norman

SETH NORMAN, ATTORNEY FOR DEFENDANT, JOHN CLARENCE DAVIS

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* Probate *Circuit Court for Davidson County, Tennessee, on the* 5th *day of* December, *19*72, *in Case Number* 64816 *between* Joyce S. Davis *Plaintiff, and* John Clarence Davis *Defendant, as same remains of record in Book* 23C, *Page* 1235 *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* 29th *day of* December *in the year one thousand nine hundred and* eighty-seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By A. Duggy *D.C.*

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Form #GR-117