MAP 101-00-0
PAR 164

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MAR-5 1989

FRED ASHBURN McGILL, JR.]
]
VS.] NO. 88D-2399
]
JOSEPHINE SULLIVAN McGILL]

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D E C R E E

This cause came on to be heard on this the 21st day of March, 1989, before the Honorable Muriel Robinson, Judge, and upon all of the pleadings heretofore filed in this cause. Following the testimony of the parties, their corroborating witnesses and statement of counsel, the Court is of the opinion that the original plaintiff/husband, Fred Ashburn McGill, Jr., failed to sustain the grounds for divorce alleged in his original complaint. The Court further found that the original cross-plaintiff/wife, Josephine Sullivan McGill, did sustain the grounds for divorce alleged in her cross-complaint, that is, that the husband had been guilty of such cruel and inhuman treatment as renders further cohabitation between the parties unsafe and improper.

It is therefore ORDERED, ADJUDGED and DECREED that the husband's original complaint is dismissed, and that the wife, Josephine Sullivan McGill, the cross-plaintiff, is awarded an absolute divorce on the statutory grounds of cruel and inhuman treatment and is restored to all rights and privileges of an unmarried person. The bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved.

As an equitable division of the marital properties of the parties, it is further ORDERED, ADJUDGED and DECREED that the husband is awarded the equity in his 1988 Ford pickup truck, subject to the lien thereon. The husband will hold wife harmless from any further responsibility for any mortgage indebtedness existing against the truck. The husband is further awarded all of the right, title and interest in and to the boat, motor and trailer in his possession, his credit union account, his IRA account, his burial policy, and the four cemetery lots formerly

owned by the parties as tenants by the entirety. The husband is further awarded all of his vested interest in his Metro pension.

It is further ORDERED, ADJUDGED and DECREED that the wife is awarded the 1988 Ford automobile that she now drives, and upon which there is a current mortgage indebtedness of approximately Seven Thousand and 00/100 ($7,000.00) Dollars. It will be the responsibility of the husband to make all of the mortgage payments on said automobile as it is the intention of the Court that the automobile should be awarded to the wife eventually free and clear of any encumbrance. The husband will hold wife harmless from any further responsibility for any mortgage encumbrance that may exist against the automobile. The wife is further awarded all of the household goods and effects now located in the home occupied by the wife on River Road in Davidson County, Tennessee, all free and clear from any further claim thereon by the husband. The wife is awarded her burial policy and her Social Security benefits of One Hundred Seven and 00/100 ($107.00) Dollars per month. Further, taking into consideration the great disparity in the earning capacity of the parties and the need of the wife, the wife is awarded all of the husband's right, title and interest in and to the homeplace and land of the parties located on Route 2, River Road Pike in Davidson County, Tennessee, and being all of the remaining land originally acquired by the parties of record in Deed Book 2497, page 349, Register's Office, Davidson County, Tennessee, but less that property that the parties have subsequently deeded to their son, David McGill, this conveyance being of record in Deed Book 5559, page 177, Register's Office, Davidson County, Tennessee, and also the property subsequently deeded to Ted Craddock, et ux, this conveyance being of record in Deed Book 5680, page 492, Register's Office, Davidson County, Tennessee, but including that property conveyed to the parties from Horace and Helen Mayo, of record in Book 4707, page 720, Register's Office, Davidson County, Tennessee. The remaining property awarded to wife consists of approximately 3.55 acres, and is of record on Map 101-00-0, Parcel 164, Tax Assessor's office for Davidson County, Tennessee. Said property awarded to wife is that remaining

portion of the original conveyance as set forth above, and which is described as follows:

> Two tracts of land in the 8th, formerly the 12th, Civil District of said County, described as follows:
> TRACT NO. 1: Beginning in the north line of the land of O. E. Jordan at the southeast corner of the George M. Smith land, being also the southwest corner of the Lon Mayo land, running thence south 48 1/2° west 53.32 poles to cedar tree near an elm tree; thence north 23° west 39.57 poles to a stake in the north line of the O. E. Jordan land; thence with said north line of said land, north 89 1/2° east 1.40 poles, north 79 1/2° east 9 poles, south 89° east 45.85 poles to the beginning, containing 6.44 acres, according to survey made by Erle Drake, County Surveyor, December 20, 1917.
> TRACT NO. 2: Being part of lot No. 3 on the plan of the W. E. Watkins Property, as of record in book 21, page 98, Register's Office for said County, described as follows:
> Beginning at the northwest corner of Mrs. M. C. Blackman's part of said lot No. 3 in the center of the River Road; thence with the center of said Road, north 83 1/2° west 16 poles to a stone; thence south 19° west 55 poles to a buckeye tree in what was formerly Overton's north line, being the south line of said lot No. 3; thence with said line, south 88 3/4° east 10 1/4 poles to said Blackman's southwest corner; thence with her westerly line, north 26° east 53.4 poles to the beginning, containing 4 acres, more or less, including but not excluding therefrom, a tract of about 0.35 of an acre taken for River Road Pike, as of record in Minute Book 50, page 545, Second Circuit Court.
>
> Being the same property conveyed to Fred A. McGill, Jr. and wife, Josephine Pauline McGill, by deed from Charles L. Sullivan and wife, Dorothy Mae Sullivan, of record in Book 2499, page 349, Register's Office, Davidson County, Tennessee.

And the real property conveyed from Horace Mayo, Jr. and Helen Mayo, more particularly described as follows:

> Being a part of lot no. 2 on the plan of a subdivision of the H. G. Mayo, Jr. lands on River Road, as recorded in Book 4175, page 150, Register's Office for Davidson County, Tennessee, and more particularly described as follows:
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> Beginning at an iron pin in the southerly margin of New River Road, said iron pin being the northwesterly corner of said lot no. 2 and the northeasterly corner of F. A. McGill, Jr.; thence, along a curve having a radius of 919.93 feet, with the southerly margin of said road a distance of 30 feet to a point; thence, leaving said road, S 30 23 W 695.28 feet to a point in Pickney's northerly line;

thence N 85 46 W 10 feet to a point, the southwesterly corner of said lot no. 2; thence, with the westerly line of said lot no. 2, N. 28 47 E 708.33 feet to the point of beginning, containing 0.30 acres, more or less.

Being the same property conveyed to Fred A. McGill, Jr. and wife, Josephine McGill, by deed from Horace Mayo, Jr. and wife, Helen Mayo, of record in Book 4707, page 720, Register's Office, Davidson County, Tennessee.

All of husband's right, title and interest in and to said above described real property as is now vested in the husband shall be divested from the husband, and said property is awarded to the wife, free and clear from any further claim thereon by the husband. The remaining mortgage indebtedness existing against said property shall be the responsibility of the wife, and wife shall hold husband harmless from any further responsibility therefor.

It is further ORDERED, ADJUDGED and DECREED that the husband will do all things necessary to continue the wife as a beneficiary under his health, hospital and dental insurance, and as is afforded from his employment and under provisions of the COBRA plan for the maximum period of time that wife is authorized to be a beneficiary under said insurance. The cost of the premiums for affording wife said insurance shall be the sole and exclusive responsibility of the husband. However, within thirty days from the entry of this decree, the Court will hear and consider further evidence as to the cost of the premium payments because the Court had no information as to that cost.

It is further ORDERED, ADJUDGED and DECREED that the husband shall pay to the wife as alimony in futuro the sum of Four Hundred Fifty and 00/100 ($450.00) Dollars per month, payable until the death or remarriage of the wife. Payments will be made on or before the 10th day of each month, with the first payment being due by the 10th of April, 1989, and for the month of April, 1989.

It is further ORDERED, ADJUDGED and DECREED that the Ford tractor located at the residence of the parties shall hereinafter become the joint property of the parties; however,

the tractor will remain in possession of the wife so that she can use it at the homeplace. Upon reasonable request by the husband that he be permitted to use the tractor, it is the expectation of the Court that the wife will permit the husband to use the tractor, provided that the same is returned to the wife in the same general condition as it was at the time that the husband received the tractor.

It is further ORDERED, ADJUDGED and DECREED that the husband will retain all of the personal goods and effects now in his possession, together with those items of personal effects requested by husband, and to which wife had no objection, and as made exhibit by the Court.

The Court further finds that wife does not have the financial resources to pay the balance of her attorney's fees which are in the amount of One Thousand Five Hundred and 00/100 ($1,500.00) Dollars. The Court finds this fee to be reasonable under the facts and circumstances in this case, and it is therefore ORDERED, ADJUDGED and DECREED that the husband shall pay to Jack Norman, Jr., solicitor for the wife, the sum of One Thousand Five Hundred and 00/100 ($1,500.00) Dollars for services rendered by said attorney to the wife in this cause. The husband shall pay the costs of this cause, all for which execution may be issued, if necessary.

It is further ORDERED, ADJUDGED and DECREED that both parties, at all times as may be required, will execute any and all documents as may be necessary to effectuate the transfers of property, both personal and real, as provided for in this decree.

Enter this 5th day of ~~March,~~ April 1989.

Muriel P. Robinson

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr.

JACK NORMAN, JR., Attorney for Wife

Robert L. Jackson

ROBERT L. JACKSON, Attorney for Husband

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IDENTIFICATION

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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* 5th *day of* April, *19*89, *in Case Number* 88D-2399 *between* Fred Ashburn McGill Jr. *Plaintiff, and* ~~Josephine~~ Sullivan McGill *Defendant, as same remains of record in Book* 177A, *Page* 671 *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* 9th *day of* May *in the year one thousand nine hundred and* 89 *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Dyer *D.C.*

Form #GR-117