Map 92-G
parcel 253 (A)

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANDREW D. WARD,
Plaintiff

VS.

MAY FRANCES DICKERSON WARD
Defendant

CASE NO. 20436

BOOK 7843 PAGE 243

ORDER

This cause came on to be heard on this 3rd day of October, 1951 before the Honorable Byrd Douglas, Judge, etc., upon the original bill of complainant, answer and cross-bill, answer thereto, oral testimony of witnesses examined in open court and argument of counsel; from all of which the Court finds that the allegations of the original bill have not been sustained by the proof and the same is hereby dismissed; and the Court further finds that the allegations of the crossbill have been sustained by the proof; that is, that the cross-defendant has been guilty of such cruel and inhuman treatment or conduct toward the cross-complainant as renders it unsafe and improper for her to longer cohabit with him or be under his dominion and control; and further that he has abandoned the cross-complainant, turned her out of doors, and failed, refused and neglected to provide for her.

It is therefore ordered, adjudged and decreed by the Court that the bonds of matrimony heretofore subsisting between these parties be and the same are hereby forever and perpetually dissolved; and the cross-complainant, May Frances Dickerson Ward, is hereby granted an absolute divorce from the cross-defendant and restored to all the rights and privileges of an unmarried person.

And it further appearing to the Court that the parties to this cause have heretofore entered into a property settlement agrement and that same is reasonable and proper and should be made a part of the decree in this cause, said agrement is hereby ratified and affirmed and in all things is made the decree of this Court, said agrement being in words and figures as follows:

WHEREAS, on the 18th day of April, 1951, Andrew D. Ward, filed a bill for divorce against May Francis Dickerson Ward, in the Circuit Court of Davidson County, Tennessee and immediately thereafter, the said May Francis Dickerson Ward filed an answer and cross-bill against the complainant, Andrew D. Ward.

WHEREAS, the parties have entered into the following agreement with reference to their property, in event that the Court grants a divorce, to either party in the above style cause and the contract of Property Settlement is subject to the approval of the Court.

WHEREAS, the parties are the owners of certain real estate as tenants by the entirety, which land is situated in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being lots Nos. 13, 14, and 15 on the Map of Faulconer and Ashcraft's Subdivision of lots Nos. 18 and 19 on the Boyd McNairy Tract, as of record in Book 57, Page 121, Register's Office for said County.
Said lot No. 13 fronts 31 feet on the southerly side of Herman, formerly Jackson Street, and runs back between parallel lines, with the westerly margin of an alley, 108½ feet more or less, to an alley in the rear.
Said lots Nos. 14 and 15 fronts 35 feet each on the southerly side of Herman, formerly Jackson Street, and runs back between parallel lines 108½ feet, more or less, to an alley. Being the same property conveyed to Andrew Dave Ward and wife, May Frances Ward by deed from Lurton Goodpasture, Trustee of record in book 1579, page 22, said Register's Office.

WHEREAS, the above described land has a mortgage on the said property approximately in the sum of $1,700.00 and interest, which is recorded in book 1827, page 455, of the Register's Office of Davidson County, Tennessee and the said mortgage is payable in monthly installments of $25.00 each due on the 17th of each month which mortgage is now past due.

WHEREAS, the parties have furniture in the dwelling located on the above described land which there are certain and various title retained contracts on same.

NOW THEREFORE, it is mutually agreed between the parties that the said property be settled as follows:

The above real estate shall be conveyed by deed or decree of the Court, absolutely to the defendant, and cross-complaint, May Frances Dickerson Ward, and the complainant and cross-defendant, Andrew D. Ward is to receive one living room suite, one oil heater, one platform rocker, and two end table lamps. It is further agreed between the parties that each party is to assume the indebtedness on the property and agrees to pay the indebtedness on said property and hold the respective parties harmless as for the debt on the property upon the property which they receive.

It is further agreed between the parties that this property settlement shall be in full for all obligations of the said Andrew D. Ward for alimony, maintenance and support of the defendant, and cross-complainant, May Frances Dickerson Ward, for all claims for said alimony, support and maintenance in the past, present and in the future.

It is further agreed that the said furniture which the said Andrew D. Ward receives shall be in full settlement of all claims that the said Andrew D. Ward has against May Frances Dickerson Ward, for all past, present and future claims.

There is excluded from this agreement the question of support and maintenance of the parties' said child, Andrew D. Ward, Jr., which is left to the discretion of the Court, by proper decree.

It is further agreed by the parties that the said May Frances Dickerson Ward is to pay her solicitor a fee of $100.00 which shall be a lien upon the above described real property to secure his fee for services rendered in the above style cause.

It is further agreed between the parties that this agreement shall not be binding upon either party until approved by the Court, if and when a divorce decree has been entered in the cause in favor of or against either party.

Witness our hands this the 28 day of July, 1951.

/s/ Andrew D. Ward.

/s/ May Frances Ward."

It is further ordered, adjudged and decreed that all right, title, claim or interest of the cross-defendant in and to the above-described real property be and is hereby divested out of him and vested in the cross-complainant as hers absolutely. Certified copy of this decree will be a muniment of title.

It is further ordered, adjudged and decreed by the Court that the custody and control of the one minor child of the parties, to-wit: Andrew D. Ward, Jr., eighteen months of age; be and is hereby awarded to cross-complainant with the right given cross-defendant to see and visit said child at reasonable times and places; and that the cross-defendant pay into the registry of this court the sum of Seven ($7.00) Dollars per week beginning immediately for the maintenance and support of said minor child and continue said payments until the further orders of the Court.

The cross-defendant, Andrew D. Ward, will pay the costs of this cause for which let execution issue.

/s/ BYRD DOUGLAS
Judge

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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* Second *Circuit Court for Davidson County, Tennessee, on the* 3rd *day of* October, *19* 51, *in Case Number* 20436 *between* Andrew D. Ward *Plaintiff, and* May Frances Ward