2-21-78

BOOK 8357 PAGE 243

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

DIANE SMITH JOHNSON)
)
VS.) NO. 2610
)
JAMES LANSDEN JOHNSON)

RECEIVED FEB 28 1978 at 11:30 AM

Entered Minute Book 42, page 316.
This 28 day of Feb, 1978

147-14-0
016.00

ORDER

This cause came on to be heard before the Honorable Edward M. Turner, Chancellor, upon the original complaint for absolute divorce, the answer and cross complaint, the answer to the cross complaint, the statement of counsel that the matter would be non-contested as to the divorce but contested as to the division of the property accumulated by the parties during the marriage, the testimony of the parties, the plaintiff's corroborating witness, the testimony of expert witnesses as to the value of the property and statement of counsel, from all of which the Court is of the opinion and finds as follows: that the defendant is guilty of such cruel and inhuman treatment or conduct towards plaintiff as renders cohabitation unsafe and improper for her to be under his dominion and control and that she is entitled to an absolute divorce; that the care, custody and control of the parties minor children is awarded to the plaintiff, with reasonable visitation rights reserved to the defendant; that the defendant shall pay to the plaintiff the sum of $300.00 per month, as child support, beginning with the month of January, 1978; that the personalty owned by the parties be divided equitably between them, by agreement, and if the parties are unable to agree, the matter may be submitted to the Court on motion for determination; that the real property owned by the parties in Davidson County, Tennessee, hereinafter described, shall be the property of the defendant, absolutely, subject to the mortgage thereon:

Land in Davidson County, Tennessee, being Lot No. 117 on the Plan of Candlestick Farms, Section I, as of record in Book 3300, page 50, Register's Office for Davidson County, Tennessee.

Said Lot fronts 90 feet on the east side of Greentree Drive and runs back 155 feet on the north line and 158 feet on the south line to a dead line in the rear on which it measures 90 feet.

Being the same property conveyed to James Lansden Johnson and wife, Diane S. Johnson by deed from Hallmark Construction Company dated October 24, 1963, and recorded November 6, 1963, in Book 3646, page 17, Register's Office for Davidson County, Tennessee.

That the real property owned by the parties in

Wilson County, hereinafter described, shall be the property of the plaintiff, subject to the mortgage thereon and in addition thereto, subject to a lien reserved to the defendant in the amount of $15,000.00, which lien the plaintiff shall have 90 days from the entry of this Order to satisfy:

Lying in the First District of Wilson County, Tennessee, and described as follows:

Beginning at an iron pin which is located S 86° 40' E, 410.4' from the N. E. corner of the W. F. Young property, thence from said iron pin N 2° 50' E, 255.0' to an iron pin, thence S 87° 10' E, 305.0' to an iron pin, thence S 2° 50' W, 340.0' to an iron pin, thence N 50° 56' W, 80.8' to an iron pin, thence around curve of the existing roadway 123.3' to an iron pin, thence N 87° 10' W, 126.0' to an iron pin, being the point of beginning, containing 1.9 acres, more or less.

Being the same property conveyed to James L. Johnson and wife, Diane S. Johnson by deed from Gillon O. Smith and wife, Madelon W. Smith, of record in Deed Book 230, page 23, Register's Office for Wilson County, Tennessee.

That the 1974 Pontiac Lemans automobile shall be the property of the plaintiff, absolutely, and the 1974 Pontiac Firebird automobile shall be the property of the defendant, absolutely, subject to any indebtedness on said automobile, on which the defendant shall hold the plaintiff harmless;

That any and all indebtedness incurred by the defendant in the operation of his business, any indebtedness incurred by the parties during the marriage shall be the responsibility of the defendant and the defendant shall hold the plaintiff harmless thereon;

That the defendant shall maintain in full force and effect, without pledge or encumberance, the $50,000.00 policy of insurance on his life, with the Metropolitan Life Insurance Company, with the parties children as the primary beneficiaries of said policy, until the youngest of said children has attained age 18 or completed her formal education, whichever occurs later;

That the plaintiff shall maintain hospitalization and health and accident insurance on the parties minor children, through her place of employment, with the plaintiff being responsible for routine medical and dental care and the defendant being responsible for any extra-ordinary medical or dental expense, not covered by insurance;

That the defendant pay to Thomas O. H. Smith, Jr., the sum of $750.00 as his fee for representing the plaintiff herein and pay the costs of this cause.

All of which is hereby accordingly ORDERED, ADJUDGED AND DECREED and made the judgment of this Court.

The costs of this cause are taxed against the defendant, for which execution may issue if necessary.

CHANCELLOR

APPROVED FOR ENTRY:

Attorney for Plaintiff

Attorney for Defendant

STATE OF TENN.
COUNTY OF WILSON
I h[illegible] certify the foregoing to [illegible] true and perfect copy of the original instrument on file in this case.
30th day of April 1991
Brett Lineville
Clerk & Master
Barbara Webb D.C. & M.

16166

IDENTIFICATION REFERENCE

MAY 22 2 14 PM '91

FEE $ 9.00

4288 05/22 0101 03CHECK