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BOOK 8365 PAGE 475

M I N U T E S, FEBRUARY TERM, ON THE SIXTH DAY OF MARCH, 1963

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LOLITTA BASSHAM SCOTT)
)
V.) NO. 39889
)
HENRY PICKETT SCOTT)

D E C R E E

This cause came on to be heard before the Honorable Benson Trimble, Judge, on December 11, 1962, upon the regular call of the docket, at which time complainant and cross-defendant, Lolitta Bassham Scott, moved the Court to be permitted to amend her original bill to aver in the language of the statute, "that the defendant, Henry Pickett Scott, has been guilty of such cruel and inhuman treatment towards complainant as renders cohabitation unsafe and improper and for her to be under his dominion and control," which motion the Court was pleased to grant.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the amended bill of complainant and cross-defendant be and the same hereby is further amended by inserting therein the following: "that the defendant, Henry Pickett Scott, has been guilty of such cruel and inhuman treatment towards complainant as

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renders cohabitation unsafe and improper and for her to be under his dominion and control."

This cause further came on to be heard upon the original bill, the two amendments thereto, the answer and cross-bill, the answer to the cross-bill and the entire record, at which time the attorney for the defendant and cross-complainant, Henry Pickett Scott, announced to the Court that the parties had reached a property settlement, subject to the Court granting complainant, Lolitta Bassham Scott, a divorce and that the case was ready to be heard as a non-contested case.

Thereupon, the cause came on to be heard upon the pleadings and the entire record and upon evidence of witnesses introduced in open court, from all of which it appeared to the Court that the allegations contained in the original bill and the amendments thereto had been fully sustained and that the defendant, Henry Pickett Scott, had been guilty of such cruel and inhuman treatment towards complainant, Lolitta Bassham Scott, as renders cohabitation unsafe and improper and for her to be under his dominion and control. It further appeared to the Court that the complainant, Lolitta Bassham Scott, is a fit and proper person to have care, custody and control of the minor children of the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that complainant be and she is hereby granted an absolute divorce from defendant, and the bonds of matrimony heretofore subsisting between complainant and defendant be and the same are hereby forever perpetually dissolved, and complainant is restored to all the rights and privileges of an unmarried woman.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that care, custody and control of the minor children of the parties, Ann Douglass, age 14, and William Pickett, age 12, be awarded to complainant.

It further appearing to the Court, as evidenced by the signatures of counsel for the respective parties to this cause hereunto affixed, that the property settlement agreement between the parties is as follows:

That the title to the house and lot located at 6237 Wosswood Drive, Nashville, Davidson County, Tennessee, be vested in complainant in fee simple, subject to the present encumbrances thereon.

That the furniture, fixtures, tools and personal belongings in said home be the property of complainant.

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That all right, title and interest of the defendant in Lot No. 23 in Block 2026 in the Town of Somers, State of New York, be divested out of said defendant and vested in complainant.

That the 1955 Ford Stationwagon, Title No. 5159169, be divested out of defendant and vested in complainant.

That the 198 shares of First American National Bank stock in the joint names of the parties be endorsed for reissuance, and 99 shares of said stock be issued in the name of each of the parties individually.

That the defendant will continue in force and effect two educational policies for the benefit of the minor children of the parties to be used for their education, and the defendant further agrees to finance the college education of both children in a college of their choice to the extent that they desire to attend college.

That the defendant agrees to make an absolute assignment to complainant of a policy of insurance on his life in the Sun Life Insurance Company of Canada in the sum of $10,000.00, with double indemnity, and agrees to pay the premium thereon during the next seventeen and one-half years, at which time complainant agrees to assign the policy to the defendant. Defendant agrees that the "paid" premium receipts may be forwarded by the company to the complainant.

That the defendant agrees to make an absolute assignment to complainant, as guardian, and/or the minor children of the parties of a policy of insurance on his life in the Sun Life Insurance Company of Canada in the sum of $10,000.00, with double indemnity, and agrees to pay the premium thereon and agrees that the "paid" premium receipts may be forwarded by the company to the complainant.

That the defendant agrees to pay to complainant the sum of $250.00 per month for the next seventeen and one-half years, beginning January 1, 1963, and ending June 30, 1980, said payments to be made on or before the 10th day of each month.

That the defendant agrees to pay to complainant the sum of $100.00 per month, as support, for each of their two minor children, said payments to be made during the minority of said children or for so long as they remain with complainant and under her care, custody and control. As each child reaches his or her majority, or care, custody or control of said minor is changed from complainant, the $100.00 monthly payment for the support of such child shall cease.

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That the defendant may visit said minor children at all reasonable times and places and may have said children visit him in Canada or wherever else he may reside for reasonable period of time not to interfere with said children's schooling.

That the defendant agrees to pay to Phillips, Gullett & Steele, solicitors of record for complainant, as solicitors' fee, the sum of $1,500.00.

The complainant having stated in open court that she understood the provisions of said property settlement agreement and approved the same, it is ORDERED, ADJUDGED AND DECREED by the Court that said property settlement in all things be approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of the defendant, Henry Pickett Scott, in the property located at 6237 Wosswood Drive, Nashville, Davidson County, Tennessee, be divested out of him and vested in the complainant, Lolitta Bassham Scott, in fee simple, subject to the existing encumbrances. Said property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 177 on the Plan of West Meade Farms, Inc., Section "G", as of record in Book 1835, page 115, Register's Office for said County.
>
> Said Lot No. 177 fronts 138 feet on the southerly side of Wosswood Drive and runs back 382.8 feet on the easterly line and 296.2 feet on the westerly line, to a dead line in the rear, measuring 162.9 feet thereon.
>
> Being the same property conveyed to Pickett Scott and wife, Lolitta B. Scott, by deed from D. C. Whiteside and Robert B. Hendley, of record in Book 2106, page 90, said Register's Office.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant execute a transfer of title to a 1955 Ford Station-wagon, Title No. 5159169, to complainant, Lolitta Bassham Scott.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Henry Pickett Scott, endorse certificates for 198 shares of stock of First American National Bank of Nashville, Tennessee, which are in the joint names of the parties, for surrender to the bank and for reissuance of 99 shares of said stock in the name of Lolitta Bassham Scott and 99 shares of said stock in the name of Henry Pickett Scott.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant make an absolute assignment of and deliver to complainant, Lolitta Bassham Scott, two policies of insurance on the life of Henry Pickett Scott in the Sun Life Insurance Company of Canada, each in the sum of $10,000.00 with double indemnity, one policy payable to complainant and the other

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policy for the benefit of the minor children of the parties. Said defendant is ordered to pay the premiums on said policies and to direct said insurance company to mail the "paid" premium receipts to complainant. When defendant has made the final monthly payment to complainant as provided hereinafter, complainant is hereby ordered, at that time, to assign the policy of insurance payable to complainant to the defendant, Henry Pickett Scott; provided, however, if complainant should die or remarry prior to said final payment, then, in that event, said policy shall be immediately assigned to defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Henry Pickett Scott, continue in force and effect the two education policies for the benefit of the minor children of the parties, to be used for their education, and that he furnish to said minor children, in addition to the amount provided in said policies, sufficient funds for their college education.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to the complainant the sum of $250.00 per month for the next seventeen and one-half years, beginning January 1, 1963, and ending June 30, 1980, unless complainant should remarry or die during that time, in either of which events, said monthly payments shall cease. Said payments to be made on or before the 10th day of each month during that period of time.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to complainant the sum of $100.00 per month, as support, for each of their two minor children, which payment shall be made during the minority of said children or for so long as they remain with complainant and under her care, custody and control.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant may visit said minor children at all reasonable times and places and may have said children visit him in Canada or wherever else he may reside for reasonable periods of time not to interfere with said children's schooling.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay to Phillips, Gullett & Steele, solicitors of record for complainant, as solicitors' fee, the sum of $1,500.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay all of the costs of this cause, including costs of interrogatories, for all of which let execution issue.

ENTER:

Judge

O.K. FOR ENTRY:

PHILLIPS, GULLETT & STEELE

By
Solicitors for Complainant

Jack Norman
Solicitor for Defendant

NOLA SYLVIA WHITSON MASSEY,)
)
Complainant,)
)
-vs-) NO.

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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* sixth *day of* March, *19* 63, *in Case Number* 39889 *between* Lolitta Bassham Scott *Plaintiff, and* Henry Pickett Scott *Defendant, as same remains of record in Book* 32, *Page* 107 *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* 24th *day of* May *in the year one thousand nine hundred and* ninety-one *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Mike Lovett, *D.C.*

Form #GR-117