212R/1402

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

1992 DEC 11 PM 4:20

GEORGE L. ... CLERK

HAZEL McNEIL BROWN,
Wife,
v.
BILLY McNEAL BROWN,
Husband.

NO.: 92D-2704 D.C.

PICK-UP

DEC 16 11 42 AM '92
DAVIDSON COUNTY TN

IDENTIFICATION REFERENCE

7.42.13.

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 20th day of October, 1992, before the Honorable Philip W. Duer, Special Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce filed August 5, 1992, personal service of process on the Husband August 12, 1992, the Judgment of Default granted September 25, 1992, testimony of the Wife and witnesses Gary Brown and Kenneth Brown, and the entire record in this cause, from all of which it appears to the Court the Wife is entitled to an absolute divorce on the grounds of inappropriate marital conduct.

IT IS THEREFORE SO ORDERED, ADJUDGED and DECREED as follows:

1. The Wife, HAZEL McNEIL BROWN, is hereby granted an absolute divorce from the Husband, BILLY McNEAL BROWN, and the parties are restored to all the rights and privileges of unmarried persons.

2. There are no minor children of this marriage.

3. The parties own real estate located at 8108 Sawyer Brown Road, Nashville, Tennessee 37221 as tenants in common with Gary Brown and that the Husband's interest in the marital residence located at 8108 Sawyer Brown Road, Nashville, Tennessee 37221 is divested out of the Husband and into the Wife in consideration of the Wife's assumption of the debt on the improvements of the marital estate, namely Myer's Plumbing (Acct. No.: 10-1867619) and South Trust Bank (Account No.: 46 000 414). The Wife shall assume all responsibility for her share of the property and the share of the property divested out of the Husband and into the Wife,

included but not limited to the mortgage, taxes and repair of the property and shall hold the Husband harmless thereof. All right, title and interest in the Husband's interest in the property shall be divested out of the Husband and vested into the Wife.

4. The Wife is awarded Two Hundred Twenty Five and No/100 ($225.00) Dollars per month as alimony in futuro until her death or remarriage, to be paid through the office of the Circuit Court Clerk of Davidson County, Tennessee plus the clerk's lawful fee of Five (5) percent, or Eleven and 25/100 ($11.25) Dollars, per month for a total payment of Two Hundred Thirty Six and 25/100 ($236.25) Dollars per month.

The intent of this provision is to create an obligation in the nature of support, and not a property division, to have the effect of providing the support necessary to insure that the daily needs of the Wife are provided in a reasonable manner as the Wife, due to her income, age, work history, health and responsibility, cannot bear the financial burden of these debts or these payments. Therefore, this provision is not manifestly unreasonable under traditional concepts of support in view of the earning power and financial status of the Husband or the present and foreseeable ability of the Husband to pay and there is a reasonable limit on a portion of the obligation of support and the obligation is nondischargeable under 11 U.S.C. section 523(a)(5).

5. The Husband shall pay the following debts and hold the Wife harmless thereof:

NationsBank
Acct. No.: 4356-1000-0136-9784
Balance $8,231.04

BankOne VISA
Acct. No.: 4443-629-874-809
Balance: $3,122.97

First Bankcard Center VISA
Acct. No.: 4418-0251-1623-7939
Balance $3,323.45

Dr. Stephen L. Hines
Balance $350.00

Internal Revenue Service
Balance $336.99

General Motors Acceptance Corporation
Acct. No.: 123-0290-98915
Balance $5,393.92

The intent of this provision is to create an obligation in the nature of support, and not a property division, to have the effect of providing the support necessary to insure that the daily needs of the Wife are provided in a reasonable manner as the Wife, due to her income, age, work history, health and responsibility, cannot bear the financial burden of these debts or these payments. Therefore, this provision is not manifestly unreasonable under traditional concepts of support in view of the earning power and financial status of the Husband or the present and foreseeable ability of the Husband to pay and there is a reasonable limit on a portion of the obligation of support and the obligation is nondischargeable under 11 U.S.C. section 523(a)(5).

6. The Husband shall pay the reasonable attorney fees incurred by the Wife in bringing this action upon a showing by the attorney for the Wife of the fee.

The intent of this provision is to create an obligation in the nature of support, and not a property division, to have the effect of providing the support necessary to insure that the daily needs of the Wife are provided in a reasonable manner as the Wife, due to her income, age, work history, health and responsibility, cannot bear the financial burden of these debts or these payments. Therefore, this provision is not manifestly unreasonable under traditional concepts of support in view of the earning power and financial status of the Husband or the present and foreseeable ability of the Husband to pay and there is a reasonable limit on a portion of the obligation of support and the obligation is nondischargeable under 11 U.S.C. section 523(a)(5).

7. The Complaint for Divorce is amended to include the Husband's date of birth: August 24, 1921.

It is further ORDERED, ADJUDGED and DECREED that the cost for this cause shall be and hereby are taxed against the Husband for which execution shall issue.

It is further ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTERED this the 11th day of ~~November~~ December, 1992.

PHILIP W. DUER
Special Judge

APPROVED FOR ENTRY:

MARY ASHLEY NICHOLS
Attorney for Wife
207 Third Avenue North
Third Floor
Nashville, Tennessee 37201
(615) 244-2445
Reg. No. 13362

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CERTIFICATE OF SERVICE

I hereby certify a true and exact copy of the foregoing has been mailed, postage prepaid, to Mr. Billy McNeal Brown, 8108 Sawyer Brown Road, Nashville, Tennessee 37221 on this the 2nd day of November, 1992.

MARY ASHLEY NICHOLS

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* Eleventh *day of* December, *19* 92, *in Case Number* 92D-2704 *between* Hazel McNeil Brown *Plaintiff, and* Billy McNeal Brown *Defendant, as same remains of record in Book* 212B, *Page* 1402 *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* 16th *day of* December *in the year one thousand nine hundred and* Ninety-Two *and in the* 217 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By: _____ *D.C.*