BOOK 4700 PAGE 973

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RECORDER'S MEMO
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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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PW

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

ANNE MEREDITH POLLOCK	)	
	)	
VS.	)	NO. 67415
	)	
WILLIAM ANDREW POLLOCK	)	A* 8.00 * 8.00

D E C R E E

This cause came on to be heard on this the 15th day of January, 1973, before the Honorable Shelton Luton, Judge of the Probate Court for Davidson County, Tennessee, upon the testimony of complainant and witnesses in open Court and the record, from all of which the Court is of the opinion that the defendant, William Andrew Pollock, has been guilty of such cruel and inhuman treatment toward the complainant as to entitle her to an absolute divorce. The Court is further of the opinion that the property settlement agreement previously entered into by and between the parties is ratified in all respects. The Court is further of the opinion that since the child support payments are not set forth or a provision made for them, that this matter shall be reserved by the Court should there be any reason for further hearing in respect to the child support arrangements.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the complainant, Anne Meredith Pollock, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement dated January 5, 1973, is approved and ratified by the Court, and ordered set forth in this decree verbatim:

"A G R E E M E N T

"THIS AGREEMENT made on this the 5th day of January, 1973, by and between ANNE M. POLLOCK, Party of the First Part, and WILLIAM A. POLLOCK, Party of the Second Part;

W I T N E S S E T H:

"WHEREAS, the First and Second Parties are wife and husband and have ceased to live together, and irreconcilable differences have arisen which render it impossible for them to hereafter live together as husband and wife; and,

"WHEREAS, the parties have as issue of said marriage, Brian Anthony Pollock, age 13; and,

"WHEREAS, the parties hereinafter agree between themselves on a settlement of property rights and differences existing between them, and for the welfare of the minor child and for purposes of settling all of their difference

"In consideration of the premises, they have entered into the following agreement with each other, to-wit:

"1. That all the wearing apparel, personal ornaments of the wife and all movable personal property belonging to the wife now in her possession, and all household effects shall belong to the wife as her separate estate independently of the husband. All property of the wife, both real and personal, now held by her or which shall hereafter come to her, shall be and remain her sole and separate property, free from all of the rights of the husband, with full power for her to convey, assign, or deal with the same as if she were single.

"2. It is understood and agreed that the Party of the First Part shall not be liable for any debts hereafter incurred by the Party of the Second Part; and it is further understood and agreed that the Party of the

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Second Part shall not be liable for debts incurred hereafter by the Party of the First Part.

"3. The Party of the First Part shall have sole custody and control of the minor child, with reasonable visitations granted to the Party of the Second Part.

"4. That the house and lot located at 3109 Brick Church Pike, being described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 43 on the Plan of Parkwood Estates, Section 1, of record in Book 2900, Page 120, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 43 fronts 81 feet on the easterly side of Brick Church Pike and extends back 139.1 feet on the northerly line and 138.6 feet on the southerly line to a dead line measuring 81 feet thereon.
>
> Being the same property conveyed to William A. Pollock and wife, Ann M. Pollock, by deed from Gaines Home Building Corporation, of record in Book 3311, Page 443, Register's Office for said County.

shall be divested out of the husband and vested solely in the wife, and upon siging of this instrument the husband hereby acknowledges that he has received $2,500.00 from the wife as his equity in said real property.

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"5. It is mutually agreed and understood that each of the parties hereto will sign any papers or documents that might become necessary to implement the terms of this Agreement.

"Entered into on this the day and date first above written, at Nashville, Tennessee.

s/ Ann M. Pollock
Party of the First Part

s/ William A. Pollock
Party of the Second Part

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the matters pertaining to child support are reserved should a further hearing become necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, William Andrew Pollock, pay the costs of this cause, for which execution may issue, if necessary.

S/ Shelton Luton
JUDGE

SCHULMAN, McCARLEY, HOLLINS & PRIDE
BY: S/ W. Wayne LeRoy
W. Wayne LeRoy
Solicitors for Complainant

I do hereby certify that a copy of the foregoing decree has been forwarded to Mr. William Andrew Pollock, 201 A Cavalier Apartments, Oak Valley Drive, Nashville, Tennessee 37207, his last known address, this 15th day of January, 1973.

S/ W. Wayne LeRoy
W. Wayne LeRoy

Docket # 67415

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Anne Meredith Pollock *Plaintiff, and* William Andrew Pollock *Defendant, as same remain of record in 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* April *in the year one thousand nine hundred and* Seventy-Three *and in the* 197th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*
By Robert Thurah, *D. C.*