Misc. 73-13
Fam. 64

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

ROSE EVELYN SAYLOR BARTLEY)
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)
)
vs.) NO: 73137
)
)
)
ROBERT MELTON BARTLEY)
)

BOOK 4807 PAGE 712

APR 19 MISC

DECREE OF DIVORCE

A* 8.00 * 8.00

This cause came on to be heard this 12th day of April, 1974, before the Honorable Vincent E. Wehby, Special Judge of the Fifth Circuit Court for Davidson County, Tennessee, on the petition for absolute divorce of Rose Evelyn Saylor Bartley, the answer of the defendant, the testimony of witnesses in open Court, the statements of counsel for the plaintiff, and the entire record, from all of which the Court is of the opinion and finds that the plaintiff, Rose Evelyn Bartley, has sustained the allegations in her petition for absolute divorce in that the defendant, Robert Melton Bartley, has been guilty of such cruel and inhuman treatment or conduct toward her as renders further cohabitation unsafe and improper for her to be under his dominion and control.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Rose Evelyn Saylor Bartley, be and hereby is granted an absolute divorce from the defendant, Robert Melton Bartley, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement heretofore entered into by and between the parties be and the same hereby is approved and incorporated in this decree as follows:

In this cause wherein the plaintiff, Rose Evelyn Saylor Bartley, has brought or is about to bring an action for absolute divorce against the defendant, Robert Melton Bartley, the parties desire to enter into an agreement for the settlement of their

property rights and to the plaintiff's right to alimony when and if a divorce is granted by this Court.

1. It is agreed by and between the parties that the plaintiff shall have all right, title and interest of the defendant in the house and lot owned by the parties as tenants by the entirety and situated at 2816 Porter Road, Nashville, Davidson County, Tennessee. The said property is more fully described as follows:

> Being Lots Number 9, 10 and 11, inclusive, of Block "A" on the Map of Davis Heights Subdivision, as of record in Book 843, Pages 104 and 105, Register's Office for Davidson County, Tennessee.
>
> Said lots adjoin and front together 75 feet on the south side of Porter Road and runs back between lines 246 feet on the west line of Lot No. 9 and 245 feet on the east line of Lot No. 11, to a dead line in the rear on which they measure 75 feet.
>
> Being the same property conveyed to Robert M. Bartley and wife, Rose Evelyn Bartley, by deed from S. J. Dale and wife, Lettie Dale, of record in Book 1915, Page 149, Register's Office for Davidson County, Tennessee.

The plaintiff agrees to assume and pay such indebtedness as exists on the property and to hold harmless the defendant from any liability therefor.

2. The plaintiff is to receive all household furniture and furnishings owned by the parties and located at 2416 Porter Road, Davidson County, Tennessee, free from the claims of the defendant.

3. The defendant is to receive all right, title and interest of the plaintiff in a certain parcel of land situated on Greenwood Avenue in Nashville, Davidson County, Tennessee, the same being more fully described as follows:

> Being Lot No. 17 on the Plan of W. S. Ashworth's Re-Subdivision of Lots Nos. 47, 48 49 and 50 of the Town of Brownsville, as of record in Book 161, Page 153, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 17 fronts 100 feet on the southerly side of Greenwood, formerly Greenway Avenue, and runs back between parallel lines 160 feet to an alley.
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> Being the same propetty conveyed to R. M. Bartley by deed from C. M. Harrison and wife, Pattie S. Harrison, of record in Book 1757, Page 544, Register's Office for Davidson County, Tennessee.

The defendant agrees to hold harmless the plaintiff from any liability for such indebtedness as might exist on the said property or might arise from his use thereof.

4. The defendant is to receive all of the contents of the unattached garage situated at 2410 Porter Road, Nashville, Davidson County, Tennessee, including those items of personal property belonging to him and situated in the immediate vicinity of the garage, and the defendant agrees to remove the contents of the garage and all other personal property belonging to him and situated around the said garage from the premises within six (6) months from the execution of this agreement.

5. The plaintiff is to receive her 1973 Ford automobile free from the claims of the defendant,and she agrees to hold harmless the defendant from any liability for suchiindebtedness as might be due thereon.

6. The defendant is to receive his Ford pick-up truck and the black A-Model Ford automobile titled in his name free from any claims of the plaintiff and agrees to hold harmless the plaintiff from any liability for such indebtedness as might exist on either of those said vehicles.

7. The defendant agrees to pay to the plaintiff as further alimony in solido the sum of Four Hundred Seventeen and 50/100 ($417.50) Dollars, and it is further agreed that such payment will be made within thirty (30) days after the granting of the decree of divorce.

8. It is agreed that such other real or personal property owned by the parties and not referred to herein shall remain exclusively the property of the party now in possession therof, and the other party shall have no claim or right of interest therein.

9. It is agreed by and between the parties that the defendant will pay to the Honorable Larry L. Roberts, Solicitor for the plaintiff, the sum of Three Hundred Fifty and 00/100 ($350.00) Dollars as his reasonable fee in this cause, that sum being payable on or before the date of the granting of the decree of divorce.

10. It is agreed that neither party will pledge the credit of the other or contract in the other's behalf after the execution of this agreement, and each party shall hereafter be solely responsible for such debts or other living expenses as might be incurred by such party.

11. This instrument contains the entire agreement between the parties, and no party shall have a claim against the other for alimony, child support, dower, homestead or otherwise, except as expressly stated herein.

All of which is, accordingly, ORDERED, ADJUDGED AND DECREED by the Court.
the Court.

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest of the defendant in the real property described in Section 1 of the Property Settlement Agreement be and hereby is divested from the defendant and vested in the plaintiff in fee simple absolute but subject to such liens or encumbrances as may exist on the said property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the cross-complaint of the defendant be and hereby is dismissed.

The defendant will pay the costs of this cause for which execution may issue, if necessary.

/s/ Vincent E. Yarbrough
Special JUDGE

APPROVED FOR ENTRY:

CHRISTIAN, ROBERTS, COLEMAN & McNUTT

BY: /s/ Larry L. Roberts
LARRY L. ROBERTS
Attorney for Plaintiff

RALPH GORDON
Attorney for Defendant

FILED
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FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE
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I certify that a copy of the foregoing order has been sent by United States Mail to the Honorable S. Ralph Gordon, Parkway Towers, Nashville, Tennessee, Attorney for the Defendant, this 12 day of April, 1974.

/s/ Larry L. Roberts
LARRY L. ROBERTS

I hereby certify that the foregoing instrument was filed this 19 day of April, 1974
GEORGE L. ROGERS, Clerk
By _____
Deputy Clerk

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this Document Unsatisfactory