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Map 104-11
Parcel 210

BOOK 4966 PAGE 35

IN THE FOURTH CIRCUIT COURT OF

DAVIDSON COUNTY, TENNESSEE

SARAH LASSETER NICHOLS, Plaintiff	)	
V.	)	NO. 74844
LEWIS D. NICHOLS, JR., Defendant	)	

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FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 12th day of September, 1975 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original and amended Petition for Absolute Divorce filed by the plaintiff, personal service of process upon the defendant and a pro confesso duly entered against him, the testimony of the plaintiff and her supporting witnesses in open Court, the presentation to the Court of the Child Custody and the Property Settlement Agreement executed by the parties, and the entire record in this cause. From all of which the Court is of the opinion that the allegations of the Petition are well supported by the evidence in that the defendant has been guilty of such cruel and inhuman treatment and conduct toward plaintiff as renders further cohabitation unsafe and improper.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the plaintiff, Sarah Lasseter Nichols, be, and she is hereby awarded an absolute divorce from the defendant, Lewis D. Nichols, Jr., and the bonds of matrimony heretofore existing between them are here and now permanently dissolved, the plaintiff is restored to all the rights and privileges of an unmarried person.

The Court is further of the opinion that the Child Custody and Property Settlement Agreement executed by the parties is in all respects reasonable

and proper and said agreement is incorporated in this Decree as an order of this Court in the words of the agreement as follows:

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

This Agreement, made by and between Sarah Lasseter Nichols, hereinafter referred to as "wife," and Lewis D. Nichols, Jr., hereinafter referred to as "husband," both residents of Nashville, Davidson County, Tennessee.

WITNESSETH:

Whereas, the parties hereto have been married for more than twenty-three (23) years and there has been born of this union six children, namely: Lewis David Nichols, III, born 2-27-53; Gertrude Douglas Nichols born 7-5-55; Nancy Louise Nichols born 10-24-56; John Frederick Nichols born 7-11-59; Sarah Anne Nichols born 10-14-61; and William Kendrick Nichols born 12-9-62; and

Whereas, certain differences and difficulties have arisen between the parties and the wife has instituted a divorce proceeding in the Fourth Circuit Court of Davidson County, Tennessee, and the parties are now living separate and apart; and,

Whereas, the parties desire to settle their respective property rights and the question of the custody of the children, and the husband desires to make provision for the support and maintenance of the wife and for the support, maintenance and education of the children, the welfare of the children being the primary concern of the parties.

Now, therefore, in consideration of the mutual promises, covenants and undertakings hereinafter more fully set forth, and for other good and valuable considerations, the parties agree as follows:

1. The wife shall have the exclusive custody and control of all of the parties' minor children, with full right to select and determine the domicile of said minor children. The husband shall have the liberal rights of visitation with said children at all reasonable times and places.

2. The husband shall pay to the wife on the first and fifteenth day of each and every month, beginning on said first or fifteenth day next following the execution of this Agreement, as child support one-half of all sums of money which come into his hands from any source whatsoever. Child support shall continue at the above rate as long as any child under 21 years of age remains a full-time student. It shall be the responsibility of husband to keep and maintain complete and accurate records of all money which comes into his hands from any source whatsoever showing the date, amount and source of each receipt and submit this information upon request of the wife for her examination.

3. It is the parties' desire that each of the children have at least four years of formal education at an accredited college or university. In this regard husband agrees, insofar as he is financially able to do so, to carry out and implement this undertaking. Further in this regard, husband agrees to pay over and deliver unto a national banking institution in the city of Nashville as trustee the gross proceeds from any inheritance received by husband. Said funds shall be placed in a savings account bearing the name of said trustee as custodian for the minor children. Funds from this account shall be withdrawn only for the purpose of funding the husband's obligations under the provisions of this paragraph; and excess after said obligations have been met to be returned to husband.

4. The parties make the following disposition and settlement with respect to their personal property.

(a) All furniture, furnishings, household goods and appliances, fixtures and appurtenances, books and works of art, and other items of personal property (excepting only the items enumerated in subdivision (b) next following) located in the name formerly occupied by the parties at 2809 Hillside Drive, Nashville Davidson County, Tennessee, and now occupied by the wife, shall constitute the sole and exclusive property of the wife from and after the date of execution of this Agreement.

(b) Husband shall receive as his sole and exclusive property all of his personal clothing, including any that may presently be located in the residence at 2809 Hillside Drive, together with the items listed in Exhibit A attached hereto.

(c) Wife will receive as her sole and separate property the 1973 Oldsmobile automobile that is titled jointly to them. Simultaneously, with the execution of this Agreement, husband will execute and deliver to wife an unencumbered title or bill of sale to subject automobile in sufficient form to place the vehicle in her sole and separate name.

5. Wife will receive as her sole and separate property the house and lot located at 2809 Hillside Drive, Nashville, Davidson County, Tennessee, together with any remaining real estate owned by the parties on Richland Avenue in Nashville, Davidson County, Tennessee.

6. Immediately upon execution of the aforementioned deed, wife will undertake to mortgage said property and from the proceeds of the loan will discharge the following obligations:

(b) Note payable to the First American National Bank, Nashville, Tennessee, in the face amount of $4,500.00, which together with interest thereon amounts to approximately $4,964.50 due 4-15-75 and signed by both husband and wife.

(c) Note payable to the First American National Bank in the face amount of $3,500.00, which together with interest thereon, amounts to approximately $3,915.00 and signed by both husband and wife.

(d) Note dated November 27, 1974, payable to the Commerce Union Bank, Nashville, Tennessee, in the face amount of $5,000.00 and signed by wife and used for payment of back income tax obligations.

(e) Note dated November 17, 1974, payable to Mrs. Nancy L. Barnett in the face amount of $5,000.00 and signed by husband and wife and used for payment of back income tax obligations.

7. It is specifically understood that wife has no obligations, and by this Agreement, is not assuming any obligation for the payment of a debt owed by husband to his father, Lewis D. Nichols, Sr., and a debt owed to his aunt, Mrs. Roy L. Enochs, both of which obligations husband will personally discharge.

8. The parties agree that in any action instituted in any court by either of the said parties against the other for the dissolution of the bonds of matrimony, it is the desire of both parties hereto that this Agreement and the provisions hereof be ratified and confirmed by the Court in any decree that may be entered therein, and the said parties, each of them or either of them, will present this Agreement to the Court and request the same be ratified, confirmed, approved and made an enforceable part of any decree ordered entered therein, and that neither of the parties hereto will in any way oppose ratification, confirmation and enforcement of this Agreement and the provisions hereof by the Court in any such proceeding; but in any event this Agreement shall survive the same and shall be forever binding and conclusive upon the parties from and after the date of its execution.

9. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement. Husband specifically agrees to join in the execution of a deed of trust upon the real estate located at 2809 Hillside Drive, Nashville, Tennessee, if necessary in order to secure the loan mentioned in paragraph 6 above.

IN WITNESS WHEREOF, the parties have set their hands to two counterparts of this Agreement, each of which shall constitute an original, this 12th day of September, 1975, in the city of Nashville, County of Davidson, State of Tennessee.

s/s Sarah Lasseter Nichols
SARAH LASSETER NICHOLS

s/s Lewis D. Nichols, Jr.
LEWIS D. NICHOLS, JR.

IT IS FURTHER ORDERED, ADJUDGED and DECREED in accordance with the provisions of the Child Custody and Property Settlement Agreement that all right, title and interest of the defendant Lewis D. Nichols, Jr., in and to the following described real estate be, and the same is hereby divested out of him and awarded to the plaintiff, Sarah Lasseter Nichols, as her sole and separate property as alimony in solido.

TRACT I: Land in Davidson County, Tennessee, being lot No. 28 and the northeasterly part of lot No. 27 of Block No. 7 on the plan of Fairfax Place, as of record in Book 547, page 137 and 138, Register's Office for said county, described as follows:

Beginning on the southeasterly margin of Hillside Drive at the corner of lots numbers 1 and 8, and running thence southwardly, with the line between lots numbers 28 and 27 on the west and lots numbers 1, 2, 3 and 4 on the east, 257' 6" to the southwest corner of lot No. 4; thence northwestwardly parallel with the line between said lots numbers 27 and 28, 206' 6" to the southeasterly margin of Hillside Drive; thence with the same in a northeasterly direction 172' 9" to the beginning.

Being the same property conveyed to Lewis D. Nichols, Jr., and wife Sarah L. Nichols, by Warranty Deed from Roy Skinner and wife, Betty J. Skinner, dated March 13, 1973, of record in Book 4692, page 639, Register's Office of Davidson County.

TRACT II: Land in Davidson County, Tennessee, being the westerly one-half of Lot No. 58 of Block 3, Division "A", Richland Realty Company's subdivision, of record in Book 161, page 151, Register's Office for said county, but said plan does not show the blocks divided into small lots.

According to an unregistered copy of a survey thereof dividing said block into lots, said part of Lot No. 58 fronts 50 feet on the southerly side of Richland Avenue and runs back between lines 200 feet to a dead line in the rear on which it measures 56 feet.

A portion of the above described property has been conveyed to the State of Tennessee by Warranty Deed dated July 12, 1973, of record in Book 4727, page 604, Register's Office of Davidson County.

Being a portion of the same property conveyed to Lewis D. Nichols and wife, Sarah L. Nichols, by Warranty Deed from J.B. Hawkins and wife, Ruth W. Hawkins, dated January 16, 1962, of record in Book 3338, page 199, Register's Office of Davidson County.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant Lewis D. Nichols, Jr. shall vacate the premises at 2809 Hillside Drive, Nashville, Tennessee within five (5) days from the date of the hearing of this cause.

The costs of the case are assessed against the defendant for which execution may issue if necessary.

JUDGE

9-18-75

APPROVED FOR ENTRY:

FARRIS, EVANS & WARFIELD

RICHARD A. JONES, Attorney
for Plaintiff

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DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

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I certify that a copy of this Decree has been mailed to Lewis D. Nichols, Jr., 2809 Hillside Drive, Nashville, Tennessee 37212, this 15th day of September, 1975.

RICHARD A. JONES

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* Sarah Lassetier Nichols *Plaintiff, and* Lewis D. Nichols, Jr. *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* 15th *day of* October *in the year one thousand nine hundred and* Seventy-five *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Rooker, D. C.