9114/830

Map 75-6
Par. 82

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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JACQUELINE REASONOVER SULLIVAN]
APR22'75 MISC]
-vs-] B* 14.00 * 14.00
] NO. 75505
JERRY WAYNE SULLIVAN]

FINAL DECREE

This cause came on to be heard on the 19th day of May, 1975 before the Honorable Benson Trimble, Judge, upon the petition for absolute divorce filed by complainant, personal service of process upon the defendant, answer filed by the defendant, subsequent agreement of the parties to allow this matter to be tried as a non-contested divorce, submission to the Court of property settlement agreement, testimony of complainant and her two corroborative witnesses, statement of counsel and from the entire record in this cause. From all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct toward complainant as renders further cohabitation unsafe and improper.

It is therefore ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved, and the complainant, Jacqueline Reasonover Sullivan, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the property settlement agreement heretofore submitted to the Court is approved in all respects and made a part of this decree by inclusion of same as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court of Davidson County, Tennessee a petition for separate maintenance filed by JACQUELINE REASONOVER SULLIVAN, hereinafter referred to as Wife, against JERRY WAYNE SULLIVAN, hereinafter referred to as Husband, under Docket No. 75505, and

WHEREAS, these parties desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have been advised of their rights by their respective counsel, and

WHEREAS, the parties are each aware of their obligations and rights, one to the other,

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

(1) That Wife will, upon the execution of this agreement, agree to amend her petition to request an absolute divorce and proceed to trial on a non-contested basis.

(2) That the absolute care, custody and control of the minor child of the parties, to-wit, Jason Wayne Sullivan, shall be awarded to the Wife, with the right of reasonable visitation reserved to the Husband, including, but not limited to, an eight (8) hour visitation privilege each Saturday from approximately 9 A.M. until 5 P.M., or such other time as the parties can mutually agree upon. Said visitation privileges to also include the right of the Husband to spend time with his minor son during the Christmas Holidays, Thanksgiving and Easter holidays and for an extended period of time which is agreeable to both parties during the summer months.

(3) Husband agrees to pay Wife $200.00 per month as child support, said payments to be made directly to Wife.

(4) Husband agrees to pay Wife $75.00 per month as permanent alimony for a period of twenty (20) years, or until she should die or remarry, whichever is the first event to occur.

(5) All right, title and interest which the Husband has in and to the house and lot of the parties located at 4236 Nepal Drive, Hermitage, Davidson County, Tennessee shall be divested out of him and the sole and exclusive ownership of said property shall be awarded to the Wife, it being the responsibility of Wife to pay the balance of indebtedness due on the first mortgage. Any balance due on a second mortgage or third mortgage shall be the exclusive obligation of the Husband and as such shall be considered an alimony obligation.

(6) All of the household furniture, furnishings and personal property of the parties shall be awarded as the exclusive property of the Wife with the exception of the Husband's tools, golf clubs and bag, or any of his personal clothing, which shall be awarded to him.

(7) Husband agrees to deliver to Wife with the signing of this agreement all house keys in his possession.

(8) Husband agrees to maintain in full force and effect hospital and medical insurance for the benefit of the minor child until he attains the age of eighteen (18) years. Husband further accepts full responsibility for any and all hospital, doctor and medical and dental expenses for the minor child of an extraordinary nature which are not covered by the heretofore mentioned insurance. It is understood by the parties that said expenses of an "extraordinary nature" will not include regular checkups, colds or shots.

(9) Husband acknowledges that the life insurance policies in the amounts and as identified in the attached Exhibit # 1 are the only life insurance policies on his life at present and that he will

maintain said policies in full force and effect with the minor child of the parties designated as irrevocable beneficiary thereon, until said child attains the age of eighteen (18) years. Husband agrees not to assign these policies or to allow them to lapse without obtaining permission from the court.

(10) All right, title and interest which the Wife has in and to the real property of the parties located in Fairfield Glades shall be divested out of her and the sole and exclusive ownership in said real property shall be vested in the Husband, it being his responsibility to pay the balance of indebtedness thereon and hold Wife harmless from any responsibility thereon.

(11) Husband agrees to award to Wife all of his stock and interest in the Ford Motor Company and Roger Miller Company.

(12) Husband agrees to accept full responsibility for the balance of indebtedness due BankAmericard, Sears and Roebuck, which includes the recent repair bill to fix the washing machine.

(13) Wife agrees to pay the balance of indebtedness due Castner's, Cain Sloan and Western Auto.

(14) Husband agrees to pay Wife's solicitor of record, Robert L. Jackson, a final attorney fee of $650.00, said fee being in addition to any fees heretofore paid, and said fee to be due and payable on or before the day which the case goes to trial.

Both parties agree to sign any and all documents or titles necessary to carry out the full purpose and intent of this agreement, and acknowledge that they have read this agreement in its entirety, and signed same voluntarily.

WITNESS OUR HANDS, this 9 day of April, 1975.

Jacqueline R. Sullivan
WIFE

Robert L Jackson
ATTORNEY FOR WIFE

Jerry Wayne Sullivan
HUSBAND

Lewis K. Conner, Jr.
ATTORNEY FOR HUSBAND

EXHIBIT 1

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EXHIBIT TO

PROPERTY SETTLEMENT AGREEMENT

John Hancock Life Insurance Company
Face Amount of Policy -- $29,426.00

Life & Casualty Insurance Company
Face Amount of Policy -- $5,000.00

Bankers Life Insurance Company
Face Amount of Police -- $50,000.00

It is further ORDERED, ADJUDGED AND DECREED that all right, title and interest which the defendant, Jerry Wayne Sullivan, has in and to the following described real property:

> Land in Davidson County, Tennessee, being Lot No. 315 on the Plan of Hermitage Estates Subdivision, Section II, of record in Book 3700, page 23, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 315 fronts 80.59 ft. on the northwesterly margin of Nepal Drive and runs back between lines measuring 130.0 ft. on the northeasterly line and 127.73 ft. on the southwesterly line to a broken line measuring 76.62 ft. thereon.
>
> Being the same property conveyed to Jerry W. Sullivan and wife, Jacqueline R. Sullivan, by deed from Charles B. Rolleston and wife, Edith L. Rolleston, of record in Book 4392, page 475, Register's Office for said county.

is divested out of him and vested in complainant, Jacqueline Reasonover Sullivan, in fee simple, absolute ownership.

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

JUDGE

APPROVED:

Robert F. Jackson
Attorney for Complainant

Lewis H. Conner, Jr.
Attorney for Defendant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel.

This the _____ day of _____ 19____.

Mail Robert Jackson, Atty
Anew Jewett Bldg
Nash. Tenn

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IDENTIFICATION REFERENCE

APR 22 11 51 AM '76

REGISTER
DAVIDSON COUNTY, TENN.

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* JACQUELINE REASONOVER SULLIVAN *Plaintiff, and* JERRY WAYNE SULLIVAN *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* 22nd. *day of* APRIL *in the year one thousand nine hundred and* SEVENTY SIX *and in the* 200th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Jane Smith, *D. C.*