5-6-76

Barrett, Brandt & Barrett
9th Flr. - Third Nat'l. Bk. Bldg.
Nashville 37219

109A/753
Map 14 2-1-H
Parcel 70 + 70 A

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5032 PAGE 440

CAROLYN SUE NELMS	]	
Plaintiff,	]	
VS.	]	No. 80998
THOMAS SPURGEON NELMS, III	]	
Defendant.	]	

FINAL DIVORCE DECREE

This cause came on to be heard on the third day of May, 1976 before the Honorable Joe C. Loser, Judge of the Third Circuit Court for Davidson County, Tennessee upon the complaint for absolute divorce filed by the plaintiff, the testimony of the plaintiff, the testimony of witnesses, statements of counsel, and the entire record in this cause, from all of which the court finds that the defendant's counsel accepted service of process for him on November 24, 1975 and that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as to render further cohabitation unsafe and improper.

It is therefore ORDERED, ADJUDGED AND DECREED that the plaintiff CAROLYN SUE NELMS be granted an absolute divorce from the defendant THOMAS SPURGEON NELMS, III and restored to all the rights and privileges of an unmarried person and that the bonds of matrimony subsisting between the parties be and same are hereby dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Settlement Agreement entered into between the parties be and same is hereby approved in all respects and incorporated in this decree verbatim as follows:

THIS AGREEMENT is made and entered into by and between CAROLYN SUE NELMS (hereinafter referred to as Wife) and THOMAS SPURGEON NELMS, III, (hereinafter referred to as Husband).

W I T N E S S E T H:

That the parties hereto were lawfully married on March 24, 1966 in Nashville, Tennessee. As a consequence of certain irreconcilable difficulties that have arisen between the parties, the wife has filed a Petition for Absolute Divorce. The parties are desirous of reaching an agreement concerning the custody and support of their minor children and are desirous of making a final and permanent settlement agreement with respect to their various assets.

Therefore, for and in consideration of the mutual promises and agreement contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Child Custody and Visitation - Absolute care, custody, and control of the parties' minor children Tiffany Sue and Robert Andrew will be awarded to the wife with reasonable visitation rights awarded to the husband.

2. Child Support - The husband will pay to the wife the sum of Four Hundred Fifty ($450.00) Dollars per month as child support payable by check directly to the wife.

3. Alimony - The husband will pay to the wife Four Hundred Fifty ($450.00) Dollars per month payable by check directly to the wife as alimony in futuro. The husband's alimony obligation will terminate either (a) at the expiration of ten years from the date of entry of a final decree of divorce; or (b) upon the remarriage or death of the wife.

4. Real Property - The parties will continue to own their residence located at 8207 Sawyer Brown Road in Nashville, Davidson County, Tennessee as tenants-in-common. In the event of the sale of the residence, the net profit from the sale of the residence will be divided equally between the parties. The wife will make all mortgage payments of the parties' residence, keep the house adequately insured against hazard, and keep the house in good repair. The real estate owned by the parties is more particularly described as follows:

Unit No. K-4, together with the carport designated No. K-4-C, in River Plantations, Section One, A condominium, a Horizontal Property Regime, located on Highway 70 South, Nashville, Davidson County, Tennessee, as shown on the plat of River Plantations, Section One, Condominium Apartments, recorded in Book 4460, page 59, of the Register's Office for Davidson County, Tennessee, and described in a Master Deed, recorded in Book 4562, page 474, of the Register's Office of Davidson County, Tennessee to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners, and tenants of River Plantations, Section One, Condominium Apartments, contained in the Master Deed, and the By-Laws appended thereto, recorded in Book 4562, page 474, of the Register's Office of Davidson County, Tennessee are incorporated in this deed by reference and made a part hereof the same as though copied herein.

This is improved property known as Unit No. K-4, Highway 70 South, Nashville, Tennessee.

5. Furniture and Household Furnishings - The parties will agree between themselves as to the division of household furnishings and furniture.

6. Indebtedness - The husband will assume as his sole obligation all outstanding indebtedness of the parties, except as otherwise set out in this agreement, and hold the wife harmless for any obligation she may have for such indebtedness. The wife will assume as her sole obligation the indebtedness to Cain Sloan and McClure's and hold the husband harmless for any liability he may have for such indebtedness.

7. Automobiles - All right, title and interest to the Ford LTD automobile owned by the parties will be vested in the wife and the husband will be divested of all right, title and interest in same. All right, title and interest in the Datsun automobile will vest solely in the husband and the wife will be divested of all right, title and interest in same.

8. Life Insurance - The husband will maintain such life insurance as he has as of the date of the execution of this separation agreement in full force and effect with the parties' minor children as beneficiaries thereof.

9. Hospitalization Insurance - The husband will maintain adequate hospitalization insurance for the parties' minor children.

10. Attorney's Fees - The husband will pay to Robert S. Brandt, Attorney for the wife, a reasonable attorney's fee of Four Hundred ($400.00) Dollars.

11. Additional Instruments - Each of the parties shall, from time to time, execute, acknowledge and deliver any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

THIS AGREEMENT, if and when approved by a Court of competent jurisdiction in Davidson County, Tennessee, and incorporated into any final decree of divorce which might be granted to the parties, shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future, except as otherwise herein provided, and as provided by law. Specifically included in this agreement are any claims for support, maintenance, alimony, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the property or estate of the other.

WITNESS our hands on this 3 day of May, 1976.

Carolyn Sue Nelms
CAROLYN SUE NELMS

WITNESS

Thomas S. Nelms III
THOMAS SPURGEON NELMS, III

Judy D. Booker
WITNESS

It is further ORDERED, ADJUDGED AND DECREED that the costs in this caused be taxed to the defendant for which execution may issue.

JUDGE
5-6-76

APPROVED FOR ENTRY:

BARRETT, BRANDT & BARRETT, P.C.

Enter This 6th Day of May, 1976

BY:
Robert S. Brandt
Attorney for the Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a copy of the foregoing Divorce Decree to Alfred H. Knight, Attorney for the Defendant, 700 Union Street, Nashville, Tennessee, 37219 on this 7th day of May, 1976.

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IDENTIF. REFERENCE

JUN 7 12 57 PM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

JUN-7 MISC B* 10.00 * 10.00

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Carolyn Sue Nelms *Plaintiff, and* Thomas Spurgeon Nelms III *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* 7th *day of* June *in the year one thousand nine hundred and* 76 *and in the* 200 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Bates, *D. C.*