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BOOK 5034 PAGE 857

[illegible] ELLIS

[illegible] GAYLAND ELLIS

[illegible] COURT
OF DAVIDSON COUNTY, TENNESSEE
NO. ~~69480~~ 69606

44-5
15 pd

FINAL DECREE

This cause came on for hearing on this the 7th day of September, 1973 before the Honorable Thomas O. H. Smith, Jr., Special Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original complaint of Doris Carlene Ellis, pro confesso heretofore entered, testimony of witnesses heard in open Court, statement of counsel and upon the entire record in this cause. From all of which it appears the allegations in complainant's bill are fully sustained, that is, that the defendant, Alvin Gayland Ellis has been guilty of such cruel and inhuman treatment and conduct towards the complainant as renders further co-habitation unsafe and improper for her to remain under his dominion and control;

It is therefore ORDERED, ADJUDGED, and DECREED that the bonds of matrimony heretofore subsisting by and between the parties be and the same are hereby dissolved and the complainant, Doris Carlene Ellis is awarded an absolute divorce from the defendant, Alvin Gayland Ellis and she is restored to all the rights and privileges of an unmarried person.

It further appears to the Court the parties through and by counsel have entered into the following property settlement agreement.

A G R E E M E N T

This agreement made and entered into at _____, Tennessee, on this the 30th day of April, 1973, by and between Doris Carlene Ellis, hereinafter called the Wife, and Alvin Gayland Ellis, hereinafter called the Husband.

WITNESSETH:

Whereas the parties are man and wife and the wife has filed suit for divorce in the Fourth Circuit Court of Davidson County, Tennessee, under Rule No. 69606, and the differences are such between the parties as a reconciliation is impossible, and desiring to settle their property rights subject to the approval of the Court, the parties have agreed as follows:

1. The wife is to retain possession of the homeplace of the parties. However, title shall be in both husband and wife as tenants in common. In the event either party remarries while the daughter of these parties is a minor, the homeplace is to be sold and the proceeds divided equally between the parties. If the child has reached the age of eighteen and either party remarries, the homeplace will be sold and the proceeds divided equally between the husband, wife, and the daughter of these parties.

2. The wife is to receive custody of the minor child, to-wit, Gayla Lynn Ellis, and the husband is to have reasonable visitation privileges.

3. The wife shall have the household furniture and furnishings of the parties located at 119 Scenic View Drive, Old Hickory, Tennessee.

4. The husband shall pay the sum of $150.00 per month as child support for the minor child.

5. The wife shall receive no further or other alimony as not listed herein.

6. The wife shall receive the 1969 Ford Mustang automobile as hers absolute.

7. Both parties agree the beneficiary on the life insurance policy on the minor child shall be changed to the wife and she shall be responsible for further premiums, and the husband shall execute the necessary papers pertaining to this matter.

8. Each party shall retain their own personal property and effects, such as jewelry, clothing and other similar items.

Both parties understand this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, this agreement is a full, final and complete settlement of the property rights of the parties and the same may be incorporated in the final decree of divorce. Further, this agreement is entered into without any collusion between the parties but solely of their own free will and accord.

/s/ Doris Carlene Ellis
Wife--Doris Carlene Ellis

/s/ Muriel Robinson
Witness

/s/ Alvin Gayland Ellis
Husband--Alvin Gayland Ellis

Witness

A M E N D M E N T TO A G R E E M E N T

This amendment to the Property Settlement agreement by and between Doris Carlene Ellis hereinafter called the wife, and Alvin Gayland Ellis, hereinafter called the husband, executed on the _____ day of June, 1973, to become a part of the agreement heretofore executed on April 30, 1973:

WITNESSETH:

That whereas the parties have executed a property settlement agreement as to their property rights and rights regarding child support, they desire to amend Item 4 of said agreement to include an addition and to read as follows, to wit:

4. The husband shall pay the sum of $150.00 per month as child support for the minor child until said child reaches the age of 18 years and thereafter the husband agrees to continue paying the sum of $150.00 as alimony to the wife as it is the desire of the husband that the wife shall receive these funds in order to help supply herself with her necessities

of life after the minor child is emancipated from the home.

Both parties specifically ask that this amendment be approved by the Court and incorporated in the final decree of divorce as part of teh agreement date April 30, 1973.

/s/ Doris Carlene Ellis
Wife--Doris Carlene Ellis

/s/ Muriel Robinson
Witness

/s/ Alvin Gayland Ellis
Husband--Alvin Gayland Ellis

/s/
Witness

It is therefore ORDERED, ADJUDGED and DECREED that the custody of the minor child of the parties, to wit, Gayla Lynn Ellis is hereby committed to the complainant with reasonable rights of visitation being awarded the defendant.

It is further Ordered the husband shall pay the sum of $150.00 per month to complainant for the support and maintenance of the minor child. It is further Ordered and Decreed the husband shall pay $150.00 per month to the wife as alimony after the child reaches 18 years, being in accordance with the property settlement agreement herein.

It is therefore further ORDERED and DECREED the wife shall retain possession of the homeplace of the parties at 119 Scenic View Drive, Old Hickory, Tennessee, and title to the same is hereby changed from tenants by the entirety to tenants in common with the complainant and defendant each owning a undivided one half interest therein, pursuant to the property settlement agreement included herein. Said real property is more particularly described as follows:

> Being the southeasterly 72.3 feet of Lot No. 72 on the unrecorded Map of Scenic View Subdivision and being Lot "D" on the Map of a Resubdivision of Lots 67 to 74, both inclusive of said plan, and described according to a copy of a survey thereof made by James L. Murphy, Jr., Surveyor, dated April 21, 1959, as follows:
> BEGINNING at a point in the northeasterly margin of Havron Avenue at the intersection of the north line of a 20 foot strip dedicated for a public walkway; thence along the margin of said strip, northeasterly 168.5 feet to the line of Lot No. 55; thence with the line of said lot northwesterly 72.3 feet to a point; thence southwesterly 169.08 feet to the margin of Havron Avenue; thence with

the margin of the same, southeasterly 72.3 feet to the point of beginning.
Being the same property conveyed to Alvin Cayland Ellis and wife, Doris Carlene Noe Ellis by deed from Randall Phillips, et ux of record Register's Office, Davidson County, Tennessee, Book 2907, page 424.
This conveyance is made subject to the following, to wit: "Restrictive covenants contained in deed from Nashville Industrial Corporation to Randall Phillips, of record in Book 2881, page 477." (as follows) "No residence shall be erected on any one of the said eight lots or if the property is again subdivided on any lot in the new subdivision costing less than $2,000.00 for a four room house, $2,250.00 for a five room house, and $2,500.00 for the construction of a house of six rooms or more, which amounts shall be the actual cost of construction of the building, exclusive of lot and other expenses in connection therewith." "The unrecorded plan shows an Owner's Certificate, a 30 foot set-back line from Havron Avenue and a 10 foot easement for public utilities along the northeasterly rear line."

It is therefore ORDERED, ADJUDGED and DECREED that the property settlement Agreement and Amendment to Agreement as incorporated herein be and the same is hereby made the judgment of this Court.

The defendant shall pay the costs of this cause for all of which let execution issue if necessary.

Entered this 13 Day of SEP 19--

Special Judge

APPROVED FOR ENTRY:

Attorney for Complainant

I certify a copy of this final decree has been mailed to the defendant, Alvin Gayland Ellis, Lodge Apartments, Goodlettsville, Tennessee.

Attorney

D 5 3 5 8 6

IDENTIF. REFERENCE

JUN 14 2 19 PH '76

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

BOOK 5034 PAGE 861

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7-13-73

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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* Norris Carlene Ellis *Plaintiff, and* Alvin Rayland Ellis *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* 14th *day of* May *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.*