IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ELIZABETH DIANNE BLEDSOE ELLIS,)
Plaintiff)
v.)
WILLIAM BROWN ELLIS, IV)
Defendant)

Map Parcel
147.9-84
NO. 81597

NOV29 MISC DECREE $* 10.00 * 10.00

This cause was heard before the Honorable Benson Trimble, Judge, on October 15, 1976, upon the original complaint which was filed on January 16, 1976, the amended and supplemental complaint which was filed on July 1, 1976, upon the default judgment heretofore duly and regularly entered against the defendant, he having been personally served with process as to the original complaint on January 27, 1976, and he having been personally served with process as to the amended and supplemental complaint on July 16, 1976, and he having failed to make defense within the time required by law, and upon the testimony of the plaintiff and her witnesses.

The Court finds:

1. That the averments of the original complaint and of the amended and supplemental complaint are true, they having been fully sustained by the proof; that the defendant is guilty of such cruel and inhuman treatment or conduct toward the plaintiff as to render it unsafe and improper for the plaintiff to cohabit with the defendant;

2. That the plaintiff Elizabeth Dianne Bledsoe Ellis is the owner in fee simple of a tract of land located in Williamson County, Tennessee described as follows:

> That certain tract or parcel of land, lying and being situated in the Eleventh (11th) Civil District of Williamson County, Tennessee, described as follows to-wit:
>
> Beginning at a point, this point being an iron pin set in the eastern margin of Arnold Road at its

intersection with the northern margin of Thompson Station Road; thence North 04 deg. 28 min. East, 439.76 feet along the eastern margin of Arnold Road to an iron pin; thence South 84 deg. 23 min. East, 468.93 feet to an iron pin; thence South 04 deg. 29 min. West, 694.31 feet to an iron pin; thence along the northern margin of Thompson Station Road, North 57 deg. 04 min. West, 420.00 feet to an iron pin and North 52 deg. 49 min. West. 117.76 feet to an iron pin, this being the point of beginning and containing 6.15 acres, more or less.

This is the same property as was conveyed unto Dianne Ellis by deed from Globe Development Company dated October 28, 1975, of record in Book 251, page 33, of the Register's Office for Williamson County, Tennessee.

3. That the defendant has no right, title or interest of any kind or character whatsoever in and to the said 6.15 acres tract of land hereinabove described, however, the defendant did join the plaintiff in the execution of a mortgage or deed of trust on said land to secure the payment of a note signed by Dianne Ellis in the amount of $6,000.00, this deed of trust being of record in Book 251, page 37, of the Register's Office of Williamson County, Tennessee. It does not appear with certainty whether the defendant also signed the note. While the proof indicates that the defendant probably did not sign said note with his wife, the Court is of the opinion that the plaintiff should save the defendant harmless from any liability on the mortgage or deed of trust on said land which the defendant did execute along with the plaintiff and that plaintiff should save the defendant harmless from all liability on said note secured by said mortgage or deed of trust if, in fact, the defendant did sign said note;

4. That the plaintiff is the owner in fee simple of a tract of land located in Davidson County, Tennessee described as follows:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being Lot No. 178 on the Plan of Section 1, Caldwell Country Estates, as of record in Book 2663, pages 68 and 69.

Said Lot No. 178 fronts 68 feet on the easterly side of Danby Drive and runs back 287.8 feet on the northerly line and 317 feet on the southerly line, to a dead line in the rear on which it measures 104.6 feet.

This is the same property as was conveyed to Dianne B. Ellis by deed from William R. Pinkleton and wife Nancy Pinkleton, dated April 30, 1976, of record in Book 5020, page 801, Register's Office of Davidson County, Tennessee.

5. That at the top of the front page of said deed appears the following language: "Name and Address of New Owners Mr/Mrs. William B. Ellis, 5012 Danby Drive", that this language appears on the front page of the deed, but is not an essential part of the deed and is as a matter of fact erroneous insofar as it indicates that Mr. William B. Ellis, the defendant in this court, is one of the owners of said property, that the said defendant William B. Ellis, IV has no right, title or interest of any kind or character whatsoever in and to the said tract of land in Davidson County, Tennessee, located on Danby Drive, for the reason that the conveying clause designates only Dianne B. Ellis as the grantor, and that the plaintiff should save harmless the defendant from any liability on a note which was executed by the plaintiff and the defendant on April 30, 1976, in the amount of $33,250.00, payable to Home Federal Savings & Loan Association of Nashville, and on a deed of trust which was executed by the plaintiff and the defendant to Attorneys Title Company, Inc., Trustee, conveying said property in trust to secure the payment of said note to Home Federal Savings & Loan Association of Nashville, this note representing the major portion of the purchase price for said property on Danby Drive;

6. That the plaintiff is the owner of substantially all the household goods and furniture, furnishings, appliances, silverware, dishes, etc., located in the home of the plaintiff at 5012 Danby Drive, Nashville, Tennessee, and that if there is any such property in said home jointly owned by the parties, the right, title and interest of the defendant in same should be divested out of him and vested in the plaintiff;

7. That the parties formerly had a joint account in what is now the United American Bank and that they jointly owed two notes to said bank, that said account has now been changed so that it stands in the name of the plaintiff only, that one of said notes has been renewed and signed only by the plaintiff, and that the other note is still owed jointly by the parties in the amount of approximately $2,900.00.

It is accordingly ORDERED, ADJUDGED and DECREED:

1. That an absolute divorce be and hereby is granted unto the plaintiff Elizabeth Dianne Bledsoe Ellis, that the bonds of matrimony subsisting between the said plaintiff and the defendant William Brown Ellis, IV, be and hereby are forever dissolved, that the parties be and hereby are vested with all the rights and privileges of unmarried persons, and that the plaintiff's maiden name, Elizabeth Dianne Bledsoe, be and hereby is restored to her;

2. That the plaintiff Elizabeth Dianne Bledsoe Ellis is the sole owner of the two tracts of land hereinabove described, that the defendant has no right, title or interest of any kind or character whatsoever in said property, however, if the said defendant does have any right, title and interest in either of said tracts of land, all his right, title and interest in same and in each tract, is hereby divested out of him and is vested in the plaintiff Elizabeth Dianne Bledsoe Ellis;

3. That the plaintiff shall save the defendant harmless from all liability on the aforesaid note executed by the parties on April 30, 1976 in the amount of $33,250.00, payable to Home Federal Savings & Loan Association of Nashville, and shall save the defendant harmless from all liability on the deed of trust which was executed by the parties to secure the payment of said note;

4. That the plaintiff shall save the defendant harmless from all liability on the mortgage or deed of trust which the parties executed on the said tract of land located in Williamson County, Tennessee, and shall also save the said defendant harmless from any liability on the note which said deed of trust or mortgage secures if the said defendant did sign said note;

5. That all right, title and interest, if any, of the defendant in and to any jointly owned personal property of the parties including especially household goods, furniture, furnishings, appliances, utensils, silverware, dishes, etc., be and hereby are divested out of him and are vested in the plaintiff;

6. That the defendant has no right, title or interest to or in any bank account now standing in the name of the plaintiff including particularly the savings account in the United American Bank which said account was formerly in the joint names of the parties, but since the filing of this suit has been placed solely in the name of the plaintiff;

7. That the plaintiff shall also save the defendant harmless from any liability on a note executed by the parties to United American Bank in the amount of approximately $2,900.00, since this note was executed originally in connection with the purchase of real property, title to which is in the plaintiff;

8. That the defendant shall pay the costs of this cause for which let execution issue.

S/ Benson Trimble
JUDGE

10-19-76

APPROVED:

Claude Callicott
Claude Callicott
Attorney for Plaintiff

FILED
DAVIDSON COUNTY, TENN.
NOV 29 2 47 PM '76
CLERK

D78810

10/19/76 101-C/2020

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* Elizabeth Deanne Bledsoe Ellis *Plaintiff, and* William Brown 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* 29th *day of* Nov. *in the year one thousand nine hundred and* 76 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Bates, *D. C.*