5-7-74 V
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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

May 449
Par 32

CHARLES W. ELLIS)
)
VS.) NO: 71918
)
MARTA LYNNE ELLIS)

FINAL DECREE

This cause came on to be heard on this the 25th day of April, 1974, in the Fifth Circuit Court of Davidson County, Tennessee, before the Honorable Vincent E. Wehby, Special Judge, upon the original bill filed by complainant, pro confesso judgment entered against the defendant, she having failed to appear and answer the bill filed against her, upon testimony of the complainant and two witnesses in open Court, upon statement of counsel and upon the entire record in this cause, from all of which the Court finds that the complainant's allegations of cruel and inhuman treatment at the hands of the defendant has been fully sustained by the proof and therefore, the complainant is entitled to an absolute divorce from the defendant.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are hereby, forever and perpetually dissolved, and the complainant is granted an absolute divorce from the defendant and complainant is restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties through and by counsel have entered into a Property Settlement Agreement, as evidenced by their signatures thereto, and the Court finds the same to be proper and approves the Property Settlement Agreement which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of November, 1973, by and between CHARLIE W. ELLIS (hereinafter called Mr. Lewis) and MARTA LYNNE ELLIS (hereinafter called Mrs. Ellis).

WITNESSETH:

WHEREAS, Mr. Ellis and Mrs. Ellis are now involved in a divorce action, docket number 71918 in the Fifth Circuit Court of Davidson County, Tennessee, and

WHEREAS, Mr. Ellis and Mrs. Ellis wish to settle certain property matters subject to the approval by the Court.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Mrs. Ellis shall have as her sole and separate property, the following items:

a. Washer and dryer.
b. All ceramics in the home.
c. All silverware.
d. All of the china.

e. Breakfast dishes.
f. Clothes hamper.
g. Wastebasket.
h. Hanging Lamp.
i. All of the ash trays.
j. The wine decanter.
k. One-half of all towels.
l. All articles from the bathroom walls.
m. One table.

2. Mr. Ellis shall pay the Court costs.

3. It is understood and agreed by the parties that title to the home located at 806 Bettie Street, Old Hickory, Tennessee, will be vested into Mr. Charlie W. Ellis, and he is to assume the mortgage presently existing on the homeplace of the parties.

4. It is understood and agreed by the parties that this is a full and final settlement of all rights between the parties and neither party shall have any right against the other which is not specifically stated in this agreement. Neither party would have any claim against the other for alimony in solido, alimony in futuro, support or maintenance, homestead, dower, inheritance or any other right whatsoever arising out of the marriage relationship except the rights that are specifically given in this agreement.

5. It is understood and agreed that this agreement is subject to the approval of the Court, and shall become effective only if and when a final decree of divorce is entered, and this agreement shall be incorporated as part of the final decree.

The parties have hereunto signed their names on this the 20th day of November, 1973.

IT IS, THEREFORE, FURTHER ORDERED, ADJUDGED AND DECREED by the Court that this Property Settlement Agreement be and the same hereby is made the judgment of this Court. The defendant will pay the costs of this cause, for which let execution may issue, if necessary.

Vincent E. Webby
VINCENT E. WEHBY
Special Judge, Fifth Circuit Court of Davidson County, Tennessee

APPROVED FOR ENTRY:

John K. Kyle
JOHN K. KYLE
Attorney for Complainant

Enter This 7 Day of May 1974

CERTIFICATION

This is to certify that a copy of the foregoing Final Decree has been mailed to the defendant, Marta Lynne Ellis, 801 Cleves Street, Old Hickory, Tennessee, this 30th day of April, 1974.

John K. Kyle

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IDENTIF. REFERENCE

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FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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Docket No. 71918 26C/161

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* Charles W. Ellis *Plaintiff, and* Marta Lynne 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* 17th *day of* January *in the year one thousand nine hundred and* seventy-seven *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Patty Teague, *D. C.*

Form #GR-117