IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DARLENE ELAINE PILLZ WHEATLEY)
)
VS.) NO. 67478
)
LOUIS MICHAEL WHEATLEY)

162-5
125
PW

FINAL DECREE

This cause came on to be heard this 21st day of December, 1972, before the Honorable Thomas O. H. Smith, Jr., Special Judge for the Fourth Circuit Court of Davidson County, Tennessee, upon the Original Bill filed by the complainant, the Answer of the defendant, the Order transferring the case to the noncontested docket, the Order amending the Original Bill, the testimony of the complainant and her corroberating witnesses, and the entire record. From all of which the Court was of the opinion that the complainant made out a case for the granting of a divorce upon the grounds of cruel and inhuman treatment. The Court reviewed the Property Settlement Agreement and approved the same, and restored the maiden name of the complainant to her.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the complainant, DARLENE ELAINE PILLZ WHEATLEY, be and is hereby granted an absolute divorce from the defendant, LOUIS MICHAEL WHEATLEY, upon the grounds of cruel and inhuman treatment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the maiden name of the complainant be restored to her, so that her name from henceforth will be DARLENE ELAINE PILLZ.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court approved the Property Settlement Agreement, which is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT:

It appears that Darlene Elaine Pillz Wheatley, hereinafter referred to as the WIFE, and Louis Michael Wheatley, hereinafter referred to as the HUSBAND, have had numerous unhappy differences in their marriage and have negotiated among themselves

an agreement concerning the division of their marital estate and alimony to the WIFE. It is their desire to commit their agreement to writing, and therefore they each agree to the following:

ITEM I.

The WIFE hereby relinquishes any and all claim to the residence and real estate located at 5409 Eulala Drive, Nashville, Tennessee, and agrees that her interest in this property, which is owned by the parties as tenants by the entireties, shall be divested from her and vested in the HUSBAND.

ITEM II.

It is further agreed that the HUSBAND will assume as his sole obligation the payment of the balance owed on the mortgage on the above real estate at 5409 Eulala Drive, Nashville, Tennessee.

ITEM III.

It is further understood and agreed that the WIFE will receive as her sole property the 1966 Ford Fairlane automobile and any interest of the HUSBAND in that vehicle will be divested from him. The HUSBAND agrees to repair that vehicle so that it is in good working order, which will include, but not be limited to, repair of the clutch and a complete tune-up for the vehicle.

ITEM IV.

The HUSBAND will receive as his sole property the 1972 Comet automobile and any interest in that vehicle will be divested from the WIFE and vested in the HUSBAND, with the HUSBAND agreeing to pay, as his sole obligation, the balance owing on that vehicle.

ITEM V.

The HUSBAND agrees to pay as his sole obligation the two loans at the First American National Bank, which was for a color T.V. and a personal loan.

ITEM VI.

The WIFE will receive all personal property which is presently in her possession, except for the 25" Magnavox color T.V., and this T.V. will be turned over to her by the HUSBAND as her sole property.

ITEM VII.

It is further agreed by and between the parties that the WIFE will receive as her sole property either the bedroom suite or the living room suite. The decision as to which will

be the property of the WIFE shall be made by the HUSBAND, and he will receive as his sole property the remaining suite after the WIFE has taken either the bedroom suite or the living room suite.

ITEM VIII.

It is further agreed that the HUSBAND will receive as his property the washer and the HUSBAND will pay the balance owing on the washing machine as his sole obligation. He will also receive as his sole property the refrigerator, and the Bradford stereo, which includes two speakers, a Sony tape deck, a Realistic tape deck, and a Myrocord turntable.

ITEM IX.

The WIFE will assume as her sole obligation a $500.00 debt owed to the parents of the WIFE, which was incurred to permit the parties to purchase certain household furniture.

ITEM X.

It is further agreed that the HUSBAND will pay to John W. Nolan, III, for his services to the WIFE, an attorney's fee of $400.00.

ITEM XI.

It is further agreed that the parties will relinquish all claims which they may have in connection with property acquired or in their possession after the date of this agreement.

ITEM XII.

It is further agreed that all prior negotiations, oral agreement, and agreements are hereby merged into this writing, and that this Contract contains the entire understanding of the parties. This Agreement is not subject to change or amendment except in writing with the consent of both the HUSBAND and the WIFE.

ENTERED INTO THIS 7 DAY OF November, 1972.

S/ Darlene Elaine Pillz Wheatley
DARLENE ELAINE PILLZ WHEATLEY

S/ Louis M. Wheatley
LOUIS MICHAEL WHEATLEY

S/Jno. W. Nolan III
JOHN W. NOLAN, III
Attorney for Darlene Wheatley

S/Howard D. Bridges
HOWARD BRIDGES
Attorney for Michael Wheatley."

MINUTES, JANUARY TERM ON THE FIFTEENTH DAY OF JANUARY, 1973 3:48

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Honorable John W. Nolan, III, have and recover a judgment from the defendant, Louis Michael Wheatley, in the amount of $400.00 for his attorney's fee for representation of the complainant, for which execution may issue, if necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause be and are hereby taxed against the defendant, for which execution may issue, if necessary.

This 15 day of Jan, 1973.

JUDGE

APPROVED FOR ENTRY:

JOHN W. NOLAN, III
Attorney for Complainant.

HOWARD D. BRIDGES
Attorney for Defendant.

ORDERED THAT THE COURT STAND ADJOURNED UNTIL TUESDAY, JANUARY SIXTEENTH, 1973 AT 9:00 A.M.

BENSON TRIMBLE, JUDGE

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IDENTIF. REFERENCE

MAY 27 11 08 AM '77 BOOK 5152 PAGE 281

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

79A/346

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* Darlene Elaine Pillz Wheatley *Plaintiff, and* Louis Michael Wheatley *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* 27th *day of* May *in the year one thousand nine hundred and* 77 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Louise Bates, *D. C.*

Form #GR-117