11-20-77
106A/250

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IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 126.1
Par. 64

EMILY JANE LIVESAY,

Plaintiff,

V.

JAMES WILBUR LIVESAY,

Defendant.

No. 84697

FINAL DECREE

This cause came on for trial determination before the Honorable Benson Trimble, Judge for Fourth Circuit Court of Davidson County, Tennessee, on October 17, 1977, upon Plaintiff's Complaint filed originally on September 22, 1976, seeking a dissolution of the marriage on the grounds of cruel and inhuman treatment and abandonment, and on the Amended and Supplemental Complaint filed May 25, 1977, on the grounds of irreconcilable differences in accordance with and pursuant to the provisions of Chapter 107 of the Public Acts of Tennessee of 1977, said ground being in addition to those stated in the prior Complaint; and upon the Court finding that

1. The Defendant has been personally served with process,

2. The parties have made adequate and sufficient provision by written instrument for the custody and maintenance of their two minor children and for the equitable settlement of their joint property rights,

3. The Complaint for Divorce has been on file for more than ninety (90) days,

4. There is no contest or denial with respect to the divorce sought by the original Complaint and the Amended and Supplemental Complaint.

The Court is of the opinion that the parties hereto should be divorced and that the written agreement for the custody and maintenance for the two minor children of these parties and the equitable settlement of their joint property rights should be approved and ratified by the Court.

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED as follows:

1. That the parties hereto be and they are hereby divorced on the grounds of irreconcilable differences, and that the marital bonds heretofore existing between said parties is forever and perpetually dissolved and each party is restored to all the rights and privileges of unmarried persons.

2. That upon Plaintiff's Motion that the ground of cruel and inhuman treatment and abandonment be dismissed, it is hereby ordered, adjudged, and decreed that said counts of the Complaint shall be dismissed.

3. That the Property Settlement Agreement between Emily Jane Livesay and James Wilbur Livesay, dated the 13th day of July, 1977, including provisions for child support, child custody, and division of property, executed by the parties hereto under the aforementioned by and the same hereby is approved and ratified by the Court. Said agreement is attached hereto and marked Exhibit "A" and it is incorporated herein by reference as if set out verbatim.

4. Visitation rights by the Defendant herein with his two minor children shall be unlimited so long as consideration is given as to the time and place so as not to interfere with the children's school work or to impose undue hardship on the Plaintiff herein.

5. The court costs of this cause shall be paid by the Plaintiff herein.

This the 20 day of October, 1977.

BENSON TRIMBLE, JUDGE

Approved for entry:

Joe N. Hopper
Attorney for Plaintiff

PROPERTY SETTLEMENT AGREEMENT BETWEEN EMILY JANE LIVESAY AND JAMES WILBUR LIVESAY

Docket # 84697
Fourth Circuit Court
Davidson County, Tennessee

This agreement made on the 13th day of July, 1977, between Emily Jane Livesay, hereinafter referred to as "Wife," and James Wilbur Livesay, hereinafter referred to as "Husband," both of Davidson County, Tennessee.

WHEREAS, the parties have been married since August 9, 1964, and there has been born to this union two sons, namely, James Wilbur Livesay, Jr., age 11 years, and John Clyde Livesay, age 7 years; and

WHEREAS, since May 10, 1977, the parties have been and now are living separate and apart and have no expectation of resuming married relations; and

WHEREAS, it has now been determined that it is impossible for the parties to live happily in a marital state, and the wife has filed divorce proceedings against the husband for an absolute divorce on the grounds of cruel and inhuman treatment and that he did abandon his family; and

WHEREAS, during the marriage, the parties acquired certain real property as well as personal property; and

WHEREAS, the parties desire to enter into an agreement with respect to the distribution of this property and to their other rights.

IT IS THEREFORE AGREED:

1. Effective Date. This agreement shall become binding upon the parties and their respective legal representatives, successors, and assigns immediately following the granting of a decree of divorce proceeding instituted by the wife against the husband in this case, provided that the provisions of this agreement are approved by the Court in which the proceeding is instituted. In the absence of the granting of a decree or the approval of the Court, the provisions of this agreement shall have no effect.

2. Division of Property. It is agreed between the parties hereto that the real property owned jointly between the husband and wife, known as Lot No. 18 on the Plan of Miro Meadows, 1228 Kermit Drive, Nashville, Tennessee, shall be divested from the joint ownership of the husband and wife herein and invested in the wife solely with a fee simple absolute interest. Husband has executed a deed to this effect which is attached hereto and made a part hereof and marked Exhibit "A".

The household belongings and personal properties belonging to the husband and wife jointly shall be vested in the wife. There are no joint bank accounts nor stocks, bonds, nor other securities held jointly.

3. Custody of Children. The custody of the children shall be given to the wife with reasonable visitation rights extended to the husband as determined and approved by the Court.

4. Child Support. Husband and wife agree that the husband shall pay One Hundred Thirty ($130.00) Dollars per child, or Two Hundred Sixty ($260.00) Dollars for both children per month, payable on the first day of each month, the first payment being due and payable on the first day of the month following this divorce decree, and husband agrees to pay this amount during the time this divorce is pending.

5. Joint Debts and Obligations. Husband agrees to pay any joint debts and obligations incurred by the husband and wife during the time they were married.

6. Sewer Connection Costs. Husband agrees to pay the cost of connecting the city sewer lines to the property at 1228 Kermit Drive within six (6) months after the divorce decree in this case is granted, or in the event the City forces the wife to have these lines connected prior to that time, then the Husband agrees to pay that expense and any penalty incurred promptly at such time as they are due and payable.

IN WITNESS WHEREOF, the parties have signed this agreement on the day and date first above written.

Emily Jane Livesay
Emily Jane Livesay

James Wilbur Livesay

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OCT 26 MISC B* 10.00 * 10.00

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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* true copy ~~xxxxxxxxxxxx~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Emily Jane Livesay *Plaintiff, and* James Wilbur Livesay *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* 26th *day of* October *in the year one thousand nine hundred and* Seventy- Seventh *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117