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FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE

BOOK 5223 PAGE 171

IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

RONALD ESSAW EVANS]

NOV16'77 MISC B* 10.00 * 10.00

-vs-] NO. 82351

DELORES SCRUGGS EVANS]

DIVORCE DECREE

This cause came on to be heard on the 13th day of May, 1976 before the Honorable Stephen L. North, Judge, upon the petition for absolute divorce filed by complainant, personal service of process upon the defendant, default judgment being duly entered, property settlement agreement tendered to the Court for approval, testimony of complainant and his two corroborative witnesses, statement of counsel in open court and from the entire record in this cause. From all of which it appeared to the Court that the defendant has been guilty of such cruel and inhuman treatment or conduct toward complainant as renders further cohabitation unsafe and improper. It is therefore

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

It is further ORDERED AND ADJUDGED that the property settlement agreement tendered to the Court is approved in all respects and made a part of this Decree, by inclusion as follows:

E37.181

IDENTIF. REFERENCE

Nov 16 3 14 PM '77

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

1601

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Circuit Court of Davidson County, Tennessee, a petition for absolute divorce filed by RONALD EVANS, hereinafter referred to as Husband, against DELORES SCRUGGS EVANS, hereinafter referred to as Wife, under Docket No. 82351; and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and submit same to the Court for approval in the event a decree of divorce is granted in this cause; and

WHEREAS, these parties have each been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

1. That Husband will obtain the divorce on a non-contested basis.

2. That Wife will receive the following items of personal property and furniture:

1 Sofa
2 Chairs
1 Ottoman
Coffee Table
2 End Tables
1 Ectagere
1 Lamp
1 Swing Lamp
2 Wall Pictures
1 Mirror and accessories
2 Wood Keys
1 Floral Arrangement
1/2 Kitchen accessories
1 Picture
1 Wood-spoon & fork set
1 Clock and wall decoration
1 Dresser
1 Chest of Drawers
1 set of pictures of roses
1/2 of linens, wall decorations
Wall decorations in den
1 Coffee table
1 Aquarium
1 Washer
1 set of bunkbeds
1 chest of drawers
1 Sewing Machine
1 9 inch Color Television Set

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory, When Received.

All other household furniture and furnishings not heretofore described will be awarded exclusively to the Husband.

3. Each party will be awarded exclusive ownership of the automobile presently in their possession and will be responsible for paying the balance of indebtedness thereon.

4. All right, title and interest which the Wife has in and to house and lot of the parties located at 2305 Underwood Street, Nashville, Davidson County, Tennessee, will be divested out of her and the sole and exclusive ownership in said house and lot shall be awarded to Husband, it being his responsibility to pay the balance of the indebtedness thereon. Wife in lieu of her interest in said home, will be awarded alimony in solido in the amount of $1,000.00, which shall be a lien against the heretofore described real property; however, said lien shall be unenforceable until such time as the property is sold, or at the expiration of twenty-four (24) months, whichever is the first event to occur.

5. Wife agrees to pay the balance of indebtedness owing to Western Auto, Mastercharge, J. C. Penney, John F. Lawhon and Speigel's, and to hold Husband harmless and indemnify him from any responsibility on said obligations. All other indebtedness and obligations of the parties shall be paid by the Husband and he shall hold Wife harmless and indemnify her from any responsibility on said other debts.

6. The parties agree to divide the cost of all attorney fees and court costs in connection with this divorce proceedings.

Both parties agree to sign any and all documents, deeds, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties agree that they have signed this agreement voluntarily, without coercion, duress or undue influence.

WITNESS OUR SIGNATURES this 24th day of March, 1976.

HUSBAND

WIFE

ATTORNEY FOR HUSBAND

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

It is further ORDERED AND ADJUDGED that all right, title and interest which the defendant, Delores Scruggs Evans, has in and to the following described real property:

> Land in Davidson County, Tennessee, being Lot No. 4 on the Revised Plan of Fisk Park, of record in Book 2331, page 114, Register's Office for said County.
>
> Said Lot No. 4 fronts 60 ft. on the southeasterly margin of Underwood Street and extends back between parallel lines 125 ft. to a dead line.
>
> Being the same property conveyed to Ronald E. Evans and wife, Delores Evans, by deed from Joseph E. Vaughn, Jr. and wife, Frances H. Vaughn, of record in Book 4494, page 452, Register's Office for Davidson County, Tennessee

shall be divested out of her and the sole and exclusive ownership of said property is vested in the complainant, Ronald Essaw Evans, in fee simple; however, defendant shall retain a lien against said real property in the amount of $1,000.00, said lien shall be unenforceable until such time as the property is sold, or at the expiration of twenty-four (24) months, whichever is the first event to occur.

The costs of this cause are taxed one-half against the complainant and one-half against the defendant, for all of which execution may issue, if necessary.

Enter This 17 Day of May, 1976.

JUDGE

APPROVED:

Attorney for Complainant

BOOK 5223 PAGE 175

Docket No. 82351 31C/1601

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* Ronald Essaw Evans *Plaintiff, and* Delores Scruggs Evans *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* 19th *day of* July *in the year one thousand nine hundred and* seventy-seven *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Patty Knapp, *D. C.*

Form #GR-117