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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PAMELA ANN KEENE STURDIVANT,)
)
Plaintiff)
)
VS.) CIVIL ACTION NO. 91017
)
CHARLES NININGER STURDIVANT,)
)
Defendant)

DECREE FOR ABSOLUTE DIVORCE

This cause came on to be heard on this the 2nd day of June, 1978, before the Honorable Stephen North, Circuit Judge, in Chambers on the Complaint for Absolute Divorce, personal service of process upon the Defendant, Motion and Order for a judgment by default, data sheet as required by the Court, testimony by the Plaintiff, statements of counsel and the entire record from all of which it appears to the Court that an absolute divorce should be granted to the Plaintiff on the grounds of irreconcilable differences since the parties have no minor children and the parties have made adequate and sufficient division by written agreement for the equitable settlement of all property rights between them as follows:

This AGREEMENT made and entered into by and between CHARLES NININGER STURDIVANT, hereinafter called "Husband" and PAMELA ANN KEENE STURDIVANT, hereinafter called "Wife" both of Davidson County, Tennessee, on this 2nd day of March, 1978.

WITNESSETH:

WHEREAS, Husband and Wife have undergone unpleasant marital difficulties, and

WHEREAS, the parties desire to make a property settlement agreement of all rights, marital and otherwise, which may exist between them, and that such agreement shall be binding upon the parties in the event of an absolute divorce but in no respect shall this instrument be construed as an agreement or collusion to obtain the same, and

WHEREAS, the parties desire to dispose of the real property which they have acquired since their marriage, and

WHEREAS, it is the mutual desire of both parties to enter into an irrevocable agreement as to the matters stated above.

Now, therefore, for an in consideration of the mutual covenants herein contained, the parties do mutually agree as follows:

1. All right, title and interest in and to a certain house and lot located in Nashville, Davidson County, Tennessee, and held as tenants by the entirety by the Husband and Wife shall be divested from the Wife and vested in the Husband provided that the same is sold within six (6) months, the equity therein will be divided equally, less the down payment loan from the father of the Husband, the same being described as follows:

LAND in Davidson County, Tennessee, being Lot No. 24 on the plan of Holt Meadows, as of record in Book 4300, page 174, in the Register's Office for said County.

SAID Lot No. 24 fronts 42.52 feet on the easterly margin of Holt Valley Road and extends back 162.75 feet on the southerly line and 200.00 feet on the broken northerly line to a dead line in the rear, measuring 67.77 feet thereon.

BEING the same property conveyed to Charles N. Sturdivant and wife, Pamela K. Sturdivant, by deed from Robert F. Leder and wife, Marcia B. Leder of record in Book 5197, page 637, in the Register's Office for said County.

2. A 1976 Ford Pinto Wagon which is owned jointly will be transferred to the Wife and a 1976 Datsun King Cab Pick-up truck which is jointly owned will be transferred to the Husband.

3. All other personal property whether jointly or individually owned has been divided between the parties and both agree such division to be fiar and equitable. Neither party makes any claim upon any other property, real or personal, now owned or previously pruchased by the other.

4. Husband agrees to hold Wife harmless for any and all debts which have been incurred by them jointly up to and including the time of the execution of this AGREEMENT, and upon the above described real estate.

5. The parties shall live apart, neither making any demand upon the other by reason of the marital relationship other than as provided in this AGREEMENT; each shall have the right to select his or her associates, companions and friends, without interferences or hindrance; and each shall conduct his or her social life as he or she determines.

6. In the event either party fails to perform any provision or provisions of this AGREEMENT, the defaulting party agrees to bear all costs and to pay a reasonable attorneys fee in the event it is necessary to employ an attorney to enforce strict performance.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT for the purposes contained therein on the day and year first above written.

S/ Charles Nininger Sturdivant

S/ Pamela Ann Keene Sturdivant

And it further appearing to the Court that the Bill for Divorce has been on file for sixty (60) days prior to being heard, and there being no necessity for corroborative proof or testimony since there has been no contest nor denial.

Accordingly it is therefore ORDERED, ADJUDGED and DECREED:

1. That the bonds of matrimony subsisting between the Plaintiff and the Defendant should be and the same are hereby absolutely and forever dissolved and the Plaintiff is vested with all of the rights of an unmarried woman and her maiden name of Pamela Ann Keene is restored to her.

2. All right, title and interest in and to the following described real property located in Nashville, Davidson County, Tennessee and held as tenants by the entirety by the parties, shall be divested from the Plaintiff and vested in the Defendant, the same being described as follows:

LAND in Davidson County, Tennessee, being Lot no. 24 on the plan of Holt Meadows, as of record in Book 4300, page 174, in the Register's Office for said County.

SAID Lot No. 24 fronts 42.52 feet on the easterly margin of Holt Valley Road and extands back 162.75 feet on the southerly line and 200.00 feet on the broken northerly line to a dead line in the rear, measuring 67.77 feet thereon.

BEING the same property conveyed to Charles N. Sturdivant and wife, Pamela K. Sturdivant, by deed from Robert F. Leder and wife, Marcia B. Leder of record in Book 5197, page 637, in the Register's Office for said County.

3. All other provisions of the aforesaid agreement shall be incorporated in this Decree as a judgment, the Court having approved the same, and the parties shall comply therewith, and this case shall be retained in Court for the enforcement thereof with leave to either party to apply whenever it shall be necessary.

4. The costs of the cause should be and the same hereby are taxed against the Defendant for which execution shall issue is necessary.

Enter this the 7th day of June, 1978.

/s/ Stephen North
CIRCUIT JUDGE

Approved for Entry:

TAYLOR, SCHLATER, LASSITER & TIDWELL

By: Charles N. Tidwell
Attorneys for the Plaintiff
24th Floor, L & C Tower
Nashville, Tennessee 37219
Phone: 259-9344

CERTIFICATE

I certify that a true and correct copy of the foregoing Final Decree has been sent to the Defendant, Charles Nininger Sturdivant, 577 Holt Valley Road, Nashville, Tennessee on this the 6th day of June, 1978.

Charles N. Tidwell

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BOOK 5311 PAGE 519

IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* PAMELA ANN KEENE STURDIVANT *Plaintiff, and* CHARLES NININGER STURDIVANT *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* 14th *day of* July *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By W. L. Rowland, *D. C.*

Form #GR-117