Item 75-11 Parcel 17

BOOK 5346 PAGE 267

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

8-21-78
145B/1006

SHIRLEY KATHERINE GAY NEELY CUTHBERTSON, Plaintiff

VS.

TERRY ALAN CUTHBERTSON, Defendant

No. 92295

FINAL JUDGMENT AND DECREE

This cause came on to be heard before the Honorable Robert E. Lillard, Judge, on August 21, 1978, upon the issues of absolute divorce, property settlement, including alimony and attorney's fees, and change of name of the plaintiff. The Court finds in reviewing the record of this case that the plaintiff filed her complaint on May 31, 1978, and charged irreconcilable differences as the grounds for divorce. The defendant was personally served with process in this case, and he executed an agreed order allowing an amendment to the complaint adding additional facts concerning the plaintiff's requested change of name. The defendant did not file an answer to the complaint in this case. The plaintiff appeared at the hearing on this case and the defendant did not appear. During the course of this hearing, the Court was presented with a written agreement dated August 8, 1978, and signed by the parties. This agreement makes provision for the settlement of rights between the parties and this agreement is set forth verbatim as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into on this the 8th day of August, 1978, by and between SHIRLEY KATHERINE GAY NEELY CUTHBERTSON, hereinafter referred to as MRS. CUTHBERTSON, and TERRY ALAN CUTHBERTSON, hereinafter referred to as MR. CUTHBERTSON, both of whom are residents of the State of Tennessee.

W I T N E S S E T H :

WHEREAS, the parties hereto are husband and wife and they have encountered marital difficulties which are of a great and irreconcilable nature; and

WHEREAS, there is now pending an action for absolute divorce between the parties in the Courts of Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting marital rights between themselves;

NOW, THEREFORE, in consideration of the matters and things set forth above, the parties hereto mutually agree as follows:

1. MR. AND MRS. CUTHBERTSON own the house and property located at 625 Mercer Drive, Hermitage, Davidson County, Tennessee, as tenants by the entirety pursuant to deed of record in Book 5237, Page 553, in the Register's Office for Davidson County, Tennessee. MR. CUTHBERTSON agrees that upon the termination of this marriage by divorce, said house and property will become the house and property of MRS. CUTHBERTSON, alone, in fee simple absolute. MRS. CUTHBERTSON agrees to pay the monthly mortgage indebtedness on said property.

2. MR. CUTHBERTSON agrees to pay to MRS. CUTHBERTSON the sum of $200.00 per month as support during the period that the divorce matter is pending in the courts of Davidson County, Tennessee. This sum of $200.00 per month shall be due and payable on the first day of each and every month during the pendency of this divorce matter before the courts of Davidson County, Tennessee.

3. Upon the termination of this marriage by divorce, MR. CUTHBERTSON agrees to pay to MRS. CUTHBERTSON as alimony the sum of $100.00 per month for a period of twelve months after the termination of this marriage by divorce with the first payment of $100.00 to be paid on the 1st day of the first calendar month following the termination of this marriage by divorce and the subsequent monthly payments to be made on the 1st day of each and every month thereafter. It is agreed that if MRS. CUTHBERTSON should sell the house and property located at 625 Mercer Drive, Hermitage, Davidson County, Tennessee during this twelve month alimony period, then the obligation of MR. CUTHBERTSON to pay to MRS. CUTHBERTSON any further alimony payments of $100.00 per month shall cease and terminate upon the day that the sale and transfer of said house and property is closed and finalized.

4. MR. and MRS. CUTHBERTSON own a trailer and property located on Twin Cove Road, Lebanon, Wilson County, Tennessee, as tenants by the entirety pursuant to deed of record in Deed Book 321, page 422, in the Register's Office for Wilson County, Tennessee. MRS. CUTHBERTSON agrees that upon termination of this marriage by divorce, said trailer and property will become the trailer and property of MR. CUTHBERTSON, alone, in fee simple absolute; provided, however, that MR. CUTHBERTSON agrees that if he should sell this property at any time during the period beginning with the date of execution of this settlement agreement and ending at the expiration of the twelve month alimony period referred to in paragraph 3 above, then at the time that the sale is closed and finalized he shall pay to MRS. CUTHBERTSON in one lump sum any amount of money then owed but not paid to MRS. CUTHBERTSON pursuant to paragraph 3 above plus the amount of money determined by multiplying the number of months still remaining at that time on that twelve month alimony period referred to in paragraph 3 above times $100.00 per month, and this lump sum payment shall be in lieu of any further payment to be made to MRS. CUTHBERTSON pursuant to paragraph 3 above; provided, further, that if a lump sum payment is made to MRS. CUTHBERTSON pursuant to this paragraph 4 and if MRS. CUTHBERTSON should then afterwards sell the house and property located at 625 Mercer Drive, Hermitage, Davidson County, Tennessee during the twelve month alimony period referred to in paragraph 3 above, then MRS. CUTHBERTSON shall be obligated to reimburse to MR. CUTHBERTSON a portion of the lump sum payment made to her which portion is determined by multiplying the number of months remaining in that said twelve month alimony period as of the day that the sale and transfer of the house and property at 625 Mercer Drive is closed and finalized times $100.00 per month. It is also agreed between the parties that this lump sum payment obligation of MR. CUTHBERTSON shall be secured by a lien upon the property located on Twin Cove Road in Wilson County, Tennessee.

5. The parties have many items of household furniture, furnishings, appliances, fixtures, and other items of personal or household use or ornament presently located at the house of the parties at 625 Mercer Drive, Hermitage, Davidson County, Tennessee. MR. CUTHBERTSON agrees that upon the termination of this marriage by divorce, all of the items of household furniture, furnishings,

appliances, fixtures and other items of personal or household use or ornament presently located at 625 Mercer Drive, Hermitage, Davidson County, Tennessee, shall become the property of MRS. CUTHBERTSON, alone, in fee simple absolute, provided, however, that all items of personal clothing, jewelry, and mementos belonging to MR. CUTHBERTSON shall continue to belong to MR. CUTHBERTSON, alone.

The parties also have items of household furniture, furnishings, appliances, fixtures and other items of personal or household use or ornament presently located in their trailer on Twin Cove Road in Lebanon, Wilson County, Tennessee. MRS. CUTHBERTSON agrees that upon the termination of this marriage by divorce, all of the items of household furniture, furnishings, appliances, fixtures and other items of personal or household use or ornament presently located in their trailer on Twin Cove Road in Lebanon, Wilson County, Tennessee, shall become the property of MR. CUTHBERTSON, alone, in fee simple absolute, provided, however, that all items of personal clothing, jewelry, and mementos belonging to MRS. CUTHBERTSON shall continue to belong to MRS. CUTHBERTSON, alone.

6. MR. CUTHBERTSON agrees that upon the termination of this marriage by divorce, the approximately $1,800.00 balance which was in the joint savings accounts of the parties shall become MRS. CUTHBERTSON'S alone, in fee simple absolute.

7. MR. CUTHBERTSON agrees to pay to MRS. CUTHBERTSON the sum of $200.00 as a reimbursement to her of a portion of the attorney's fee which she has paid to her attorneys in this case.

It is understood and agreed that these presents contain the entire agreement between the parties hereto and that the parties intend that this agreement be incorporated into the final decree of divorce should the courts see fit to decree a divorce between the parties and approve this property settlement, this agreement being explicitly conditioned upon court approval.

Nothing herein is intended nor should it be construed as infringing upon the prerogative of the court having jurisdiction of this cause, the sole and only purpose of this agreement being a mutual desire of the parties to adjust marital rights between themselves.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and date first above written, each retaining a signed copy hereof, the receipt of which is hereby acknowledged.

/s/ Shirley Katherine Gay Neely Cuthbertson
SHIRLEY KATHERINE GAY NEELY CUTHBERTSON
Plaintiff

/s/ Terry Alan Cuthbertson
TERRY ALAN CUTHBERTSON
Defendant

APPROVED FOR ENTRY:

/s/ Stephen M. Trautman
Stephen M. Trautman
Attorney for Plaintiff

Witness:

/s/ Stephen M. Trautman
WITNESS

The Court, having heard the testimony of the plaintiff, is of the opinion that the parties to this marriage have great differences and that these differences are in fact irreconcilable and, accordingly, that the plaintiff is entitled to an absolute divorce from the defendant on the grounds of irreconcilable differences. The Court is further of the opinion that the terms of the agreement entered into by the parties on August 8, 1978, are an equitable settlement of the property rights between the parties and that the terms of this agreement should be approved by the Court and incorporated into the final decree in this cause. The Court further is of the opinion and finds that the plaintiff in the complaint has prayed that her last name be changed to the name which she had prior to this marriage. The Court further finds that the plaintiff has a son by a marriage immediately prior to this marriage and that the name which the plaintiff seeks in this complaint is the same last name as that of her son. The Court is of the opinion that the plaintiff should have the same last name as that of her son and accordingly the Court finds that the plaintiff's name should be changed to the name which she had prior to this marriage, Shirley Katherine Gay Neely.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

1. The plaintiff, Shirley Katherine Gay Neely Cuthbertson, is granted an absolute divorce from the defendant, Terry Alan Cuthbertson, on the statutory grounds of irreconcilable differences and the parties are restored to all the rights and privileges of unmarried persons.

2. The settlement agreement entered into by the parties on August 8, 1978, the terms of which are set out above, is approved by the Court in all respects as an equitable settlement of rights between the parties and all the terms and requirements of said settlement agreement are explicitly made a part of this judgment and decree of the Court.

Accordingly, as outlined in the written agreement between the parties, it is ordered, adjudged and decreed that all of

the right, title and interest of the defendant in and to the house and property located at 625 Mercer Drive, Hermitage, Davidson County, Tennessee, hereinafter more specifically described, is divested out of the defendant, Terry Alan Cuthbertson, and vested into the plaintiff, Shirley Katherine Gay Neely Cuthbertson, in fee simple absolute. This property is specifically described in deed of record in Book 5237, Page 553, in the Register's Office for Davidson County, Tennessee, as follows:

> Being Lot No. 394 on the Plan of Highlands of Tulip Grove, Section 3, as of record in Book 4675, Page 140, Register's Office for Davidson County, Tennessee.
>
> Said Lot 394 fronts 80.00 feet along the easterly margin of Mercer Drive and extends back 166.16 feet on the northerly line and 168.16 feet on the southerly line to a dead line in the rear on which it measures 86.57 feet.
>
> Being part of the same property conveyed to Martin R. Bubis, Trustee, by deed from Robert L. Freeman, Trustee, of record in Book 4648, Page 395, said Register's Office, subsequent thereto, Reynold Bubis was appointed Successor Trustee with full powers by instrument dated February 2, 1977, and of record in Book 5112, Page 378, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Terry A. Cuthbertson and wife, Shirley K. Cuthbertson, by deed from Reynold Bubis, Successor Trustee, of record in Book 5237, Page 553, Register's Office for Davidson County, Tennessee.
>
> NOTE: Terry Alan Cuthbertson and Terry A. Cuthbertson is one and the same person.
>
> NOTE: Shirley Katherine Gay Neely Cuthbertson and Shirley K. Cuthbertson is one and the same person.

From and after the date of this decree, the plaintiff shall pay the monthly mortgage payments owed on this property.

The court notes with approval the provision in the settlement agreement providing for support payments to be made by the defendant to the plaintiff during the period that this divorce matter has been pending in the courts of Davidson County, Tennessee.

Further, as outlined in the written agreement of the parties, it is ordered, adjudged and decreed that the defendant shall pay to the plaintiff as alimony the sum of $100.00 per month for a period of twelve months after the termination of this marriage by divorce with the first payment of $100.00 to be paid on the first day of the first calendar month following the termination of this marriage by divorce and the subsequent

monthly payments to be made on the first day of each and every month thereafter. It is further ordered, adjudged and decreed that if the plaintiff should sell the house and property located at 625 Mercer Drive, Hermitage, Davidson County, Tennessee during this twelve month alimony period, then the obligation of the defendant to pay to the plaintiff any further alimony payments of $100.00 per month shall cease and terminate upon the day that the sale and transfer of said house and property is closed and finalized.

Further, as outlined in the written agreement of the parties, it is ordered, adjudged and decreed that all of the right, title and interest of the plaintiff in and to the trailer and property located on Twin Cove Road, Lebanon, Wilson County, Tennessee, hereinafter more specifically described, is divested out of the plaintiff, Shirley Katherine Gay Neely Cuthbertson, and vested into the defendant, Terry Alan Cuthbertson, in fee simple absolute. This property is specifically described in deed of record in deed book 321, page 422, in the Register's Office for Wilson County, Tennessee, as follows:

> Land situated and lying in the 4th Civil District of Wilson County, Tennessee, and being Lot #39 of the Twin Cove Subdivision, Section 1, a plat of which is of record in Plat Book, 4, Page 51, Register's Office for Wilson County, Tennessee, to which plat reference is hereby made for a more complete description of said lot.
>
> Being the same property conveyed to Terry Alan Cuthbertson and wife, Shirley Katherine Cuthbertson, by deed of record in Deed Book 321, page 422, in the Register's Office for Wilson County, Tennessee.
>
> NOTE: Shirley Katherine Gay Neely Cuthbertson and Shirley Katherine Cuthbertson is one and the same person.

It is further ordered, adjudged and decreed that if the defendant should sell this property at any time during the period beginning with the date of execution of the above settlement agreement and ending at the expiration of the twelve month alimony period referred to in the paragraph immediately above this paragraph, then at the time that the sale is closed and finalized the defendant shall pay to the plaintiff in one lump sum any amount of money then owed but not paid to the plaintiff pursuant to the paragraph immediately above plus

the amount of money determined by multiplying the number of months still remaining at that time on that twelve month alimony period referred to in the paragraph above times $100.00 per month, and this lump sum payment shall be in lieu of any further payment to be made to the plaintiff pursuant to the paragraph immediately above. It is further ordered, adjudged and decreed that if a lump sum payment is made to the plaintiff pursuant to this paragraph and if the plaintiff should then afterwards sell the house and property located at 625 Mercer Drive, Hermitage, Davidson County, Tennessee during the twelve month alimony period referred to in the paragraph immediately above this paragraph, then the plaintiff shall be obligated to reimburse to the defendant a portion of the lump sum payment made to her, which portion is determined by multiplying the number of months remaining in that said twelve month alimony period as of the day that the sale and transfer of the house and property at 625 Mercer Drive is closed and finalized times $100.00 per month. It is further ordered, adjudged and decreed that this lump sum payment obligation of the defendant shall be secured by a lien upon the property located on Twin Cove Road in Wilson County, Tennessee, more particularly which is described above.

Further, as outlined in the written agreement of the parties, it is ordered, adjudged and decreed that all of the right, title and interest of the defendant in and to all of items of household furniture, furnishings, appliances, fixtures, and other items of personal or household use or ornament presently located at 625 Mercer Drive, Hermitage, Davidson County, Tennessee is divested out of the defendant, Terry Alan Cuthbertson, and vested into the plaintiff, Shirley Katherine Gay Neely Cuthbertson, in fee simple absolute, provided, however, that all items of personal clothing, jewelry, and momentos belonging to the defendant shall continue to belong to the defendant, alone. It is further ordered, adjudged and decreed that all of the right, title and interest of the plaintiff in and to all of the items of household furniture, furnishings, appliances, fixtures and other items of personal or household use or ornament presently located in the trailer

lot of the parties on Twin Cove Road in Lebanon, Wilson County, Tennessee, is divested out of the plaintiff, Shirley Katherine Gay Neely Cuthbertson, and vested into the defendant, Terry Alan Cuthbertson, in fee simple absolute, provided, however, that all items of personal clothing, jewelry and momentos belonging to the plaintiff shall continue to belong to the plaintiff, alone.

Further, as outlined in the written agreement of the parties, it is ordered, adjudged and decreed that all of the right, title and interest of the defendant in and to the approximately $1,800.00 balance which was in the joint savings accounts of the parties is divested out of the defendant, Terry Alan Cuthbertson, and vested into the plaintiff, Shirley Katherine Gay Neely Cuthbertson, in fee simple absolute.

Further, as outlined in the written agreement of the parties, the defendant is ordered to pay to the plaintiff the sum of $200.00 as a reimbursement to the plaintiff of a portion of the attorney's fees which she has paid to her attorneys in this case.

3. As set out above, the plaintiff's name is hereby changed from her married name of Shirley Katherine Gay Neely Cuthbertson to the name which she had immediately prior to this marriage, Shirley Katherine Gay Neely, and all interests in items of property owned by the plaintiff or passing to the plaintiff pursuant to this decree of the court shall pass to and be held by the plaintiff in her changed name, Shirley Katherine Gay Neely.

4. All costs of this cause are assessed against the defendant, for which let execution issue if necessary.

Entered on this the 21 day of Aug, 1978.

Robert E. Gillon
JUDGE

APPROVED FOR ENTRY:

Stephen M. Trautman
STEPHEN M. TRAUTMAN
Attorney for the Plaintiff

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IDENTIF. T REFERENCE

OCT 4 1 49 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OCT-4TH MISC 6* 18.00 * 18.00

Minute Book 145 B Page 1106

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* ~~xxxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* SHIRLEY KATHERINE GAY NEELY CUTHBERTSON *Plaintiff, and* TERRY ALAN CUTHBERTSON *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* 4th *day of* October *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*

Form #GR-117