Map 147-8
Parcel 45

1-25-79
146B/1142

SANDRA EILEEN RUCKER] IN THE FIRST CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE
VS.]
NO. 91954
JAMES JOSIAH RUCKER, III] BOOK 5409 PAGE 898

D E C R E E

This cause came on to be heard on this 5th day of December, 1978, before the Honorable Hamilton Gayden, Judge, Division I, Circuit Court of Davidson County, Tennessee, upon the pleadings heretofore filed in this cause. It being announced to the Court prior to the hearing that the parties had reached a property settlement agreement, and upon application of the original plaintiff that she be permitted to amend her petition so as to allege the ground of irreconcilable differences, and said amendment being permitted by the Court, the matter was considered by the Court on an uncontested basis and upon the statutory ground of irreconcilable differences. From the testimony of the plaintiff and a review of the entire record of the cause, the Court is of the opinion that such irreconcilable differences exist between the parties as to make a continuation of the marriage not in the best interest of the parties or society as a whole.

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, Sandra Eileen Rucker, is awarded an absolute divorce from the defendant, James Josiah Rucker, III, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person. The answer and cross-bill of the defendant is dismissed.

It further appearing to the Court that the parties had entered into a property settlement agreement and that the same was orally stated to the Court immediately prior to the hearing of this cause, and further, that both parties did ratify said agreement by signing this decree, it is further ORDERED, ADJUDGED and DECREED in accordance with the agreement as follows:

That the absolute care, custody and control of the two minor children, James Josiah Rucker, IV and Shayne Patrick Rucker, shall be vested in the original plaintiff, Sandra Eileen Rucker, but with the right and privilege of the defendant to see said children at reasonable times and places. As support for said aforementioned children, the defendant will pay to the plaintiff the sum of $300.00 per month. The method and time of said payment will be set out hereinafter in this decree. In addition thereto, the defendant will continue to maintain hospital and medical insurance on said aforementioned children. Also, the defendant shall at all times maintain a life insurance policy on his life in the amount of $10,000.00, and naming the children therein as the sole and exclusive beneficiaries. Said policy shall continue to be in full force and effect until the eighteenth birthday of the youngest child.

As alimony in solido, all of defendant's right, title and interest in and to the homeplace of the parties located at 4828 Hopedale Drive as is now vested in the defendant shall be divested out of the defendant and said home shall hereinafter become the absolute property of the plaintiff, but subject to the mortgage indebtedness existing thereon. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 54 on the Plan of Beverly Heights Subdivision, Section Two, as of record in Book 2331, page 42, Register's Office for said County.
>
> Said Lot No. 54 fronts 90 feet on the easterly margin of Hopedale Drive and runs back between lines 203.5 feet on the northwesterly line and 202.2 feet on the southeasterly line to a dead line on the rear, measuring 53.3 feet thereon.
>
> Being the same property conveyed to James J. Rucker, III, et ux, by deed from Richard C. Bartley and wife, Darlene C. Bartley, of record in Book 5012, page 50, Register's Office, Davidson County, Tennessee.

Said property shall hereinafter be owned by the plaintiff in fee simple title.

With the exceptions of the items hereinafter set out, all of the household furnishings located at said aforementioned property shall also become the absolute property of the plaintiff;

however, the following will become the property of the defendant, free and clear from any claim thereon by the plaintiff: One pair of binoculars, one antique bed, one washstand, one antique wardrobe, one antique rocker, one antique dresser, one valet, one antique stirrup, antique vase and glasses, one antique trunk, one silver bowl, one brass floor lamp, one gun rack and rifle, one marine knife, one rolltop desk, insulated candle holders, lunch boxes, dog on porch, antique ink wells, brass fire extinquisher, one band saw, one shower massage, one old golf bag, one thermos bottle. In addition thereto, the defendant will retain his miscellaneous brick laying tools, auto parts and other tools, but with the exception of the lawn mower, the garden and yard tools, and the basic household tools which will become the property of the plaintiff.

As alimony in futuro, the defendant will pay to the plaintiff the sum of $25.00 per month, payable simultaneously with the child support and in the method hereinafter set forth. It further appearing to the Court that the defendant is in arrears on previously ordered support payments, it is ORDERED, ADJUDGED and DECREED that the plaintiff have and recover of the defendant the sum of $1,070.00, representing the total amount of said arrearage. $100.00 of said arrearage will be paid to plaintiff by the defendant on or before December 20, 1978. The balance of the arrearage in the amount of $970.00 will be paid in full within two calendar years from the entry of this decree, but with the understanding that the defendant may make monthly payments thereon, and with the further provision that no monthly payment shall be less than $10.00 per month.

In respect to alimony and child support for the month of December, 1978, it is ORDERED that the defendant shall pay to the plaintiff the sum of $325.00, plus the arrearage payment hereinabove set forth. All payments shall be made by defendant to plaintiff on or before the 20th of December, 1978. Thereafter, the defendant shall pay the alimony and support payments in the

total amount of $325.00, plus a minimum arrearage payment of $10.00 on or before the 5th day of each succeeding month, commencing with the month of January, 1979, and until further orders of the Court.

For income tax purposes, each party will be permitted to claim one child as a dependent. Shayne Patrick Rucker will be claimed by the plaintiff, and James J. Rucker, IV will be claimed by the defendant.

Each party is specifically enjoined from removing the minor children from the state of Tennessee, other than for normal visitation or vacation periods without permission of the Court.

The defendant shall pay the costs of this cause, for which execution may issue, if necessary.

Entered this 25th day of December, 1978.

JUDGE

APPROVED FOR ENTRY:

Sandra Eileen Rucker, Plaintiff

James Josiah Rucker, III, Defendant

Jack Norman, Jr., Attorney for Plaintiff

Dick Clark, Attorney for Defendant

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BOOK 5409 PAGE- 902

IDENTIF. REFERENCE

MAR 26 1 44 PM '79

FILED IN OFFICE OF REGISTER
DAVIDSON COUNTY, TENN.

DOCKET NO. 91954 MINUTE BOOK 146B / PAGE 1142

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* SANDRA EILEEN RUCKER *Plaintiff, and* JAMES JOSIAH RUCKER, III *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* March *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By J. Knight, *D. C.*

Form #GR-117