BOOK 5501 PAGE 841

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DOROTHY ALICE SIRCY)
)
)
)
VS.)
)
)
)
JIMMY DAVID SIRCY)

NO. 95

SEP 20 11 50 AM '79
FELIX Z. ALLISON II REGISTER
DAVIDSON COUNTY, TENN.
IDENTIF. REFERENCE
53144

FINAL DECREE

This cause came on to be heard this 26th day of January, 1979, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, upon the original bill of complaint, pro confesso duly taken, testimony of complainant, property settlement agreement entered into between the parties, statement of counsel, all in open court and upon the entire record herein, from all of which the Court is of the opinion and finds that the parties have irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the complainant, Dorothy Alice Sircy, be and she hereby granted an absolute divorce from the defendant, Jimmy David Sircy, on the ground of irreconcilable differences.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement heretofore entered into between the parties is hereby approved and made the judgment of the Court. Said property settlement agreement is in words and figures as follows:

CHECK
09/20 18.00-
2967

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DOROTHY ALICE SIRCY)
)
)
)
VS.) NO. 93495
)
)
)
JIMMY DAVID SIRCY)

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Dorothy Alice Sircy, and Jimmy David Sircy, have separated and the said Dorothy Alice Sircy, has filed a petition for absolute divorce against the said Jimmy David Sircy in the FOURTH Circuit Court for Davidson County, Tennessee, and there appears to be no possibility of reconciliation between the parties, and,

WHEREAS, the parties have reached a property settlement agreement concerning their property rights;

NOW THEREFORE, for and in consideration of the premises and for and in consideration of the acts to be accomplished hereinafter by the parties, the said parties have hereunto entered into this agreement, conditioned upon the FOURTH Circuit Court of Davidson County, Tennessee, granting an absolute divorce to the said Dorothy Alice Sircy, and agree that the provisions herein may be incorporated into a Final Decree of Divorce subject to the approval of the Judge of the FOURTH Circuit Court of Davidson County, Tennessee;

1. It is agreed between the wife and the husband that the husband shall convey all right, title and interest he has in the real property located at 906 Marilyn Road, Nashville, Tennessee, Davidson County, to the wife, and that title to said property shall vest solely in her name and be divested out of the name of the husband. The wife shall assume all liability thereon for the payment of the balance owed on said

property and shall hold the husband harmless from any further liability thereon.

2. It is agreed that all the utilities and the bills for the maintenance of the homeplace shall be the sole responsibility of the wife and the husband shall be held harmless from any liability thereon when he removes himself from the premises.

3. That the wife shall pay her solicitor of record in full and the husband shall not be responsible for any fee for the wife.

4. It is agreed that the husband shall convey all right, title and interest he has, in and to the 1976 Chevrolet Impala automobile to the wife, and that title to the said automobile shall vest solely in her name and be divested out of the name of the husband, and that the wife shall assume all liability thereon and hold the husband harmless from any further liability on the said 1976 Chevrolet Impala automobile.

5. It is agreed that the wife shall receive all the household furniture and furnishings with the exception of the stereo equipment, black and white portable television, antique lamp, sewing machine, tools, guns, and a 1972 Chevrolet truck, which shall be awarded to the husband. It is agreed that title to specified personal property in the homeplace shall vest solely in the name of the wife and shall be divested out of the name of the husband, and that the property designated for the husband shall vest solely in his name and be divested out of the name of the wife, and that each of them shall be solely responsibility for any liability on his/her property.

6. That the husband shall pay the sum of Thirty ($30.00) per week for each of the minor children of the parties, for a total of $60.00 per week for the care and support of the two (2) minor children. The husband shall deposit said $60.00 each Friday in the wife's designated checking account.

7. It is agreed between the wife and the husband that he shall be awarded reasonable visitation privileges at reasonable times and places, and that said visitaiton privileges are more fully described as follows:

(a) At the time the husband vacates the homeplace, he shall begin his visitation with the minor children by picking up said minor children at 8:00 a.m. on the first Saturday and returning said children by 8:00 p.m. on the same day. This will hold true for the following visitations between the husband and the minor children of the parties. It is further agreed that following the first weekend of the visitation, the parties shall thereafter alternate between Saturday and Sunday, with the same times and places hereinbefore set out to be used as guidelines. It is further agreed that either party shall give reasonable notice by telephoning the other if they are unable to partake of any visitation privilege.

(b) That the husband or wife may have the children for a full week during the summer months for vacation if either so desires.

(c) As far as the holidays are concerned, the visitation for them shall be set as follows:

(1) Thanksgiving - the husband shall have the visitation for this day and in the event either party changes jobs and this is the only day either party has off, it shall be divided equally between the husband and the wife for visitation with said minor children.

(2) Christmas - the husband shall have the right of visitation with the minor children of the parties on Christmas Eve at such times and places as the parties may agree upon. That the wife shall have the right of visitation on Christmas Day.

(3) That the parties shall alternate for the Easter Holiday with the husband having the first Easter Holiday.

(4) That the wife shall have the Memorial Day Holiday.

(5) That the husband shall have the right of visitation with the minor children of the parties on July 4th.

(6) That the husband and the wife shall divide the Labor Day weekend equally for the right of visitation.

It is further agreed between the husband and the wife that the schedule for holidays, regarding times and places of visitation, shall be subject to change by the mutual consent of the husband and the wife.

It is further understood and agreed by and between the parties that this property settlement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated, and that the wife has been represented by counsel throughout these proceedings with the husband being duly advised that he is entitled to be represented by counsel and his declining the same and desiring to waive his right to be represented by counsel and to proceed in his own behalf. The provisions of this agreement and their legal effect has been fully explained to each party and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have entered into this agreement on the date listed below.

8-31-78
Date

Dorothy Alice Sircy
Dorothy Alice Sircy

9/6/78
Date

Jimmy David Sircy
Jimmy David Sircy

Donald Arkovitz
Donald Arkovitz, Attorney for Complainant

That the court costs of this cause have not been paid and shall be divided equally between the parties, for all of which execution may issue if necessary.

JUDGE

1-30-79

APPROVED FOR ENTRY:

Donald Arkovitz

Donald Arkovitz, Attorney for Complainant

I certify that a copy of the foregoing Final Decree has been mailed to the defendant, Jimmy David Sircy, c/o Northside Parts & Service Inc., 1015 - 5th Avenue North, Nashville, Tennessee, this 26th day of January, 1979.

Donald Arkovitz

Docket NO. 93495 Minute Book 111A Page 4:8

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* ~~xxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Dorothy Alice Sircy *Plaintiff, and* Jimmy David Sircy *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* September *in the year one thousand nine hundred and* Seventy-Nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [illegible] *D.C.*