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1130/1746

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 83-1
Par 341 Ld

FRANK MORRIS DONNELL]

-vs-] NO. 96439

MARY LOUISE TRAMMEL DONNELL]

FINAL DECREE

This cause came on to be heard on the 14th day of September, 1979 before the Honorable Benson Trimble, Judge, upon the original petition for absolute divorce filed by the complainant, personal service of process upon the defendant, default judgment being duly granted, submission to the Court of a property settlement agreement heretofore entered into by and between the parties and tendered to the Court for approval, testimony of the complainant, statement of counsel and from the entire record in this cause. From all of which it appears to the Court that irreconcilable differences exist between the parties pursuant to T.C.A. §36-801, et seq., as amended 1977. It is therefore

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

It is further ORDERED, ADJUDGED AND DECREED that the property settlement agreement heretofore entered into by and between the parties and tendered to the Court for approval is hereby approved in all respects and made a part of this Final Decree, by inclusion, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Circuit Court of Davidson County, Tennessee a complaint for absolute divorce filed by FRANK MORRIS DONNELL, hereinafter referred to as Husband, against MARY LOUISE TRAMMEL DONNELL, hereinafter referred to as Wife, 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 to each other.

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

1. That Husband will proceed to trial to obtain absolute divorce on the grounds of irreconcilable differences.

2. That all right, title and interests which the Wife has in and to the house and lot of the parties located at 1200 North 14th Street, Nashville, Davidson County, Tennessee shall be divested out of her and the sole and exclusive ownership of said property shall be vested in Husband, it being Husband's responsibility to pay the balance of mortgage indebtedness thereon and hold Wife harmless.

3. The 1974 Ford truck shall be awarded to the Husband and he shall be responsible for paying any balance of indebtedness thereon and the 1976 Chevrolet Malibou shall be awarded to Wife and she shall pay the balance of any mortgage indebtedness thereon.

4. Ownership of the business known as Super D Drug at 2614 Gallatin Road, Nashville, Tennessee shall be vested exclusively in the Husband, it being his responsibility to pay any and all indebtedness thereon, and to hold Wife harmless from any responsibility thereon.

5. Wife shall receive the following items of furniture and household goods:

Blue couch and chair, three (3) end tables and coffee table, five (5) amber lamps, seven (7) red lamps, the old TV, three (3) elephants, electric stove, three (3) stands, wicker basket, two (2) big plastic flowers, sewing machine, wooden lamps, stereo, two (2) china cabinets, two (2) cedar chests, three (3) iron shelves, teacart, dish washer, silver trunk, bug chest of drawers, breakfast room suite, small white chest, two (2) chests of drawers, bedroom suite, couch love seat, brown chair, morrors, table, dishes, bed clothes, metal table, dog irons and three (3) end tables. Any other items of personal property not herein before awarded to Wife shall become the exclusive property of the Husband.

6. Husband, in lieu of Wife's interest in the aforementioned properties, agrees to pay Wife as follows:

(a) $5,000.00 cash upon the granting of the final divorce;

(b) $400.00 per month for 36 consecutive months; and

(c) $5,000.00 cash on January 1, 1982.

7. The absolute care, custody and control of the minor daughter of the parties, to wit, Teresa Gail Donnell, shall be awarded to the Wife with reasonable visitations reserved to the Husband. Husband agrees to pay directly to the Wife the sum of one hundred dollars ($100.00) per month for the support and maintenancy of the minor child, said payments to automatically terminate upon the minor child obtaining her majority.

8. Each party will receive their own individual clothing, jewelry and ornaments of the person.

9. Wife will waive any right to any sum or sums of money now on deposit in the business checking account, known as Super D Drug.

10. Husband agrees to pay Robert L. Jackson an attorney fee of three hundred fifty ($350.00) dollars and also to pay the Court costs.

Both parties agree to sign any and all deeds, documents, titles or instruments necessary to carry out the full purpose and intent of this agreement. They further acknowledge that they have read this agreement in its entirety prior to the signing hereof and that they have signed same voluntarily without coercion or duress on any behalf.

WITNESS OUR HANDS, this 28 day of June, 1979 as to Wife and the 28 day of June, 1979 as to Husband.

Frank M Donnell
Wife

Mary L. Donnell
Husband

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named FRANK MORRIS DONNELL, who made oath that he executed the foregoing instrument for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 28 day of June, 1979.

John Yates
NOTARY PUBLIC

My C.E. 1-15-83

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARY LOUISE TRAMMEL DONNELL, who made oath that she executed the foregoing instrument for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 28 day of June, 1979.

NOTARY PUBLIC

My C.E. 1-15-83

It is further ORDERED, ADJUDGED AND DECREED that all right, title and interest which the defendant, Mary Louise Trammel Donnell, has in and to the real property of the parties, more specifically described as follows:

> Land in Davidson County, Tennessee, being the southerly part of Lots Nos. 36 and 37 in Sharpe and Horn's Subdivision of Elwood Place, as of record in Book 332, page 18, Register's Office for said County, described according to a survey made April 26, 1960 by T. R. Sanford, Surveyor, as follows:
>
> BEGINNING at a point, the northeast corner of 14th Street with the intersection of the north line of an alley, the first south of Greenwood Avenue, being the southwest corner of Lot No. 37, said alley having been re-established by Bill No. 729 in the City Council of the City of Nashville; thence along said alley as now established in an easterly direction, 55 ft. to a point; thence continuing with the new north line of said alley, in an easterly direction 76 ft. to a point where it joins the old location of said alley; thence easterly along said alley 17-1/2 ft. to a point which is 10 ft. west of the corner of Lots Nos. 36 and 35 on said plan; thence northwardly 30 ft. to a pointa point in a fence; thence westwardly along a fence 135 ft. to a point in the easterly margin of 14th Street; thence with the easterly margin of said Street, southwardly 40 ft., more or less to the beginning.
>
> Being the same property conveyed to Frank M. Donnell and wife, Mary L. Donnell, by deed from Naomi Young Smith and husband, LeRoy Smith, of record in Book 3068, page 585, Register's Office for said County.

is hereby divested out of her and the sole and exclusive ownership of said real property is vested in the complainant, Frank Morris Donnell, in fee simple, absolute ownership.

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

JUDGE

APPROVED:

Robert L Jacks

Attorney for Complainant

9-18-79

F.61360

IDENTIF. REFERENCE

NOV 2 3 25 PM '79

FILED & RECORDED
DAVIDSON COUNTY, TENN.

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel.

This the 14 day of Sept 1979.

Robert L Jacks

9-18-79 113C/1716

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* Frank Morris Donnell *Plaintiff, and* Mary Louise Trammel Donnell *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* 30th *day of* Oct *in the year one thousand nine hundred and* 79 *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Dale D. C.