IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

43-6-301 KS

ROBERT LEE SANDERS,	)	BOOK 5788 PAGE 394
Plaintiff	)	
VS.	)	NO: 90612
ANNA SUE (WALTON) SANDERS,	)	
Defendant	)	

FINAL DECREE

This cause came on to be further and finally heard on this the 10th day of April, 1978, in the Sixth Circuit Court for Davidson County, Tennessee, before the Honorable James M. Swiggart, Judge of the said Court, and upon the original complaint of the Plaintiff, the Default Judgment, Judgment Pro Confesso, heretofore made and entered against the Defendant, and upon the testimony of the Plaintiff and his corroborating witnesses examined in open Court, the exhibits, and upon the entire record, from all of which the Court is of the opinion and so finds that the allegations contained in the original complaint, that the Defendant has been guilty of such misconduct as setforth in T.C.A. 36-802 (1), cruel and inhuman treatment, including her misconduct and relationship with another person and accordingly, the Plaintiff is entitled to an absolute divorce on the aforesaid statutory grounds, the evidence fully sustaining the same.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court, that the Plaintiff, ROBERT LEE SANDERS, is hereby granted an absolute divorce from the Defendant, ANNA SUE (WALTON) SANDERS, and restored to all the rights and privileges of an unmarried person.

Further, Plaintiff introduced a Child Custody, Child Support, Separate Maintenance and Property Settlement Agreement to the Court for its approval, that was executed by the parties on January 26, 1978, and Plaintiff's counsel announced to the Court that the Defendant was personally present in the court-room , together with Counsel, and that there had been a few changes and modifications in the agreement, agreed to my the parties, which changes were

announced to the Court, and the Agreement, as modified, changed, was approved by the Court and adopted by the Court as an Order of the Court, said Agreement, as modified, being incorporated into this Decree, with the original agreement, along with a fully typewritten copy of said original agreement, being filed with the Court. Said Agreement approved and adopted by the Court, as an Order of the Court, provides as follows:

" CHILD CUSTODY, CHILD SUPPORT, SEPARATE MAINTENANCE AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into on this the 26th day of January, 1978, by and between ANNA SUE WALTON SANDERS, hereinafter referred to as "WIFE", and ROBERT LEE SANDERS, hereinafter referred to as "HUSBAND", said parties residing 206 Becklea Drive, Nashville, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto have been married since March 13, 1972 and one child was born to this union; namely, Johanthan Lee Sanders, and (two) of the children, namely, Robert Eddie Sanders and Lisa Ann Sanders, having been born to the wife in a previous marriage and adopted by the Husband.

WHEREAS, certain differences and difficulties have arisen between the parties and they intend to live separate and apart from each other, and have no expectations of resuming their marital relationship; and

WHEREAS, the Husband plans to file a Petition for an Absolute Divorce.

WHEREAS, the parties now desire to enter into a formal agreement, contract, respecting all of their rights and obligations arising out of their marital relationship, including their rights as to their real and personal property, debts and other obligations, child support, child custody and alimony.

NOW, THEREFORE, for and in consideration of the sum of One ($1.00) Dollar, cash in hand paid, and other good and valuable considerations, mutual promises and covenants, each with the other made, and including the covenants and agreements as provided hereinafter, these considerations, the sufficiency and the receipt of which is hereby acknowledged by the parties, and accordingly, it being mutually understood and agreed between the "HUSBAND" and the "WIFE", as follows:

(1) That they should have the right to live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way, directly or indirectly.

(2) It is agreed between the parties that the "WIFE" shall have the care, custody and control of all the parties' minor children. The "HUSBAND" further agrees to pay to or on behalf of the "WIFE", as child support, the aggregate sum of Two Hundred ($200.00) Dollars per month for all three children, not each, commencing on the date a divorce is granted.

The "HUSBAND" agrees that he will pay fifty (50%) percent of the medical expenses that are not covered by any medical insurance plan, incurred in connection with the medical care or the three minor children of the parties, however, such payment on the part of the "HUSBAND" shall be limited to such medical expenses up to a maximum of $50.00 per month for all three children, and not each, and accordingly, it is agreed that the "HUSBAND"'s maximum liability for such medical expense, shall not exceed the sum of $25.00 per month. The "WIFE" agrees to pay the remainder. It is agreed that the medical expenses for which the "HUSBAND" would be liable, shall be medical expenses that are reasonable and necessary.

Said child support payments shall be paid until said child(ren) reaches the age of 18, or until said child(ren) marries and/or becomes self-supporting, or becomes a member of any of the United States Armed Services, and in the event of the occurrence of either or such events the aforesaid child support payments shall be reduced 33-1/3 percent for each child.

It is agreed that the "HUSBAND" shall have the right to claim two (2) of the three children, namely Eddie and Jonathan Sanders, as dependents for Federal Income Tax purposes and it is agreed that the "WIFE" may claim the other child, Lisa Sanders, for such tax purposes.

It is further agreed that the "HUSBAND" shall have the right of reasonable visitation privileges with the said children at reasonable times and places, and in addition, the "HUSBAND" shall have the right to have the children all day on each of his days off, which presently are Wednesdays and Sundays. In the event any day off falls on a Sunday, then the "HUSBAND" shall have the right to only have the children every other Sunday, and the "HUSBAND" shall have the right to have the children to visit with him at least two weeks out of the summer, during his vacation.

(3) It is further agreed and the "HUSBAND" does hereby convey to the "WIFE", all of his rights, title, claim and interest in and to the personal property, i.e. household goods, appliances, fixtures, the personal property that is scheduled and described on Appendix No.1. All of the rest of the personal property, owned by the parties, either jointly or separately, including the personal property presently situated at the parties' home, the "WIFE' does hereby convey to the "HUSBAND" all her rights, title, claim and interest in and to all other property. It is understood that the only personal property the "WIFE" is to receive is that described on Appendix No. 1.

(4) It is further agreed that the 1976 Honda Civic CVCC, bearing Manufacturer's Identification Number WB-A2-010-181, shall be the exclusive property of the "HUSBAND" and any rights, title, claim and interest that the "WIFE" has in and to said property, the "WIFE" does hereby convey all of her rights, title, claim and interest to said property to the "HUSBAND"..

(5) It is further agreed that the "HUSBAND" shall continue carrying hospitalization-medical type insurance coverage for the parties' minor child(ren) in an amount or type of coverage, substantially that has been carried by the "HUSBAND" heretofore for this purpose, and in the event no such insurance coverage has been carried by the "HUSBAND" heretofore, then, in that event,

the "HUSBAND", agrees to provide a reasonable amount of insurance coverage benefits, if such coverage is reasonably available at reasonable premium costs.

(6) (a) Further, the "WIFE" agrees and does hereby convey, transfer and assign all of her rights, title, claim and interest.....to the "HUSBAND", that she has in and to the following described real property, the parties' house and lot situated at 206 Becklea Drive, Madison, Tennessee, and being more particularly described as follows:

Being that property described in their Deed of record in Deed Book 4678, page 481, Register's Office for Davidson County, Tennessee. A copy of said Deed is attached hereto as Appendix No. 2.

(b) The "WIFE" agrees and does hereby convey, transfer and assign all of her rights, title, claim and interest to the "HUSBAND", that she has in and to the two cemetery plots situated at Forest Lawn Cemetery on Dickerson Road, Nashville, Tennessee.

The "HUSBAND" agrees to assume the remaining unpaid balance on:

A. The first mortgage owed on said real property, payable to Lovell and Malone, Inc.

(7) The "HUSBAND" agrees to pay to the "WIFE"'s attorney a fee in the amount of $NONE.

(8) The "HUSBAND" agrees that he will notify the "WIFE" in the event he is unable to continue to carry such insurance as aforesaid.

(9) This agreement is not intended nor shall it be construed to be an agreement for divorce and if each party shall proceed in their separate actions for divorce, to conclusion, the other party shall have the right to appear in Court and contest such action. And further, the parties agree that neither party shall have the right to apply to any Court for modification of this agreement, the parties hereby waive such right. Further, it is agreed that this agreement may be submitted for approval by the Court and be made a part of the Final Decree. The "WIFE" has been advised by her "HUSBAND"'s attorney regarding her right to seek the services of her own attorney and that he is not the attoreny for the "WIFE".

(10) This agreement shall be binding upon the parties, their heirs, legal representatives, and assigns.

(11) The "HUSBAND" and "WIFE" hereby agree to promptly execute any and all documents, and instruments, of every kind or character, which may be necessary or proper to carry out the terms of this agreement and to do so, without any unreasonable delay.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, this the 26th day of January, 1978, each having received a photo copy of same.

/s/ Anna Sue Walton Sanders
"WIFE"

/s/ Robert Lee Sanders
"HUSBAND

STATE OF TENNESSEE
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named Anna Sue Walton Sanders and Robert Lee Sanders, the bargainors, with whom I am personally acquainted, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, Tennessee, this the 26th day of January, 1978.

/S/ J. DENNIS SANDERS
Notary Public

My Commission Expires: 8/20/79 "

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the aforesaid Agreement is hereby approved by the Court and the same is hereby adopted by the Court as the ORDER of the Court, and the parties are ORDERED and DIRECTED to comply with said agreement.

It is further, ORDERED, ADJUDGED and DECREED by the Court, that pursuant to the agreement of the parties, that all rights, claim and interest that the Defendant, ANNA SUE WALTON SANDERS, has in and to the following described improved real property, is hereby divested out of the said Defendant, ANNA SUE WALTON SANDERS, and vested solely inROBERT LEE SANDERS, the Plaintiff herein, in fee simple, and the said Plaintiff is to assume and pay the remaining unpaid balance on the mortgage loan pertaining to said property. Said property being more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 206 on the Plan of Madison Park, Section 8, as of record in Book 4300, page 117, Register's Office for said County.

Said lot fronts 62.5 feet on the northerly margin of Becklea Drive and runs back 129.5 feet on the easterly line and 146.3 feet on the westerly line to a dead line in the rear on which it measures 64.7 feet.

Being the same property conveyed to Robert L. Sanders and wife, Anna W. Sanders, by deed from John Riadon Homes, Inc., a Tennessee Corporation, of record in Book 4678, page 481, Register's Office for Davidson County, Tennessee. Anna W. Sanders and Anna Sue Walton Sanders, being one and the same person.

It is further ORDERED, ADJUDGED and DECREED by the Court, that the costs of this cause is assessed against the Defendant, for which execution may issue, if necessary.

HEARD this the _____ day of _____, 1978.

ENTERED this the 26 day of April, 1978.

HON. JAMES M. SWIGGART, JUDGE

APPROVED FOR ENTRY:

J. DENNIS SANDERS,
Attorney for Plaintiff

JOHN KITCH,
Attorney for Defendant

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DAVIDSON COUNTY, TENN.
REGISTER
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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* ~~correct~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Robert Lee Sanders *Plaintiff, and* Anna Sue (Walton) Sanders *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* 27th *day of* August *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117