83-11-40
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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BILLY JOE CARLILE)
)
)
vs.) NO: 81D-1566
)
)
MARTHA GALE GALLAGHER CARLILE)

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FINAL DECREE

This cause came on to be heard on this the 31st day of July, 1981, before the Honorable Harry S. Lester, Judge of the Second Circuit Court of Davidson County, Tennessee, upon the original Complaint for Divorce, service having been had on the defendant, default judgment duly taken, and it appearing that the Complaint has been on file for more than sixty (60) days preceding the hearing and that a signed Property Settlement Agreement has been filed with the Court, and from the testimony of plaintiff in open court, and from the entire record from all of which the Court is of the opinion there are irreconcilable differences between the parties as alleged in the original bill for divorce, and the divorce should be granted.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting between the parties, be and they hereby are forever and perpetually dissolved and the plaintiff, Billy Joe Carlile, be and he hereby is awarded an absolute divorce from the defendant, Martha Gale Gallagher Carlile, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement signed by the parties and incorporated in this decree is in words and figures as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BILLY JOE CARLILE)
)
)
vs.) No: 81D-566
)
)
MARTHA GALE GALLAGHER CARLILE)

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PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into on this the 27th day of April, 1981, by and between BILLY JOE CARLILE, hereinafter referred to as "Husband," and MARTHA GALE GALLAGHER CARLILE, hereinafter referred to as "Wife,"

W I T N E S S E T H :

WHEREAS, the parties were married May 31, 1979, in Nashville, Davidson County, Tennessee; and,

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

WHEREAS, the parties have reached an understanding relative to their real and personal property and wish that this understanding be reduced to writing so that there might not be any confusion.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by the Husband and Wife as follows:

1. All right, title and interest in and to the home of the parties located at 603 Shady Lane, Nashville, Tennessee, shall be divested out of the Husband and vested absolutely in the Wife upon the Wife's payment to the Husband of the sum of Five Thousand ($5,000.00) Dollars representing his equity in the home. This Five Thousand ($5,000.00) Dollar payment represents an amount equal to One Hundred ($100.00) Dollars per month rent for the upstairs apartment for a period of fifty months. The Husband shall have the option to re-purchase the home located at 603 Shady Lane, Nashville, Tennessee, for the sum of Twenty Thousand ($20,000.00) Dollars upon the occurrence of any of the following events: (1) the

remarriage of the Wife; (2) the death of the Wife or (3) the death of the Wife's mother and father. The Wife will be solely responsible for the mortgage and will hold Husband harmless on any indebtedness thereon.

In the event that the Husband exercises the option to re-purchase within fifty months from the date of the final divorce decree, the Husband agrees to pay, in addition to the Twenty Thousand ($20,000.00) Dollars, a lump sum amount equal to One Hundred ($100.00) Dollars per month for those months remaining in the fifty month period. Husband must close the sale within six (6) months after he exercises his option to repurchase.

2. All right, title and interest in and to the Lot 325 in Brandywine Farms, Willow Baugh Lane, Old Hickory, Tennessee, shall be divested out of the Wife and vested absolutely in the Husband.

3. All right, title and interest in and to the lot in Rutherford County, Tennessee, west of Patterson Church Street, shall be divested out of the Wife and vested absolutely in the Husband.

4. All right, title and interest in and to the 1980 Subaru automobile shall be divested out of the Husband and vested absolutely in the Wife.

5. All right, title and interest in and to the 1971 Dodge truck shall be divested out of the Wife and vested absolutely in the Husband.

6. The Wife agrees to pay the balance of Loan No. 9 990-788126 at Third National Bank and agrees to hold the Husband harmless from any indebtedness thereon.

7. All right, title and interest in and to any stock in the name of the Husband shall be his absolutely.

8. The Wife shall have as her sole and absolute property the following items of personal property:

Rust rocking chair
Early american rocking chair
White lamp
Two brown lamps
Yellow shelves
White shelves
Trunk
Picture (children), over couch & sconce
Antique brass container/fireplace
magazine rack
accessories that are hers(living room)
cut glass vase on piano
Oak ice box
TV trays
All silver and china
Flower Stand
Pictures, accessories that are hers (dining room)

Antique rocking chair
Antique sewing basket
Picture over bed
Washing machine
Dryer
Stove
Refrigerator
Food
Dishes, pots & pans that are hers
Spool table
Picture of Joe
Everything in girls' room but rug
Sheets and towels that are hers
Brown curtains and shower curtains
Brown dirty clothes hamper
Clock on wall in entrance hall
Candlestick table
Umbrella stand
Freezer
Cabinent
Dishes (Bi-Centennial--Jill and Joy's)
Artificial Christmas tree
Curtain rods
Train and track
White wrought iron table and chairs
bikes
Garbage cans
Gold milk can
Rocking chair--front porch
Flower stand
Black wrought iron that goes over front porch
All furniture to remain in upstairs apartment

9. The Husband shall have as his sole and absolute property the following items of personal property:

Piano
Lamp on piano
Picture over piano
Mantel (to be replaced by original)
Couch
Chair
Ottoman
Two end tables
Table and six chairs (dining room)
China cabinent
Dishes that are his
Bed
Dresser
Night Stand
Chest of Drawers
Red Lamp
AM/FM digital clock radio
Bed (den)
Chest of Drawers
TV
Sewing Machine
Mantel
AM/FM Stereo Cassette Player
Staircase
Table and chairs (kitchen)
Hanging Lamp
Dishes, pots and pans that are his
Mirror (hall)
Rug from girls' room
White dirty clothes hamper
Sheets and towels that are his

Tools, wood, tires
Brown dishes
Mail box (white)
Lawnmower
Breeko blocks
Tub
Sink
1927 Dodge Frame & Body
All pieces of wood
Old Door
Glider
Refrigerator in upstairs apartment (when replaced)
Bathroom sink in upstairs apartment (when replaced)

10. The parties agree that the Husband will continue to live in the home of the parties until the divorce is final.

11. The Husband shall have one (1) year to remove all of his personal belongings from the home of the parties.

12. The Wife's surname of SUTTON shall be restored to her.

This Agreement contains the entire agreement between the parties and shall be binding upon the parties, their heirs, legal representatives and assigns, if approved by the Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first above written.

BILLY JOE CARLILE

MARTHA GALE GALLAGHER CARLILE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named BILLY JOE CARLILE, with whom I am personally acquainted and who acknowledged that he signed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 28th day of April, 1981.

NOTARY PUBLIC

My commission expires: 10/15/83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named MARTHA GALE GALLAGHER CARLILE, with whom I am personally acquainted and who acknowledged that she signed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 27th day of April, 1981.

NOTARY PUBLIC

My commission expires: 18 Aug 1981

The Property Settlement Agreement is approved by the Court in all respects and is made a part of the Order of this Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that pursuant to the Property Settlement Agreement that the property of the parties, more particularly described as follows;

> Land in Davidson County, Tennessee, being Lot No. 84 on the Plan of Rolling Acres, as of record in Book 1130, page 34, Register's Office for said County.
>
> Said Lot No. 84 fronts 125 feet on the easterly line of Shady Lane and runs back 139.6 ft. on the northerly line and 109.2 ft. on the southerly line to a dead line, measuring 45 ft. thereon.
>
> Being the same property conveyed to Billy Joe Carlile and wife, Martha Gale Carlile, by deed from O. V. Myers, Trustee, of record in Book 5469, page 505, Register's Office for Davidson County, Tennessee.

is hereby divested out of the plaintiff and vested in the defendant, Martha Gale Carlile, in fee simple, subject only to the existing mortgage and the option in the Property Settlement Agreement.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the former married name of the defendant, Martha Gale Gallagher Carlile, is restored to her and her name shall be Martha Gale Sutton.

The plaintiff will pay the costs in this cause for which execution may issue if necessary.

JUDGE

APPROVED FOR ENTRY:

THOMAS C. BINKLEY, Attorney
for the Defendant

WILLIAM J. FAIMON, Attorney
for the Plaintiff

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IDENTIF. REFERENCE

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FELIX E. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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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 transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Billy Joe Carlile *Plaintiff, and* Martha Dale Gallagher Carlile *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* Sept *in the year one thousand nine hundred and* 81 *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature] *, D. C.*

Form #GR-117