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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SANDRA LOUISE ROLLINS,

Plaintiff

VS.

ALFRED B. ROLLINS,

Defendant

NO. 81 D 2779

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FINAL DECREE

This cause came on to be heard on this the 17TH day of November, 1981, before the Honorable Hamilton V. Gayden, Judge of the First Circuit Court for Davidson County, Tennessee, upon the Complaint for absolute divorce and notarized Property Settlement - Custody Agreement heretofore filed, service of process being waived, testimony of plaintiff in open Court, statement of counsel and the entire record, from all of which it satisfactorily appeared to the Court that there are irreconcilable differences between the parties and that the plaintiff is entitled to an absolute divorce. Further, the Property Settlement - Custody Agreement heretofore entered into between the parties is approved by the Court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff be and she is hereby 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 by the Court that the written agreement heretofore entered into by and between the parties be and the same is hereby approved and made a part of this Decree, said agreement being as follows:

PROPERTY SETTLEMENT - CUSTODY AGREEMENT

This agreement made and entered into this 17th day of July, 1981, by and between SANDRA LOUISE ROLLINS, hereinafter called "WIFE" and ALFRED B. ROLLINS, hereinafter called "HUSBAND".

W I T N E S S E T H:

WHEREAS, unhappy differences have arisen between the parties, and wife has filed a suit for divorce on the 27th day of July, 1981, in the First Circuit Court for Davidson County, Tennessee, same being Rule No. 81 D 2179, and

WHEREAS, the parties are desirous of settling all controversies and enter into a property agreement for the equitable settlement and division of all property rights between the parties and custody of the minor children and their support because the differences that exist between the parties are irreconcilable.

NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

I

Divorce

It is hereby agreed by the parties that the wife shall proceed to trial and obtain a divorce in the Circuit Court for Davidson County, Tennessee, on the grounds of irreconcilable differences and to be restored to all the rights and privileges of an unmarried person.

II.

Real Property - Wife

1. Union Hill Road Property

Wife shall have as her sole, separate and absolute property and in fee simple, the house and land consisting of approximately thirty-six acres. Said property being more particularly described as follows:

BEING a tract of land on the northerly side of Union Hill Road and described according to a survey of Donald R. Carver, dated 8/11/77, as follows: BEGINNING at a point in the northerly margin of Union Hill Road at the southeasterly corner of the Galbroath Property; thence leaving said margin northerly with the easterly line of the Galbreath and J. R. Pike properties N. 4° 00" E. 230 feet to a point; thence along the northerly line of the J. R. Pike property S. 89° 00' W. 220 feet to a point in the easterly line of the Matchak property; thence N. 3° 30' E. 1032.7 feet to a point in the southwesterly corner of the property of Richard L. McGaugh and Robert R. Galbreath property; thence along the southerly line N. 54° 00' E. 1584 feet to a point; thence S. 4° 00' W. 1624.13 feet to a point; thence along the lines of the West property the following calls and distances; S. 83° 00' E. 49.5 feet to a point; thence S. 14° 30' E. 118.8 feet to a point; thence S. 11° 00' W. 132.2 feet to a point; thence S. 35° 12' W. 149.5 feet to a point; thence S. 89° 00' W. 161 feet to a point; thence N. 3° 30' E. 198.6 feet to a point; thence N. 87° 00' W. 200 feet to a point; S. 3° 30' W. 200 feet to a point in the northerly corner of the Cooper property; thence along the northerly line of the Cooper and J. R. Pike property S. 89° 00' W. 524.16 feet to a point; thence S. 4° 00' W. 230.8 feet to the northerly margin of Union Hill Road; thence along the margin of the same S. 89° 30' W. 50 feet to the point of beginning and containing 35.6 acres, more or less.

Being the same property heretofore conveyed to Alfred B. Rollins and wife, Sandra Rollins, by deed from B. J. Pike, Lizzie Lee Pike Roland, John Pike, W. B. Pike, Paul E. Pike, Mary L. Binkley, Arell V. Boner, and Sherwin D. Pike, heirs-at law of Jessie Pike, deceased, and Betty S. Pike, wife of B. J. Pike, of record in Book 5239, page 590, Register's Office, Davidson County, Tennessee.

This property is now under a contract of sale signed by both parties.

There is a mortgage held against said property payable to the Production Credit Association, Springfield, Tennessee. Husband agrees to pay this mortgage in the amount of Six Hundred ($600.00) Dollars per month until the said real estate is sold. Upon the sale of the said property, the mortgage held thereon shall be paid from the proceeds of said sale and the necessary and normal closing cost and expense. The wife shall receive the remaining net balance from the sale of said property including any remaining funds which have been accumulated by and through the escrow account held by the said Production Credit Association, Springfield, Tennessee.

It is agreed between the parties that the husband may continue to live on said premises until the sale of the property, if the husband so desires.

III.

Personal Property - Wife

1. Bank Accounts

Wife shall have, as her sole, separate and absolute property, all money or funds in a bank account solely and totally in wife's name.

IV.

Household Furniture

Wife shall have, as her sole, separate and absolute property, all of the household furniture and furnishings owned by the parties except such property or furniture as the wife might choose to give to the husband as his separate property.

V.

Automobiles, Power and Household Equipment

Wife shall have as her sole, separate and absolute property, the following:

1979 Buick Limited automobile

Lawn Mower

Household tools, appliances and equipment which the wife may choose and elect.

VI.

Child Custody - Support

Wife shall have the absolute, care, custody and control of the minor children of the parties, namely, Alfred B. Rollins, seventeen years, Richard Allen and Randall Edward, sixteen years. Husband shall have visitation privileges with said children at reasonable times and places.

Husband agrees to keep in full force and effect, hospitalization insurance for the benefit of said minor children until they reach their legal majority. Husband further agrees to pay any and all medical and dental expenses for said minor children until they reach the age of eighteen years. Husband agrees to provide clothing and other necessities for the benefit of the said minor children, which in the discretion of the husband are required, until they reach eighteen years of age. In addition thereto, as further child support, husband will pay the sum of One Hundred ($100.00) Dollars per month directly to wife until all minor children reach the age of eighteen years.

Real Property - Husband

a. 1200 Old Hickory Boulevard Property

Husband shall have as his sole, separate and absolute property, the real property located at 1200 Old Hickory Boulevard, Madison, Tennessee. Said property being more particularly described as follows:

Land in Davidson County, Tennessee, being lots 1 to 14 on the Revised Subdivision of Colonial Bluff, part of the Anderson Lands, as shown on the Plan of record in Book 974, page 23, Register's Office for said County, together with that portion of a 20 foot street closed by declaration in Book 2297, page 304, lying south of Lots Nos. 9 to 14, inclusive, and that part of an unnumbered strip lying south of the 20 foot street lying south of Lots Nos. 9 to 14 on said Plan, which said land is further designated as being Tract IV, on a survey made August 12, 1953, by Z. J. Wilkinson, Surveyor, attached to the deed from Myrtle Anderson Marlowe to Ann Morlowe Morris, as of record in Book 2298, page 196, said Register's Office, as follows:

BEGINNING at an iron pin in the southerly margin of the right of way of Old Hickory Boulevard, this being the common corner of Tracts III and IV; thence South 1° 45' West 151.35 feet to an iron pin; thence North 87° 25' West along a fence, 699.35 feet to an iron pin; thence North 1° 45' East 141 feet to an iron pin in the southerly margin of Old Hickory Boulevard; thence with the margin of the same, South 88° 15' East 699.93 feet to the point of beginning, containing 2.35 acres.

Being part of the property conveyed to Ann Marlowe Morris, by deed from Myrtle Anderson Marlowe, as of record in Book 2298, page 196, said Register's Office.

Included in the above described property, but excluded therefrom is the following described property.

Being part of Lots 1 to 14 on the Revised Subdivision of Colonial Bluff, part to the Anderson Lands, as shown on the Plan in Book 974, page 23, Register's Office for said County, together with that portion of a 20 foot street, closed by declaration in Book 2297, page 304, lying south of Lots 9 to 14, inclusive, and that part of an unnumbered strip lying south of the 20 foot street lying south of Lots 9 to 14 on said plan.

BEGINNING at a point in Anne Marlowe Morris' northeast property corner said point being also in T.A. Marlowe's northwest property corner; thence running South 45° West 99 feet more or less along Morris easterly boundary line

to a point; thence running northwest 184 feet more or less, around a curve to the right along a line at all points 139 feet south of the proposed centerline to station 100 plus 07; thence running North 74° 11' west 313 feet to a point on Morris' northerly boundary line; thence running southeast 492 feet more or less, along Morris' northerly boundary line back to the point of beginning, containing 0.61 acres more or less.

Included but excluded:

BEGINNING at a point in the southerly right-of-way of State Route 15 (Old Hickory Boulevard), said point being Ann Morris' northeasterly corner and T. A. Marlowe's northwesterly corner; thence South 1° 45' West 52.35 feet to a point; thence North 87°25' West 34 feet to a point; thence North 59° 42' West 177 feet to a point; said point being on a curve to the left with a radius of 846.2 feet; thence with said curve 192 feet, more or less, to the point of beginning and containing 0.138 acre, more or less.

Being the same property in final judgment in Book 4454, page 733, Register's Office for said County.

This is improved property known as 1200 Old Hickory Boulevard, Nashville, Tennessee 37207.

Being the same property heretofore conveyed to Tom Rollins and Alf Rollins by deed from Ann Marlowe Morris, joined in by her husband, William L. Morris of record in Book 4992, page 367, R.O.D.C. Tennessee.

There are three mortgages now held on said property. These mortgages are payable to the Third National Bank, Commerce Union Bank and to and through the estate of Ann Morris deceased. Husband agrees to assume and pay all of said mortgages and to save wife harmless from any obligation thereon.

b. The title to the above-described real estate is now held by the husband and his brother, Thomas Rollins. It is understood that the wife, Sandra Rollins, herein is conveying all her right, title and interest in and to said real estate to her husband, Alfred B. Rollins.

c. The above-described real estate (1200 Old Hickory Boulevard) is improved and contains thereon a Drive In Market, Service Station, Restaurant, Beauty Shop and Nursery. The Nursery and Beauty Shop businesses are operated by others under a lease agreement. All of said business enterprises are operated by the husband, Alfred Rollins, in partnership with his brother, Thomas Rollins. Wife, Sandra Rollins, is conveying all her right, title and interest in and to all the said partnership business to her husband, Alfred Rollins, absolutely and in fee simple.

d. Husband shall have as his sole, separate and absolute property all of the wife's right, title and interest in and to said real property, personal property, equipment, merchandise, stock and trade, trucks, good will and all partnership interest therein.

e. Husband agrees to assume and pay any and all mortgages, encumbrances, claims or obligations held against the above real and personal properties, including all debts due and owing by the Rollins' partnership and to save and hold wife harmless from any obligation thereon.

VIII.

Personal Clothing Belongings, Jewelry and Miscellaneous Property.

Each party shall have their personal clothing, belongings, jewelry and will mutually agree to divide all miscellaneous properties not otherwise specifically set forth in this agreement.

IX.

Alimony, Debts and Obligations

a. Each party hereto waives any and all claims of alimony said party may have against the other party. The intent and purposes of this agreement is to provide for equitable division of all property rights between the parties.

b. Each party agrees not to charge or obligate or use the credit of the other party after the execution of this Property Settlement - Custody Agreement, except with the expressed consent of the other party.

c. Husband may claim children as dependents for income tax purposes so long as he complies with child support provisions of the agreement. Parties agree to file a joint income tax return for the year 1981, if they can legally do so.

d. Husband agrees to pay all of the household expenses including utility bills and the insurance, gas and maintenance on wife's automobile until the real property located on Union Hill Road is sold. The amount of these expenditures shall be in the discretion of the husband.

X.

Court Costs and Attorney's Fees

Husband agrees to pay to Robert H. Jennings, Jr. all fees incurred in this cause. Husband further agrees to pay all Court Costs incurred in the divorce proceedings.

XI.

Marital Rights

The parties understand and agree that this agreement is in full and final settlement of all marital rights between the parties. It is understood and agreed that this agreement constitutes the entire understanding and agreement between the parties and supercedes any and all prior agreements between the parties.

This agreement, if acceptable to the Court, shall be incorporated into the divorce Decree, should the Court see fit to decree a divorce between the parties. Notwithstanding such incorporation, this agreement shall be merged in the Decree, but shall survive the same and shall be binding and conclusive on the parties for all time. This agreement shall be enforceable as a contract and shall be governed by the laws of the State of Tennessee.

Nothing herein is intended, nor shall be construed, as infringing upon the prerogative of the Court having jurisdiction of this cause. The sole purpose of this agreement being the mutual desire of the parties to make advantageous disposition of their jointly owned personal and real property.

Parties agree to sign and execute any and all necessary deeds, documents and instruments to carry out and to put in full force and effect the intent and purpose of this agreement.

Parties submit to the jurisdiction of the Court for all the purposes herein contained. Further, this agreement is entered into without any collusion between the parties, but solely of their own free will and accord.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date indicated below, each retaining a copy thereof, the receipt of which is hereby acknowledged.

This the 17th day of July, 1981.

/s/ Sandra Louise Rollins
SANDRA LOUISE ROLLINS

/s/ Alfred B. Rollins
ALFRED B. ROLLINS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Be it remembered, that on the 17th day of July, 1981, before me, the subscriber, a Notary Public in and for the said County and State, personally came the above-named SANDRA LOUISE ROLLINS, who acknowledged the signing of the foregoing instrument to be her voluntary act and deed for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of July, 1981.

/s/ Mary Ann Jennings
NOTARY PUBLIC

My Commission Expires: October 15, 1983

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Be it remembered, that on the 17th day of July, 1981, before me, the subscriber, a Notary Public in and for the said County and State, personally came the above-named ALFRED B. ROLLINS, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of July, 1981.

/s/ Mary Ann Jennings
NOTARY PUBLIC

My Commission Expires: October 15, 1983

Thereafter the parties entered into an Addendum to the above Property Settlement - Custody Agreement, which written Addendum Agreement is hereby approved and made a part of this decree. Said written Addendum Agreement being as follows:

A D D E N D U M

WHEREAS, the parties have heretofore entered into an Agreement on the 17th day of July, 1981, which Agreement provided for the wife to receive certain real property located on Union Hill Road, as more specifically set out in Section II of said Agreement, and

WHEREAS, it has become necessary to place a certain mortgage on this property in order to provide funds for the operation of the business of the husband in a partnership with his brother.

NOW, THEREFORE, the parties hereto understand and agree that a mortgage in the amount of Seventy Thousand ($70,000) Dollars has been placed against the property on Union Hill Road, which property consists of approximately thirty six acres with improvements.

a. Husband agrees to pay this mortgage to the Third National Bank in its entirety and to hold the wife harmless from any obligation thereon. Husband further agrees, in the event wife sells the said property located on Union Hill Road, Husband will make the necessary financial arrangements to pay and satisfy said Seventy ($70,000) Dollars mortgage held by the Third National Bank. Wife agrees to give husband reasonable notice of any sale of said property and to provide husband a reasonable period of time in which to make said financial arrangements to satisfy this obligation.

Husband further agrees that this Agreement may be added to the original Agreement and he waives any further notice or any type of process that would be required in this cause and requests this written Addendum Agreement to be made a part of said original Agreement.

This the 14th day of November, 1981.

/s/ Sandra Louise Rollins
SANDRA LOUISE ROLLINS

/s/ Alf Rollins
ALFRED B. ROLLINS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Be it remembered, that on the 14th day of November, 1981, before me, the subscriber, a Notary Public in and for the said County and State, personally came the above-named SANDRA LOUISE ROLLINS, who acknowledged the signing of the foregoing instrument to be her voluntary act and deed for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of Nov., 1981.

/s/ Mary Ann Jennings
NOTARY PUBLIC

My Commission Expires: Oct. 15, 1983

Seal

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Be it remembered, that on the 14th day of Nov., 1981, before me, the subscriber, a Notary Public in and for the said County and State, personally came the above-named ALFRED B. ROLLINS, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of Nov., 1981.

/s/ Mary Ann Jennings
NOTARY PUBLIC Seal

My Commission Expires: October 15, 1983

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

JUDGE

APPROVED FOR ENTRY:

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Decree has been mailed to Mr. Alfred B. Rollins, Box 289 A Union Hill Road, Goodlettsville, TN 37072, this the 17th day of November, 1981.

ROBERT H. JENNINGS, JR.

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IDENTIF. REFERENCE

JAN 22 2 44 PM '82

FELIX Z. ALLISON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* SANDRA LOUISE ROLLINS *Plaintiff, and* ALFRED B. ROLLINS *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* 22nd *day of* January *in the year one thousand nine hundred and* eighty-two *and in the* two hundred sixth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By W. L. Howard, *D. C.*