mB. 111c/2196

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

PHILLIP MARRISSEY CLARIDAY)
)
)
VS.) NO. 93627
)
)
SHARON LEIGH CULLUM CLARIDAY)

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FINAL DECREE

This cause came on to be heard before the Hon. Benson Trimble, Judge, on this the 6th day of April, 1979, upon a Complaint for Absolute Divorce filed by PHILLIP M. CLARIDAY, Plaintiff, against SHARON C. CLARIDAY, Defendant, a Property Settlement Agreement heretofore entered into by and between these parties, statement of Counsel and from the entire record in this cause, from all of which the Court finds that there are irreconcilable differences between the parties and Plaintiff should be granted an Absolute Divorce from the Defendant; it is, therefore

ORDERED, ADJUDGED and DECREED by the Court that PHILLIP M. CLARIDAY be and he is hereby granted an Absolute Divorce from the Defendant, SHARON C. CLARIDAY and restored to all the rights and privileges of an unmarried person.

It is FURTHER ORDERED that the PROPERTY SETTLEMENT AGREEMENT heretofore entered into by and between these parties be and the same is hereby approved by the Court and copied herein verbatim:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, PHILLIP MARRISSEY CLARIDAY, hereinafter called Husband, sued SHARON LEIGH CULLUM CLARIDAY, hereinafter called Wife, for an Absolute Divorce in the Fourth Circuit Court of Davidson County, Tennessee, Docket No. 93627, and SHARON C. CLARIDAY sued PHILLIP M. CLARIDAY for an Absolute Divorce, Docket No. 93637;

AND WHEREAS, this matter was heard before the Hon. Benson Trimble, Judge on March 1, 1979 at which time each of the parties testified, along with their supporting witnesses, from all of which by subsequent Memorandum Opinion the Court found that neither party had grounds for divorce and dismissed both cases and that subsequently SHARON C. CLARIDAY filed a Petition for a re-hearing at which time the Court extended for an additional thirty days from the date of the entry of that Order overruling SHARON C. CLARIDAY'S Motion to see if the parties could work out their differences in a Property Settlement Agreement to obtain a divorce on the grounds of irreconcilable differences;

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WHEREAS, the parties have worked out a Property Settlement Agreemen in accordance with the agreements herein contained.

Now, therefore, for and in consideration of the mutual promises and agreements, the parties hereby contract and agree as follows:

1. Husband shall have the home of the parties located at 235 Willowen Drive, Donelson, Davidson County, Tennessee, in his name alone and wife shall execute the necessary papers to transfer the title to the Husband or title to the property may be divested out of wife and into the Husband by a Court dec

2. Husband shall receive the divorce on the grounds of irreconcilable differences.

3. Wife shall receive the pick-up truck in her name alone and this sha be her sole and absolute property.

4. Wife shall receive the washer and dryer, stove and refrigerator, and the other household goods and furnishings that she has previously removed fro the home of the parties as her sole and absolute property.

5. The Husband shall pay to the Wife on the date of the hearing of this case the sum of $2,500.00 cash.

6. Wife agrees to hold harmless the Husband from any judgment that Third National Bank may recover against the Husband as a result of paying to him an amount from the joint savings account of the parties and that if she pursues her suit against Third National Bank and appeals judgment in the General Sessions Court of this County, which was adversed to her contentions, and she is successful on appeal, that is, to receive a judgment against Third National Bank in an approximate amount of $2,549.00, then she recognizes that the bank may seek and obtain a judgment against the Husband and if this is done, she agrees to hold the Husband harmless, that is, she agrees to reimbur the Husband for any amount of money that he might have to pay as a result of suit from Third National Bank against him.

7. The parties hereby agree to pay the Court costs equally.

8. Each of the parties waives any claim that they may have against the other as a result of their marriage.

This is a full, true and complete Property Settlement Agreement and may be incorporated in a Final Decree of Divorce in the event the parties obtain divorce.

s/ PHILLIP MARRISSEY CLARIDAY

s/ SHARON LEIGH CULLUM CLARIDAY

It is FURTHER ORDERED that all right, title and interest in and to the following described real estate be divested out of SHARON C. CLARIDAY and vested in PHILLIP M. CLARIDAY as his sole and absolute property:

BEING Lot No. 81 on the Plan of Creekside Heights, of record in Book 2663, pages 114 and 115, Register's Office, Davidson County, Tennessee.

SAID Lot No. 81 fronts 151.85 feet on the easterly margin of Wilowen Drive and runs back 216.51 feet on the northerly line and 255.64 feet on the southerly line to a dead line in the rear measuring 178 feet thereon.

BEING the same property conveyed to Phillip Clariday and wife, Sharon L. Clariday, by ded from William E. Paysinger, Jr. and wife, Wand N. Paysinger, of record in Book 5039, page 90, in the Register's Office for Davidson County, Tennessee.

Costs are adjudged equally against the parties for which execution may issue if necessary.

JUDGE

Attorney For Plaintiff

Attorney for Defendant

4-5-79

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FILED & RECORDED
DAVIDSON COUNTY, TENN.
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IDENTIFICATION REFERENCE
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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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Phillip Morrissey Clariday *Plaintiff, and* Sharon Leigh Cullum Clariday *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* 18th *day of* Mar *in the year one thousand nine hundred and* 82 *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*