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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 144 - 14
Par 4 Jd

SARAH GLYN (BEDGOOD) NUNNALLY)
)
VS.) NO. 68836
)
JUM CLARENCE NUNNALLY, JR.)

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F I N A L D E C R E E

This cause came on to be heard on the 20th day of July, 1973, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill of complaint, pro confesso, oral testimony of the complainant and corroborating witnesses in open Court and argument of counsel and upon the entire record in this cause, from all of which it appears to the satisfaction of the Court that the allegations contained in the original bill have been fully sustained by the proof; that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct as renders further cohabitation unsafe and improper.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the complainant, Sarah Glyn (Bedgood) Nunnally, be and is hereby granted an absolute divorce from the defendant, Jum Clarence Nunnally, Jr., and is restored to all the rights and privileges of an unmarried person.

It further appeared to the Court that the parties hereto had entered into a Property Settlement Agreement which is approved by the Court and is made a part of this decree, which agreement is as follows:

A G R E E M E N T

THIS AGREEMENT, made between SARAH GLYN (BEDGOOD) NUNNALLY, hereinafter referred to as Wife, and JUM CLARENCE NUNNALLY, JR., hereinafter referred to as Husband,

W I T N E S S E T H :

WHEREAS, the parties have been married for twenty-nine years and there have been born to their union four children, namely Jeffry Clayton Nunnally, age 21; Russell Haydn Nunnally, age 19; Scott Duane Nunnally, age 18; and Kimberly Diane Nunnally, age 12, who are sometimes herein called the Children; and

WHEREAS, the Wife has instituted an action in the Circuit and Probate Courts of Davidson County, Tennessee, for an absolute

divorce, seeking alimony, support, including child support, custody of Kimberly Diane, and the award to her of the property referred to in the divorce petition; and

WHEREAS, the parties are desirous of settling their respective property rights and agreeing on terms for the Wife's support and for the support, education and custody of the Children, and have reached an agreement which shall be effective upon and subject to approval of the Court upon or incident to the grant of an absolute divorce,

IT IS THEREFORE, AGREED:

1. The Husband shall, during the life of the Wife make the following payments to the Wife for her support and maintenance, and also the following payments for the support, maintenance and education of the children:

(a) The sum of Six Hundred Twenty-Five ($625.00) per month commencing on the first day of each calendar year for the support of the Wife so long as she does not remarry.

(b) The Husband will pay the amount of Federal income tax and any state income tax which the Wife is required to pay by reason of receipt of alimony and support under this agreement. In the event the Wife is taxable on other income not included in this agreement, the obligation of the Husband herein shall be the proportion which the taxable income received under this agreement bears to the Wife's total taxable gross income. Payment hereunder shall be made fifteen (15) days before the tax is due to be paid by the Wife. The obligation of the Husband shall include the additional amount of tax payable by the Wife on the tax payments made to her by the Husband, but the computation of such additional income tax shall not be carried beyond one step.

(c) The sum of $208.33 per month for the support, maintenance and education of Kimberly Diane Nunnally until she dies, marries or reaches 18 years of age.

(d) The sum of $75.00 per month each for Jeffry Clayton Nunnally, Russell Haydn Nunnally and Scott Duane Nunnally as long as each respectively is living at home with the Wife. In addition, the Husband shall pay for the children:

(1) Medical, dental, surgical and hospital expenses incurred for the Children. The Wife shall not make any commitment for such expenses which are out of the ordinary without first advising and consulting with the Husband, except in case of emergency.

2. All interest of the Husband in the house and lot which was heretofore the home of the parties and all the contents including household furniture, furnishings and appliances shall be transferred to the Wife and divested out of the Husband. The real property being situated at 2205 Chickering Lane, Nashville, Tenn.

3. The Husband shall pay the premiums on a $20,000 term life insurance policy on the life of Mr. Nunnally with Mrs. Nunnally as beneficiary, and maintain the same in effect until the child of parties, Kimberly Diane Nunnally, becomes eighteen years of age.

4. All obligations of the Husband to the Wife including those for the Children under this agreement shall survive the death of the Husband and shall be binding and constitute a charge upon his estate, but in no event to exceed fifty (50%) per cent of the estate.

5. The Husband will assume and be responsible for all bills and total indebtedness of the parties as of the date of the proposed divorce decree.

EXECUTED this_____day of July, 1973, at Nashville, Tennessee.

WITNESSES:

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/s/ J. William Rutherford — /s/ Sarah Glyn (Bedgood) Nunnally

/s/ J. William Rutherford — /s/ Jum Clarence Nunnally, Jr.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant, Jum Clarence Nunnally, Jr. execute a deed to the home of the parties located at 2205 Chickering Lane, Nashville, Davidson County, Tennessee, to perfect the transfer of title to said property to the complainant, Sarah Glyn (Bedgood) Nunnally.

The defendant will pay the costs of this cause.

JUDGE

APPROVED FOR ENTRY:

J. WILLIAM RUTHERFORD
Attorney for Complainant

cc: Mr. Jum Clarence Nunnally, Jr.

FILED
SEP 3 10 34 AM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIF. REFERENCE

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#68836

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* Sarah Glyn (Bedgood) Nunnally *Plaintiff, and* Jum Clarence Nunnally, Jr. *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* 3rd *day of* September *in the year one thousand nine hundred and* Eighty-Two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Dottie Coker, *D. C.*

Form #GR-117