IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

HAROLD EARL PULLUM)
)
)
VS.) NO: 99067
)
)
ORA FITZGERALD PULLUM)

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FINAL DECREE

This cause came on to be heard before the Honorable Joe C. Loser, Jr., Judge, on the 18th day of June, 1980, upon the original bill filed by plaintiff, answer and counter-complaint filed by defendant, answer to counter-complaint filed by plaintiff, property settlement agreement, testimony of the counter-plaintiff and defendant, statement of counsel and the entire record in this cause: from all of which the Court finds that the parties are entitled to an absolute divorce upon the statutory ground of irreconcilable differences: and further that the property settlement agreement heretofore entered into by and between the parties is in all things approved and should be made a part of this final decree.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the parties, Ora Fitzgerald Pullum and Harold Earl Pullum, are hereby granted an absolute divorce and they are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement should be made a part of this decree. Said property settlement is in words and figures as follows:

"THIS AGREEMENT, made and entered into this 18th day of June, 1980, by and between ORA FITZGERALD PULLUM, hereinafter referred to as "Wife" and HAROLD EARL PULLUM, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, the parties hereto are husband and wife and there is now pending a suit for divorce between them, as referenced above; and,

WHEREAS, irreconcilable differences have arisen between the parties to cause them to determine that they can no longer continue the marriage relationship and cohabit as man and wife; and,

WHEREAS, it is the desire of the parties to enter into a written agreement making adequate and sufficient provision for the custody and maintenance of the minor child of the parties; namely, Terry Earl Pullum, age 16, and for the equitable settlement of the property rights between the parties, it being understood by and between the parties that by entry into this agreement they are posturing their divorce litigation in such a way as to afford the Court an opportunity to grant a divorce to them on the ground of irreconcilable differences, that being the desire of both parties. Both parties agree that this agreement shall be incorporated into the final decree in this divorce action if and when it is approved and the decree is entered by the Court.

NOW THEREFORE, for and in consideration of the mutual covenants and promises made between the parties, it is agreed as follows:

1. Husband agrees to pay to the wife the sum of $400.00 per month as alimony for three months.

2. Wife is to have full custody and control of the parties' minor child, Terry Earl Pullum. The husband shall pay to the wife the sum of $200.00 per month as child support, and husband shall have reasonable visitation rights with the minor child.

3. Husband agrees to execute a deed conveying all right, title and interest he has in the property located at 4103 Idaho Avenue, Nashville, Davidson County, Tennessee, to wife, together with all the household furniture and furnishings located therein.

4. Husband agrees to vest all right, title and interest he now has in the 1976 Grand Prix automobile to the wife to be hers absolutely and husband agrees to pay any balance owing on said automobile.

5. Husband agrees to pay the court costs of this cause.

6. The parties hereto affirmatively state that this agreement is entered into voluntarily and without any undue influence or misrepresentation. The provisions of this agreement and their effect are fully known to each of the parties and each of the parties acknowledge that this agreement is fair and equitable.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written."

JUDGE

7/22/80

APPROVED FOR ENTRY:

GARY GOBER
Attorney for Defendant and
Counter-Plaintiff

Enter This 22 Day of July, 1980

cc: Mr. C. Houston Sager
Attorney for Plaintiff and
Counter-Defendant
923 Main Street
Nashville, TN 37206

IDENTIF. REFERENCE

DEC 29 10 37 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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RUSH

99067 Third Circuit Court 118B/1303

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* HAROLD EARL PULLUM, *Plaintiff, and* ORA FITZGERALD PULLUM, *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* 29th *day of* December *in the year one thousand nine hundred and* eighty-two *and in the* two hundred seventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

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