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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TERRY JOYCE McDANIEL ELLIS

VS.

DORRIS DANIEL ELLIS

IDENTIF. REFERENCE

JAN 3 9 49 AM '83

FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 82D-2031

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FILED
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PARKER, C.C.C.
D.C.

D E C R E E

This cause came on to be heard on this 7th day of October, 1982, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original and amended petition heretofore filed in this cause, personal service of process and default judgment the defendant having failed to respond within the time permitted by law. Following the testimony of the plaintiff and the review of the entire record, the Court found as follows:

1. That the parties had entered into a property settlement agreement that represented the just and equitable division of the property, both real and personal, accumulated by the parties during their marriage.

2. That the parties had entered into a property settlement agreement conceding that it is to the best interest of the minor children, to wit, Angela Nichole and Daniel Allen, that the absolute custody, care and control of said children be vested in the plaintiff, Terry Ellis, but with suitable visitation privileges to be afforded to the defendant, Dorris Ellis.

3. That the parties had entered into a property settlement agreement that makes suitable and adequate provisions for the care, custody, control and support of said aforementioned minor children. The Court further determined following the testimony of the plaintiff and review of the record that the plaintiff

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did sustain her grounds for divorce, that is that such irreconcilable differences exist in the marriage of the parties as to make a continuation thereof not in their best interests.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Terry Ellis, be and is awarded an absolute divorce from the defendant, Dorris Ellis, and restored to all the rights and privileges of an unmarried person. The bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement entered into by and between the parties hereinabove referred to is approved and ratified by the Court and made a part of this Decree as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into by and between Terry Joyce McDaniel Ellis, hereinafter known as "Wife," and Dorris Daniel Ellis, hereinafter known as "Husband;" and

WHEREAS, the parties are now husband and wife, but that Wife has caused to be filed in the Fourth Circuit Court of Davidson County, Tennessee, a petition for separate maintenance, bearing Docket No. 82D-2031; and

WHEREAS, Wife, at this time, represents that she will amend the said aforementioned petition for separate maintenance to seek the relief of an absolute divorce upon the grounds of irreconcilable differences; and

WHEREAS, at this time, both parties acknowledge the fact that such irreconcilable differences exist in their marriage as to make a reconciliation between the two of them impractical and and not in their best interests; and

WHEREAS, the parties at this time desire to enter into a property settlement agreement, disposing of all of their marital assets, and in addition thereto, designating the custodian of the minor children of the parties and providing for the suitable support and maintenance of said children, the parties hereby agree as follows:

(1) CUSTODY AND SUPPORT OF CHILDREN: The custody of the two minor children, Angela Nichole and Daniel Allen, shall be vested in the Wife, with the right and privilege of the Husband to see and visit said children at all reasonable times and places. The Husband shall pay to the Wife on or before the 5th day of each month the sum of $200.00 per child per month, or for a total payment of $400.00 per month as support of said minor children. In addition thereto, the Husband shall maintain suitable medical and hospitalization insurance, with the children designated therein as the beneficiaries of such insurance, and for the purpose of providing medical and hospitalization protection in respect to said aforementioned minor children. The Husband further agrees that he will maintain a life insurance policy to be owned by Husband in the amount of $50,000.00, with the minor children designated as the sole beneficiaries of said

policy. At such time as the youngest child of the parties reaches its twenty-first birthday, the Husband may thereafter do as he pleases with said aforementioned policy.

(2) REAL PROPERTY: The home of the parties located at 118 Campbell Court in Madison, Tennessee, shall become the sole and absolute property of the Wife, free and clear from any claim thereon by Husband, and Husband shall execute all documents and deeds necessar for the transfer of said property into name of Wife. The Husband, however, shall be given a non-interest-bearing lien in the amount of

against said property representing his interest therein. Said lien shall be unenforceable by Husband until the Wife remarries or the 18th birthday of the youngest child, whichever occurs first. It is the intention of the parties that the Wife and the children shall continue to occupy the home until the 18th birthday of the youngest child, notwithstanding the Husband's lien, and Husband agrees that he will make no attempt to enforce said lien until the 18th birthday of the youngest child, or until the wife remarries, whichever may occur first.

(3) PERSONAL PROPERTY: Each party will retain the personal property and items of household furniture now in their respective possessions, and said property shall hereinafter become the sole and exclusive property of that person, and free and clear from any claim by the other party.

(4) AUTOMOBILES: Husband will transfer to Wife all of his right, title and interest in and to the 1977 Oldsmobile automobile in her possession, and said automobile will hereinafter become the sole and exclusive property of the Wife, free and clear from any further claim thereon by Husband. It shall be the responsibility of the Husband to repay any existing liens or mortgage indebtednesses that might exist in respect to said aforementioned automobile, and to hold Wife harmless from any responsibility therefor, it being the intention of the parties to award said automobile to Wife, free and clear from any lien or encumbrances. The Wife will transfer to Husband any interest that she might have in any automobiles or motor vehicles in the possession of the Husband, and said vehicles will hereinafter become the sole and exclusive property of the Husband. Both parties will execute any and all documents necessary to effect the transfer of title to all motor vehicles hereinabove listed.

(5) DEBTS: Wife will assume the responsibility for the payment of the entire balance of the indebtedness owed to the Ethan Allen Company, and will hold Husband harmless from any further responsibility therefor. Husband will be responsible for the payment of any and all other existing, outstanding debts or charge accounts accumulated by the parties prior to the execution of this agreement, and shall hold Wife harmless from any further responsibility for the payment therefor.

(6) COSTS: The Husband will be responsible for the payment of the balance of the Court costs that may be due in respect to Wife's divorce case, but with the understanding that any filing fees heretofore paid by Wife that may be applied to the payment of said aforementioned costs will be applied thereto.

THIS AGREEMENT represents a full and final settlement of all claims of any nature whatsoever that one may have against the other party. By the execution of this agreement, both parties bind themselves, their heirs and assigns to the terms and conditions contained therein, and acknowledge the fact that the same will be submitted to the Court at the hearing of Wife's petition for divorce, with the request that the same be ratified by the Court and made a part of any final decree of divorce that might be entered between the parties.

THIS AGREEMENT entered into at Nashville, Tennessee, on this the 3 day of Sept., 1982.

/s/ Terry Joyce McDaniel Ellis
Terry Joyce McDaniel Ellis, "Wife"

/s/ Dorothy M. Fyke Notary Public
Commission Expires: 2/22/84

/s/ Dorris Daniel Ellis
Dorris Daniel Ellis

/s/ Dorothy M. Fyke Notary Public
Commission Expires: 2/22/84

It being determined by the Court that it is to the best interest of the minor children, Angela Nichole and Daniel Allen, that their custody be vested in the plaintiff, Terry Ellis, it is further ORDERED, ADJUDGED and DECREED that the custody of said children be vested in the plaintiff, but subject to the terms and conditions of the Property Settlement Agreement contained in this decree in respect to support and visitation privileges.

It is further ORDERED, ADJUDGED and DECREED that in accordance with the Property Settlement Agreement set forth above that all of the defendant's right, title and interest in and to the real property located at 118 Campbell Court in Old Hickory, Tennessee, and formerly owned by the parties by tenants in its entirety, is divested out of the defendant and awarded to the plaintiff. Plaintiff, Terry Ellis, shall hereinafter own said property in fee simple title, free and clear from any further claim thereon by defendant except for the time lien expressed in the above Property Settlement Agreement. Plaintiff shall be responsible for the payment of the mortgage indebtedness against said property and shall hold the defendant harmless from any further responsibility therefor. Said property is more particularly described as follows:

> BEING Lot No. 12 on the Plan of Green Forest, as of record in Book 3700, page 8, Register's Office for said County.
>
> SAID Lot No. 12 fronts 145 feet on the westerly side of Campbell Court and extends back 194.4 feet on the northerly line 293.45 feet on the southerly line to the east right of way line of Interstate Highway I-65 on which it measures 216.55 feet.
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> BEING the same property conveyed to Dorris D. Ellis and wife, Terry J. Ellis, by deed from James A. Pique and wife, Reba D. Pique, of record in Book 5013, Page 616, Register's Office for Davidson County, Tennessee.

The costs of this cause are assessed against the defendant with the provision that the balance of any filing fees heretofore paid by the Plaintiff shall be applied to said costs.

Entered this 15th day of October, 1982.

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Muriel Robinson, Judge

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that I have mailed a copy of this Decree to the defendant, Dorris Daniel Ellis, at 4517 Woodside Road, Old Hickory, Tennessee 37138, on this the 5th day of October, 1982.

Jack Norman, Jr.

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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* Jerry Joyce McDaniel Ellis *Plaintiff, and* Dorris Daniel Ellis *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* 20th *day of* Jan *in the year one thousand nine hundred and* 83 *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [illegible], *D. C.*

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