IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DOTTIE C. ELLIOTT	]	MAP 41-12 Par 41 Js
-VS-	]	NO. 86749
WILLIAM NEELY ELLIOTT	]	

BOOK 6316 PAGE 172

FINAL DECREE

This Cause came to be heard on the 8th day of July, 1977, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill of divorce heretofore filed, the testimony of the Plaintiff and her corrobrating witnesses, and it appearing to the satisfaction of the Court that the Plaintiff has made out her cause to wit:

That the Defendant has been guilty of such cruel and inhuman treatment as to render cohabitation unsafe and improper and that the Plaintiff is entitled to an absolute divorce from the Defendant. It further appears that the parties have entered into a Property Settlement Agreement, which Property Settlement Agreement is found to be fair and will be the Order of this Court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the Plaintiff, Dottie C. Elliott, and the Defendant, William Neely Elliott, are herein now and forever perpetually dissolved, and that the Plaintiff, Dottie C. Elliott, is awarded an absolute divorce from the Defendant, William Neely Elliott.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have entered into a Property Settlement to wit:

IDENTIFICATION REFERENCE
JUN 15 9 27 AM '84
REGISTER
COUNTY, TN
I29322
PUBLISH
LAW OFFICES
EAD AND MEAD
PLAND OFFICE BLDG.
SUITE 101
DSON, TENN. 37115

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into by and between DOTTIE C. ELLIOTT, hereinafter called "the wife," and WILLIAM NEELY ELLIOTT, hereinafter called "the husband.

W I T N E S S E T H:

WHEREAS, the parties are husband and wife, and having been experiencing marital difficulties, resulting in the Wife having filed a petition for absolute divorce against the Husband; and,

WHEREAS, neither party to this case desires to live together but the parties desiring to amicably settle all matters relative to their respective property rights; and,

WHEREAS, the parties are familiar with each other's property holdings, financial condition, net personal worth, and with each other's income and source of income,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

(1) That the Wife, if the Court deems proof sufficient, will secure an absolute divorce from the Husband.

(2) That the Wife shall have as alimony in solido the house and lot at 3904 Oxbow Drive, Nashville, Tennessee. Said property is described as follows:

> Land in Davidson County, Tennessee, being lot No. 58 on the Plan of Bellshire Estates, Section 3, as of record in Book 2133, page 112, Register's Office for said County.
>
> Beginning on the westerly margin of Oxbow Drive at the corner of lots Nos. 57 and 58; thence with the line between said two lots, westwardly 190 feet; thence north 76 degrees, 291 west 188.7 feet to a concrete monument; thence north 4 degrees 54' west 55 feet to the corner of lots Nos. 58 and 59; thence with the line between said two lots, eastwardly 350.3 feet to the westerly margin of Oxbow Drive; thence with the same southwardly 124.4 feet to the beginning.
>
> Being the same real property conveyed to William N. Elliott and wife, Dottie C. Elliott, of record In Book 2809, Page 35, said Register's Office.

LAW OFFICES
MEAD AND MEAD
BELLAND OFFICE BLDG.
SUITE 101
EDISON, TENN. 37115

This conveyance is made subject to restrictions of reocrd in Book 2294, page 346, Register's Office, Davidson County, Tenneseee, and ten-foot easement for public utility purposes along the southerly and westerly lines of premises, 50-foot building setback line from Oxbow Drive and conditions of owners certificate, as shown on plan in book 2133, page 112, Register's Office for Davidson County, Tennessee.

The Wife shall be responsible for the balance due on the first mortgage due to Security Federal Savings and Loan Association in the approximate amount of $ BOOK 6316 PAGE 174

(3) That the Husband shall be responsible for the satisfaction of a second (home improvement) mortgage due to Security Federal Savings and Loan Association in the approximate amount of $5,595.00, which amount shall be considered alimony.

(4) That the Husband shall pay the reasonable attorney's fees of the Wife's Attorney in the amount of $500.00.

(5) That the Husband shall pay the costs of this cause; and the costs of a lawsuit pending in Chancery Court of Davidson County, Tennessee, to wit:

DOTTIE C. ELLIOTT -VS- WILLIAM NEELY ELLIOTT, NO. 77-446-II

which lawsuit the Wife will dismiss with prejudice.

(6) That the Husband shall have his guns and fishing tackle which he has in his possession.

(7) That the Wife shall have all of the household furnishings and the 1972 Chevrolet Caprice automobile.

(8) Each party agrees to hold the other hermless for any indebtedness occurred by the individual during the time since the filing of this complaint, however the parties agree that WILLIAM NEELY ELLIOTT, shall be liable for specifically, but not limited to, the debts at Zales, Harveys, and Western Auto. Any other debt made by DOTTIE C. ELLIOTT shall be her debt exclusively and any other debt made by WILLIAM NEELY ELLIOTT shall be his debt exclusively.

(9) That the Husband will execute all deeds, titles, bills of sale and other documents necessary to carry out the intent of this agreement.

LAW OFFICES
MEAD AND MEAD
EERLAND OFFICE BLDG.
SUITE 101
EDISON, TENN. 37115

This agreement is made and intended between the Parties hereto as a Property Settlement Agreement, covering all matters of all property rights which each now has or might have against the other by virtue of their marital status; and this agreement is to be full, final and complete release of each party, one unto the other, of any and all claims of whatsoever nature that each party may now have or may hereafter have , in and to the property or properties of the other as a result of their marital status.

This agreement is made of the parties' own free will and accord, without any collusion between the parties, for the sole purpose of settling their property rights, subject to the approval of the Court.

IN WITNESS WHEREOF, we have hereunto set our hands to this instrument this _____ day of _____, 1977, at Nashville, Tennessee, Davidson County.

/s/ Dottie C. Elliott
Dottie C. Elliott

/s/ William Neely Elliott
William Neely Elliott

It is found by the Court that the above Property Settlement Agreement is fair to all parties concerned and that, therefore, same is made an Order and Judgment of this Court.

IT IS FURHTER ORDERED, ADJUDGED AND DECREED that the Defendant, WILLIAM NEELY ELLIOTT, will pay the costs of this Cause, and for costs and judgment awarded under the Property Settlement Agreement, execution issue, if necessary.

ENTERED this 19 day of July, 1977.

JUDGE BENSON TRIMBLE

Eleanor T. Mead
Eleanor T. Mead,
Attorney for Plaintiff

Lucien Dale
Attorney for Defendant

LAW OFFICES
MEAD AND MEAD
FERLAND OFFICE BLDG.
SUITE 101
MADISON, TENN. 37115

I certify that I have mailed a copy of the foregoing Final Decree to Lucien Dale, Attorney for Defendant, at the 14th Floor, Nashville City Bank & Trust Building, Nashville, Tennessee, this 11th day of July, 1977.

Eleanor T. Mead

Eleanor T. Mead

BOOK 6316 PAGE 176

86749 105A/561

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Dottie C. Elliott *Plaintiff, and* William Neely Elliott *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* 15th *day of* June *in the year one thousand nine hundred and* eighty-four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117

LAW OFFICES
MEAD AND MEAD
PERLAND OFFICE BLDG.
SUITE 101
HISON, TENN 37115