FILED

AUG 16 1983
GEORGE L. ROOKER, Clerk
By _____ Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOBBIE JEAN ELLIS)
)
vs.) No: 82D-2241
)
EDDIE ELLIS, JR.)

33B/1206

92-3
Par 20
61-14
Par 16 Jsl

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FINAL DECREE

This cause came on to be heard on this the 1st day of August, 1983, before the Honorable James Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the original bill for divorce, personal service on the defendant, Property Settlement Agreement entered into by and between the parties, testimony of complainant in open court, statement of counsel, and the entire record in this cause; from all of which the Court is of the opinion that irreconcilable differences exist between the parties, thereby entitling the complainant to an absolute divorce from the defendant. The Court is further of the opinion that the Property Settlement Agreement entered into by and between the parties should be ratified and affirmed in all respects and made a part of this decree by the inclusion of the same as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between BOBBIE JEAN ELLIS, hereinafter referred to as Wife, and EDDIE ELLIS, JR., hereinafter referred to as Husband.

W I T N E S S E T H :

WHEREAS, the parties were married on December 2, 1967, in Chicago, Illinois, and lived together as husband and wife until July 6, 1982, when they separated; and,

WHEREAS, there have been no children born to this marriage; and,

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart and each state that it is their mutual desire that their marriage be terminated by divorce; and,

WHEREAS, the parties have reached an understanding relative to their real and personal property and wish to execute this agreement making a complete and final settlement and division of all the property jointly owned by them.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, the parties do mutually agree as follows:

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1. All right, title and interest in and to the real properties located at 3824 Edwards Avenue, Nashville, Tennessee, and 2002 Jefferson, Nashville, Tennessee, shall be divested out of the Husband and vested absolutely in the Wife. The Wife shall have sole responsibility for the mortgage on said properties and shall hold Husband harmless on said obligation.

2. All right, title and interest in and to the two flat building located at 5614 S. Sangamon Street, Chicago, Illinois, shall be divested out of the Wife and vested absolutely in the Husband. The Husband shall be solely responsible for the mortgage owing on said property and shall hold Wife harmless from any obligation thereon.

3. The Wife owns a one-half (1/2) interest in a lot located on 28th Avenue, North, Nashville, Tennessee. The husband hereby waives any right to said property.

4. The Wife shall be awarded title to and possession of a 1977 Cadillac Coup de Ville and shall hold Husband harmless from any indebtedness owing on said automobile.

5. The Husband shall be awarded title to and possession of the following automobiles: 1971 Chevrolet pick-up truck; 1967 Chevrolet truck; 1974 Buick Regal and a 1967 Ford Mustang.

6. The Husband shall be awarded title to and possession of a 14-foot aluminum boat, motor and trailer.

7. The Wife shall be awarded title to and possession of all of the household furnishings owned by the parties with the exception of the following items which shall become the sole and absolute property of the Husband: 19-inch Sears television set; one king size, gold leaf bed; buffet, black love seat; gold leather chair; gold fabric wingback chair and the coffee table with glass top.

8. The Husband shall be awarded all of the masonry equipment and supplies, including blocks, bricks and stones.

9. In agreeing to and making a settlement and division of property, it is contemplated and understood that it may be necessary or required that certain instruments or documents, such as deeds, bills of sale, transfers of shares of stock, transfers of title to automobiles, or other instruments be executed, and the parties agree to execute such instruments that may reasonably be required to give full force and effect to provisions of this agreement. Each party further agrees that all interest in property so transferred will be released, and the party receiving such interest will have and hold same free and clear of any claims or interest of the other.

IN WITNESS WHEREOF, the parties stipulate and agree that each has read this instrument, is familiar with the contents, understands same, and agrees to the terms hereof, and as evidence thereof, the parties have executed this agreement on the 16th day of May, 1983.

s/Bobbie Jean Ellis
BOBBIE JEAN ELLIS

s/Eddie Ellis, Jr.
EDDIE ELLIS, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and forsaid County and State, the within named BOBBIE JEAN ELLIS, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Property Settlement Agreement for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 16th day of May, 1983.

s/Shay Garland
NOTARY PUBLIC

My commission expires: 10/15/83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named EDDIE ELLIS, JR., with whom I am personally acquainted, and who acknowledged that he executed the foregoing Property Settlement Agreement for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 16th day of May, 1983.

s/Shay Garland
NOTARY PUBLIC

My commission expires: 10/15/83

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the complainant, BOBBIE JEAN ELLIS, be and is hereby granted an absolute divorce from the defendant, EDDIE ELLIS, JR., and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court hereby affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and that same is hereby ratified and affirmed and made an order of this Court.

The costs of this cause are taxed against the defendant, for which execution may issue, if necessary.

ENTER: This 16th day of August, 1983.

JUDGE

APPROVED FOR ENTRY:

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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Final Decree has been mailed to the defendant, Eddie Ellis, Jr., 3824 Edwards Avenue, Nashville, Tennessee 37216, on this the 1ST day of August, 1983.

Charles F. Frazier
CHARLES F. FRAZIER

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DAVIDSON COUNTY, TN

IDENTIF. 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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Bobbie Jean Ellis *Plaintiff, and* Eddiw Ellis, 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* 5th *day of* September *in the year one thousand nine hundred and* eighty-four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117