IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1985 MAR 24 PM 2:21

GEORGE L. ACKERMAN, CLERK

BOOK 6866 PAGE 907

ELEASE W. JOLLEY]
K Langford
VS.] NO. 85D-3329
CORNELIUS V. JOLLEY, III]

Map 59-4
Par 035

FINAL DECREE

This cause came on to be heard on the 24th day of March, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson Couunty, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; upon the Property Settlement Agreement, which provides for custody and support of the parties' minor child&ren, the division of the parties' respective rights and interests in all jointly-owned property, and apportionment of the parties' debts; and upon all the pleadings, from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Property Settlement Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts, and makes adequate and sufficient provision for the support of the parties' minor children, and should be approved; and that the ninety day waiting period as required by law has elapsed;

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, ELEASE W. JOLLEY, be and is hereby awarded an absolute divorce from the Defendant, that she is hereby restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony existing between the parties are perpetually dissolved;

The original Property Settlement Agreement is hereby approved by the Court and each and every provision of said Agreement is hereby made the Decree of the Court as is copied verbatim herein:

COPY

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ELEASE W. JOLLEY]
]
VS.] NO. 85D-3329
]
CORNELIUS V. JOLLEY, III]

BOOK 6866 PAGE 908

PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

WHEREAS, there is presently pending in this Court under docket number 85D-3329, a Complaint for absolute divorce filed by ELEASE W. JOLLEY, hereinafter referred to as "WIFE", and against CORNELIUS V. JOLLEY, III, hereinafter referred to as "HUSBAND", and

WHEREAS, both parties have suffered certain irreconcilable differences in their marriage, and are living separate and apart, and it appears that there is no hope for reconciliation, and

WHEREAS, the parties desire to enter into a Property Settlement and Child Custody Agreement, not out of levity nor by collusion, but to settle and adjudicate all property matters of the parties, and to tender the same to the Court in the event a divorce is granted to either party in this cause, and

WHEREAS, both parties are aware of their possessions and obligations, one to the other, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action is concerned, and are represented by separate counsel in this cause,

NOW THEREFORE, for and in consideration of the premises hereinabove stated and other good and valuable consideration, the parties do agree as follows:

1. PERSONAL PROPERTY. The parties have agreed to a satisfactory division of their personal property and household furnishings. The WIFE shall retain as her sole and separate property, free from all claims of the HUSBAND, all household goods and furnishings except for the following items which shall be the property of the HUSBAND:

19" Color Television
Pioneer Stereo System
Bedroom Set (Parent's bedroom)
Flat silver and china
All his personal items (tools, guns)
VCR

Freezer
Furniture in Adult den (sofa, loveseat & chair only).

The HUSBAND shall retain those items free and clear of any claim of the WIFE.

2. VEHICLES. WIFE shall retain as her sole and separate property, free from all claims of the HUSBAND, the 1985 Ninety-Eight Regency automobile and the Kawasaki motorcycle. The HUSBAND shall retain as his sole and separate property, free from all claims of the WIFE, all remaining vehicles and the WIFE shall assume sole and separate responsibility for payment of the debt secured by her vehicles.

3. DEBTS. The HUSBAND assumes sole and separate responsibility for the following debts and agrees to hold the WIFE harmless from liability therefor:

Cain Sloan	acct no.	130-8794-5F
Castner Knott		246-6866-447

The WIFE assumes sole and separate responsibility for the following debts and agrees to hold the HUSBAND harmless from liability therefor:

J.C. Penney	acct no.	166-577-081-2-2
Ray Batts (GECC)		C881-0491-1-71729
Lowe's		812-0243-916466-2
Visa (Leader Federal)		4316-180-560-175
Cain Sloan		150-0761-0F
Blazer Finance		626959-7
Amoco Oil Co.		3046-011280-7704
Citizens Bank of Fayette		19514
Meharry Dental Group		
Third National Bank		091-41-1212-136707
Sears		6-90590-98098-1

Further, each party agrees to pay his or her other individual debts and hold the other party harmless from liability therefor.

4. ATTORNEY'S FEES. Each party agrees to pay their own attorneys fees.

5. COURT COSTS. The WIFE shall pay all court costs.

6. CUSTODY. Custody of the parties' minor children, EVERETT DONEL JOLLEY, age 14 years, and KEALISHA ELEASE JOLLEY, age 6 years, and CORNELIUS V. JOLLEY, IV, age 3 years, shall be vested in WIFE. The HUSBAND shall have visitation every other weekend, and one month's visitation during the summer.

7. CHILD SUPPORT. The HUSBAND shall pay directly to the WIFE child support of $500.00 per month payable in one (1) installment on the 10th day of each month without reduction or

pro-ration (unless modified by an Order of an appropriate court) until the youngest child attains the age of eighteen (18) years or graduates from high school with his or her original class, whichever event shall last occur.

8. MEDICAL EXPENSES. The HUSBAND shall maintain medical and accident insurance on the minor children. HUSBAND and WIFE shall each pay one-half of all medical, dental or optical expenses incurred on the minor children.

9. REAL ESTATE. The parties own as tenants by the entirety a house and lot situated at 713 Roman Drive, Nashville, Tennessee being of record in the Registers Office for Davidson County, Tennessee, at Book 5351 and Page 674 and more fully described as follows:

LAND in Davidson County, Tennessee, being Lot No. 59 on the Plan of Ewing Valley Subdivision, Section 2, as of record in Book 4300, page 184, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description,

BEING the same property conveyed to John M. Hahn, Trustee, by deed from Ewing Valley, Inc., of record in Book 5243, page 844, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Cornelius V. Jolley and wife Elise Wright Jolley, by John M. Hahn, Trustee, of record in book 5351, page 674, Register's Office for Davidson County, Tennessee.

All right, title and interest in and to said property is vested out of the HUSBAND and vested solely in the WIFE. The WIFE hereby grants a lien against said property in favor of the HUSBAND in the sum of Eleven Thousand Five Hundred ($11,500.00) Dollars, which represents HUSBAND'S equitable interest in said property at the time of this Agreement. Any execution on said lien shall be stayed, however, until the 18th birthday of the youngest child of the parties, upon the WIFE's re-marriage or (cohabitation) or until the house is sold. The WIFE assumes sole and separate responsibility for payment of all indebtedness on said

property and agrees to hold the HUSBAND harmless from any liability therefor. The HUSBAND agrees to execute a quitclaim deed to the WIFE within thirty (30) days of the date a divorce is granted in this cause.

THIS IS A FULL, FINAL AND COMPLETE settlement, adjudicating all the rights of the respective parties hereto. The parties agree in signing their names hereto to also sign any and all instruments, titles or other documents necessary to carry out the full purpose and intent of this Agreement.

The parties acknowledge that they have each read this Agreement in its entirety and are signing it freely and voluntarily and without duress or coercion on the date written below.

2/20/86
DATE

Elease W. Jolley
ELEASE W. JOLLEY

3-7-86
DATE

Cornelius V. Jolley III
CORNELIUS V. JOLLEY, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 20 day of February, 1986, personally appeared before me ELEASE W. JOLLEY, to me known to be the person described herein as the WIFE, who made oath that she executed the foregoing Agreement and acknowledged that she did so as her own free act and deed.

Karen Cain
NOTARY PUBLIC

MY COMMISSION EXPIRES:

1/10/89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 7th day of March, 1986, personally appeared before me CORNELIUS V. JOLLEY, III, to me known to be the person described herein as the HUSBAND who made oath that he executed the foregoing Agreement and acknowledged that he did so as his own free act and deed.

Rebecca A. Fowler
NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 27, 1989

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the Defendant, CORNELIUS V. JOLLEY, III, whose current address is 1266 North Sixth Street, Nashville, Tennessee 37207, shall pay directly to the Plaintiff, ELEASE W. JOLLEY, whose current address is 713 Roman Drive, Nashville, TN 37207, the sum of $500.00 per month, payable in one installment on the 10th day of each month, as child support for the parties' minor children, and unless specifically ordered by this Court, such support shall not be reduced nor prorated.

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause, be and are hereby taxed against the Plaintiff.

It is finally ORDERED that execution may issue to enforce any of the provisions of this Decree.

Entered this 24th day of March, 1986.

Russell Robinson
JUDGE

APPROVED FOR ENTRY:

Karen Cain
KAREN CAIN
Attorney for Plaintiff
Third Floor - Realtors Building
306 Gay Street
Nashville, TN 37201
(615) 256-2806

- CERTIFICATE OF SERVICE

I hereby certify that I mailed a true and exact copy of the foregoing Final Decree to Mr. William Porter, Attorney for Defendant, at 213 Third Avenue, North, Nashville, TN 37201 on this 24 day of March, 1986.

Karen Cain
KAREN CAIN

BOOK 6866 PAGE 914

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IDENTIFIED REFERENCE

MAY 23 3 23 PM '86

DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

I, **GEORGE L. ROOKER**, *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* 24th *day of* March, 19 86, *in Case Number* 85D-3329 *between* Elease W. Jolley *Plaintiff, and* Cornelius V. Jolley, III *Defendant, as same remains of record in Book* 151C, *Page* 1924 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 23rd *day of* May *in the year one thousand nine hundred and* eighty-six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Karen Rooker, *D.C.*

Form #GR-117