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1981 OCT 23 AM 10:34
GEORGE L. ...
D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 6911 PAGE 956

GLADYS LOUISE SUMMERS]

-vs-] NO. 81D-1344

LEO RONALD SUMMERS]

FINAL DECREE

This cause came on to be heard on the 13th day of October, 1981 before the Honorable Harry S. Lester, Judge, upon the original complaint for absolute divorce, answer filed by the defendant, subsequent agreement of the parties to allow this matter to be tried as a non-contested divorce, submission to the Court for approval of the terms of a property settlement agreement, testimony of the complainant, statement of counsel and from the entire record in this cause. From all of which it appears to the Court that irreconcilable differences exist between the parties pursuant to T.C.A. §36-801, et seq., as amended 1977. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Gladys Louise Summers, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the children born of this marriage and for the equitable settlement of any property rights between the parties, which agreement is incorporated as follows:

5058 7/23 15.31 CASH

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Second Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by GLADYS LOUISE SUMMERS, hereinafter referred to as "Wife" against LEO RONALD SUMMERS, hereinafter referred to as "Husband", under Docket No. 81D-1344, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

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

1. That Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. Both Husband and Wife acknowledge that this Agreement shall be binding upon the parties, their heirs, executors and assigns and that this Agreement will not be modified by oral agreement or parole evidence.

3. The absolute care, custody and control of the three minor children of the parties, to-wit: Leo Ronald Summers, Jr., Karen Denise Summers and Chelsey Niccole Summers, shall be awarded to the Wife, with reasonable visitation privileges reserved to the Husband.

4. The house and lot of the parties located at 1805 Hughes Street, Nashville, Davidson County, Tennessee, shall be owned by the parties as tenants in common, each party owning an one-half undivided interest therein; however, Wife shall have the exclusive right to occupy the home until such time as she dies, remarries or the youngest child attains the age of eighteen (18) years, whichever is the first event to occur. Pending the sale of the home, Wife shall be responsible for payment of the monthly house note and shall hold Husband harmless and indemnify him from any liability thereon.

5. Husband agrees to pay the sum of $356.00 per month for the support and maintenance of the minor children, said payments to be made directly to the Wife.

6. All right, title and interest which the Husband has in and to the 1979 Mercury automobile shall be divested out of him and the sole and exclusive ownership in said property shall be vested in the Wife and she shall be responsible for paying the balance of indebtedness thereon and shall hold Husband harmless on said obligation.

7. All the household furniture and furnishings shall be awarded to the Wife. Husband shall receive his clothing, personal wearing apparel and the 1967 Cougar automobile.

8. All right, title and interest which the Husband has in and to the two lots of the parties located on Mead Street, Nashville, Davidson County, Tennessee, more specifically described as follows:

Being Lots Nos. 7 and 8 on the E. C. Scruggs Subdivision of Brooklyn Heights as recorded in Book 332, page 140, Register's Office, Davidson County, Tennessee, said Lots 7 and 8 front 40 ft. each on the northerly side of Meade Street and run back northerly between parallel lines 140 ft. to an alley.

Being the same property conveyed to Leo R. Summers and wife, Gladys L. Summers, by deed from Annie Bell Hynes Davis, of record in Book 4636, page 747, Register's Office for Davidson County, Tennessee

Map and Parcel - 71-5 152

shall be divested out of him and the sole and exclusive ownership in said lots shall be vested in the Wife.

9. Husband's solicitor of record, Robert L. Jackson, shall be awarded a judgment for attorney fee in the sum of $500.00 which judgment shall constitute a lien against the aforementioned described parcels of real property which are awarded to Wife, it being understood that this judgment lien is in lieu of any interest that Husband has in and to said lots.

10. Husband agrees to pay the final court costs.

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof and that

they have signed same voluntarily.

WITNESS OUR HANDS, this 17th day of October, 1981 as to the Wife, and the 16 day of Oct, 1981 as to the Husband.

Gladys L. Summers
WIFE

Leo R Summers
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named GLADYS LOUISE SUMMERS, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 18th day of October, 1981.

Ronald Rhoads
NOTARY PUBLIC

My C. E. 10-17-81

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named LEO RONALD SUMMERS, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 16 day of Oct, 1981.

J. Pam Yates
NOTARY PUBLIC

My C. E. 1-15-83

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

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JUDGE

APPROVED:

Sol. for Complainant

Sol. for Defendant

RUSH

IDENTIFICATION REFERENCE 18579

JUL 9 12 20 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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* Second *Circuit Court for Davidson County, Tennessee, on the* Twenty-Third *day of* October, *19*81, *in Case Number* 81D-1344 *between* Gladys Louise Summers *Plaintiff, and* Leo Ronald Summers *Defendant, as same remains of record in Book* 123C, *Page* 2621 *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* 9th *day of* July *in the year one thousand nine hundred and* Eighty-Six *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Laary, *D.C.*

Form #GR-117