IN THE CIRCUIT COURT FOR TROUSDALE COUNTY, TENNESSEE,

AT HARTSVILLE

HAROLD E. SULLINS,

Plaintiff and
Counter-Defendant.

VS. Civil Action No. 2584

BETTY M. SULLINS,

Defendant and
Counter-Plaintiff.

FINAL JUDGMENT

This cause came on to be heard on January 26, 1987, before the Honorable ~~Bobby Capers~~ C.K. Smith, Special, Circuit Judge, upon the original complaint for divorce, the answer and counter-complaint of the defendant, the answer of the plaintiff/counter-defendant thereto, the evidence presented before the court, and upon the entire record in the case, from all of which it appears to the court that irreconcilable differences have developed between the parties, the complaint has been filed more than sixty (60) days, there are no minor children, and that the defendant/counter-plaintiff is entitled to an absolute divorce from the plaintiff/counter-defendant.

It is, accordingly, ORDERED and ADJUDGED by that court that the bonds of matrimony now subsisting between the defendant/counter-plaintiff, BETTY M. SULLINS, and the plaintiff/counter-defendant, HAROLD E. SULLINS, be, and they are hereby absolutely and perpetually dissolved, and the said parties are restored to all the rights and privileges of single persons.

It further appears to the court that the parties have entered into a property settlement agreement, which equitably divides and settles the various property rights of the parties and is in words and figures, as follows:

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
JAN 30 10 10 AM '87
IDENTIFICATION REFERENCE
8 8 6 6 1

PROPERTY SETTLEMENT, ETC. AGREEMENT

THIS AGREEMENT this day made and entered into on this the 26th day of January, 1987, by and between BETTY M. SULLINS, a resident of 631 Restview, Smithville, DeKalb County, TN 37166, hereinafter referred to as "wife," and HAROLD E. SULLINS, a resident of Route # 3, Bethpage, Trousdale County, TN hereinafter referred to as the "husband;"

WITNESSETH:

WHEREAS, the parties were married in Davidson County, Tennessee, on May 5, 1956; and,

WHEREAS, four children have been born to this union, all of whom are emanicipated; and,

WHEREAS, the parties desire to amicably settle the questions as to marital property rights, alimony, and any and all other financial matters existing between them; and,

WHEREAS, the parties acknowledge that there is now pending in the Circuit Court for Trousdale County, Tennessee, at Hartsville, the case of HAROLD E. SULLINS V. BETTY M. SULLINS, Civil Action No. 2584, and that this agreement is entered into for the purpose of settling any and all property rights to be adjudicated in said cause, together with alimony.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants of the parties hereto as set forth herein, the husband and wife agree, as follows:

REAL PROPERTY:

1. The parties own a residence located at 511 Norton Avenue, Nashville, Davidson County, Tennessee, which has some indebtedness owing on it and has a Federal Tax Lien; a one-half interest in a farm at Bethpage in which there is little equity; and were the owners of property located on Joy Circle in Nashville, Davidson County, Tennessee, which is the subject of litigation at this time.

2. The husband shall pay to the wife the sum of Twelve Thousand Dollars ($12,000) in cash within six (6) months from date, and the wife will convey to the husband all of her right, title, estate and interest in and to the property located at 511 Norton Avenue, Nashville, Tennessee, and the property located at Bethpage, Trousdale County, Tennessee, with the husband assuming and paying all of the indebtednesses owing against said property.

3. The wife shall have a lien against the property located at 511 Norton Avenue, Nashville, Davidson County, Tennessee, further described as Lot No. 128, Section 1, Joywood Heights, to secure the payment of said $12,000.

4. The parties are also the owners of four grave lots or sites in the Gordonsville Cemetery, and the wife shall receive as her sole and separate property one grave lot and the husband shall receive as his sole and separate property the other three (3) lots.

5. The wife shall receive one-half (1/2) of any judgment or recovery as a result of the litigation concerning the property located at Joy Circle, Nashville, Tennessee, after the payment of costs of litigation and attorney's fees.

PERSONAL PROPERTY:

6. The parties own the usual household goods, appliances and furnishings, tools, vehicles, etc.

7. The wife shall receive as her sole and separate property all of the household goods, appliances and furnishings, as well as all of her personalty which may now be in either the residence located at 511 Norton Avenue, Nashville, or at Bethpage, Tennessee, and shall have six (6) months from and after this date in which to remove said appliances, furnishings and personalty.

8. The husband shall receive as his sole and separate property the vehicles, farm animals and any other personalty.

ALIMONY:

9. The husband shall pay to the wife the sum of Fifty Dollars ($50.00) per week as alimony in futuro. In addition, the husband shall pay for any and all future medicines prescribed for the wife.

OTHER INDEBTEDNESS:

10. The husband shall pay the approximately $800 owing to Dr. Stephen T. Ticaric and/or Memorial Hospital at Madison, Tennessee, for services rendered to the wife.

11. Any other indebtedness owing by the parties shall be paid by the husband.

12. Each party shall be responsible for paying his/her attorney's fee, and the costs of the divorce proceeding shall be paid by the husband.

GENERAL PROVISIONS:

13. All future acquisitions, income and earnings of each party shall be his or her sole and separate property.

14. Any and all obligations not hereinbefore referenced contracted by either of the parties subsequent to their separation shall be and are hereby acknowledged as the separate obligation of the party incurring the same.

15. The parties agree to execute all necessary documents to carry this agreement into effect.

16. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as herein provided. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other party's property, including, without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provied by the terms of this agreement. This agreement applies to all property owned by the wife or husband, individually or jointly, or any property that either of them may acquire in the future.

17. In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees incurred in prosecuting the action.

18. This agreement is made and entered into freely and voluntarily by both parties, each party being free from any duress or influence on the part of the other, and each party having had the opportunity to seek counsel.

19. This agreement may be altered, amended, or cancelled only by instrument in writing signed by each of the parties.

IN WITNESS WHEREOF, the parties hereunto set their hands, in triplicate, the day and year first above written.

Betty M. Sullins
WIFE

Harold Sullins
HUSBAND

STATE OF TENNESSEE

COUNTY OF TROUSDALE

Personally appeared before me, the undersigned authority, Notary Public in and for the aforesaid state and county, BETTY M. SULLINS, wife, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged to me that she executed the within and foregoing instrument for the purposes therein contained.

WITNESS my hand and seal of office in Hartsville, Tennessee, on this the 26th day of January, 1987.

Hazel Deering
NOTARY PUBLIC

My comm. expires: 4-21-87

STATE OF TENNESSEE

COUNTY OF TROUSDALE

Personally appeared before me, the undersigned authority, Notary Public in and for the aforesaid state and county, HAROLD E. SULLINS, husband, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged to me that he executed the within and foregoing instrument for the purposes therein contained.

WITNESS my hand and seal of office in Hartsville, Tennessee, on this the 26th day of January, 1987.

Hazel Deering
NOTARY PUBLIC

My comm. expires: 4-21-87

It further appears to the court that said agreement should be, and the same is hereby, made the order and judgment of this court, and the parties are hereby directed to comply with the terms thereof.

It is further ORDERED and ADJUDGED that the plaintiff/counter-defendant, HAROLD E. SULLINS, shall pay the costs of this cause, for which execution may issue, if necessary.

E N T E R this the 26th day of January, 1987.

C.K. Smith.
~~BARRY CAPERS~~
special CIRCUIT JUDGE

Approved for entry:

KELLY & JONES

By: _____
William P. Jones
Attorneys for the Plaintiff/
Counter-Defendant, Harold E. Sullins
629 East Main Street
Hendersonville, TN 37075

Sue N. Puckett-Jernigan
SUE N. PUCKETT-JERNIGAN
Attorney for Defendant/
Counter-Plaintiff, Betty M. Sullins
312 West Broad Street
Smithville, TN 37166

Mail

FILED
1-26 1987 11:00 A/M o'clock
CLERK
Linda Bennett
DEPUTY CLERK

I, MORRIS CROWDER, Clerk of the Morris Crowder
Court for [illegible] do hereby
certify that [illegible]
copy of [illegible]
record in [illegible]
have hereunto [illegible]
of said court [illegible]
Hartsville, [illegible] 26
1987

Clerk
Linda Bennett