6-9-76
100cl 1649

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

M-150-5
P. 163 ttl

RONALD J. PARNELL,)
)
Plaintiff,)
)
Vs.) No. 81523
)
PHYLLIS Y. PARNELL,)
)
Defendant.)

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FINAL DECREE

This cause came on to be heard on the 24th day of May, 1976, before the Honorable Benson Trimble, Judge, upon the complaint for divorce, which was personally served upon the defendant on January 11, 1976; the answer of the defendant, the cross-bill of the defendant having been dismissed; interrogatories of the plaintiff, Ronald J. Parnell, submitted by the plaintiff to the court, interrogatories of the witness, David Wood, submitted to the court by the plaintiff, and interrogatories of the witness, Don Chapman, submitted to the court by the plaintiff, in support of the allegations of the complaint; and the entire record, from all of which the court is of the opinion that the allegations contained in the complaint are sustained, that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct toward the complainant as renders further cohabitation unsafe and improper, and that the complaint for divorce should be sustained;

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Ronald J. Parnell, be and he is hereby granted an absolute divorce from the defendant, Phyllis Y. Parnell, and that the bonds of matrimony heretofore subsisting between the parties be and they are hereby dissolved;

And it further appearing to the court that the parties, prior to the hearing, have entered into an agreement settling their respective property rights, which agreement is in words and figures as follows:

A G R E E M E N T

This agreement made and entered into this _____ day of _____, 1976, by and between PHYLLIS Y. PARNELL, hereinafter referred to as "Wife", and RONALD J. PARNELL, hereinafter referred to as "Husband."

WHEREAS, the parties hereto are Husband and Wife, having married at Charlotte, North Carolina, on August 8, 1970; and

WHEREAS, the parties are separated from each other and are living apart, with the Husband living at 420 Welshwood Drive, Apartment E-90, Nashville, Tennessee, and the Wife continuing to reside at 2924 Edgemoor Drive, Nashville, Tennessee, which was the residence of the parties at the time of separation; and

WHEREAS, there appears to be no chance of reconciliation of the parties, and they desire to settle all their property rights by mutual agreement; and

WHEREAS, the Husband has filed a suit for divorce in the Circuit Court of Davidson County, Tennessee, which is presently pending; and

WHEREAS, the parties are the owners of a certain tract or parcel of real property at 2924 Edgemoor Drive, Nashville, Tennessee, and also certain personal property and personal effects; and

WHEREAS, the parties have agreed upon an equitable division of said property, as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants herein made, the parties agree that:

1. The parties agree that following any divorce granted to either of the parties, the Husband will transfer and convey to the Wife all his right, title and interest in and to the real property at 2924 Edgemoor Drive, Nashville, Tennessee, which was the former home of the parties and in which the Wife now resides, subject to the mortgage thereon. In consideration thereof, the Wife agrees to pay to the Husband on or before December 1, 1976, a sum in the amount of $4,000.00.

2. The parties have divided to their mutual satisfaction all of their personal property and personal effects and agree that said division is satisfactory to both parties. Further, the Husband agrees to transfer to the Wife following the divorce all his right, title and interest in and to the 1973 Corvette, presently held jointly.

3. Immediately following any divorce granted to either party, the Husband agrees to pay to the law firm of Barksdale, Whalley, Gilbert and Frank the sum of $300.00 as their reasonable attorney's fee for the representation of the Wife in connection with the settlement and with the divorce suit filed by the Husband, it being understood that the Husband shall not be responsible for any other attorney's fees for the Wife in this connection.

4. Each of the parties shall from time to time, at the request of the other, execute, acknowledge and deliver to the other any and all further instruments which may be reasonably required to give full force and effect to the provisions of this agreement.

5. The provisions of this agreement and their legal effect have been fully explained to the parties by their respective counsel, and each party acknowledges that the agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence.

6. The parties agree that this agreement and the payments, transfers of property and other acts in execution and furtherance hereof, shall operate to relinquish, surrender and discharge the respective marital rights of the Husband and the Wife and all rights which either may have in the estates and properties of the other, present and future, and the Wife hereby agrees to accept the property herein designated to be conveyed and given to her, in complete satisfaction of all of her rights of alimony and support against the Husband, both present and future, and the parties agree that any decree of divorce may and shall so provide.

7. Each party hereto reserves the right to seek a divorce in a court of competent jurisdiction or present any defenses that he or she may have thereto, but it is agreed and understood that any decree of divorce granted to either of the parties hereto shall incorporate therein this agreement and the terms and provisions thereof, which shall remain fully binding upon the parties and shall constitute a full, final and complete settlement of their property rights between them.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written.

PHYLLIS Y. PARNELL

RONALD J. PARNELL

It is further, ORDERED, ADJUDGED and DECREED that the foregoing agreement of the parties is in all things hereby confirmed and approved by the court, and is adopted as a part of this final decree; and further, it is ORDERED that the costs be assessed to the plaintiff.

ENTERED THIS 9 DAY OF JUNE, 1976.

JUDGE

APPROVED FOR ENTRY:

GULLETT, STEELE, SANFORD,
ROBINSON & MERRITT

By Jean Nelson Beckner
Jean Nelson Beckner

Attorneys for the Plaintiff

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing final order has been mailed to counsel for the defendant, R. David Ludwick.

Jean Nelson Beckner
Jean Nelson Beckner

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IDENTIFICATION REFERENCE

JUN 3 [illegible] '87

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* Ninth *day of* June, *19* 76, *in Case Number* 81523 *between* Ronald J. Parnell *Plaintiff, and* Phyllis Y. Parnell *Defendant, as same remains of record in Book* 1004, *Page* 1649 *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* 3rd *day of* June *in the year one thousand nine hundred and* Eighty-Seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117