FLORENCE SANDERS ALLEY

VS. NO. 79008

ERNEST LEMUEL ALLEY

IN THE THIRD CIRCUIT COURT FOR

DAVIDSON COUNTY, TENNESSEE

Par. 37

BOOK 7774 PAGE 657

9/15-75
1084/659

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 20th day of August, 1975, before the Honorable Robert L. Jackson, Special Judge, upon the original complaint of the plaintiff, personal service of process upon the defendant, the default judgment heretofore entered, the DECLARATION OF MARITAL RIGHTS AND PROPERTY SETTLEMENT entered into by and between the parties on the ____ day of _____, 1971, and the AMENDMENT TO DECLARATION OF MARITAL RIGHTS AND PROPERTY SETTLEMENT entered into by and between the parties on the 13th day of August, 1975, and the entire record in the cause. From all of the foregoing, the Court is of the opinion that the plaintiff has adequately proved her grounds for divorce, namely, that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as renders cohabitation unsafe and improper. It further appears to the Court that the DECLARATION OF MARITAL RIGHTS AND PROPERTY SETTLEMENT, as amended, constitutes a fair and reasonable settlement of the rights of the parties, and should be approved and made the decree of this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff be, and she is hereby, awarded an absolute divorce from the defendant. The bonds of matrimony previously subsisting between the parties are absolutely and perpetually dissolved, and they are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following agreements be, and they are hereby, approved by the Court and incorporated in this decree:

"DECLARATION OF MARITAL RIGHTS AND PROPERTY SETTLEMENT

WHEREAS, the parties, Ernest Lemuel Alley and Florence Travis Alley, have experienced marital difficulties during the year 1970, resulting in the filing of a divorce bill by Ernest Lemuel Alley; and

WHEREAS, Florence Travis Alley has answered said divorce bill and filed a cross-bill which was answered by Ernest Lemuel Alley; and

WHEREAS, the parties desire to effect a reconciliation; and

WHEREAS, the parties are in agreement as to the property rights of the parties in the marital estate and to effect such property settlement, do hereby declare that the following shall be a full and complete settlement of the property rights between the parties in the event that the divorce action, being No. 60,678 in the Probate Court for Davidson County, Tennessee, is pursued or in the event that the parties do completely effect their reconciliation

and live in harmony in the future. This agreement shall be binding between the parties from this day forward and may be entered in Court by either of the parties at any time in this action or in any future action by either of the parties against the other, but shall in no wise be considered in the event of the death of either of the parties prior to a dissolution of the marriage of the parties.

NOW, THEREFORE, IT IS HEREBY AGREED that in the event of the foregoing dissolution of the marriage, the said Ernest Lemuel Alley shall pay to the said Florence Travis Alley the sum of FIVE THOUSAND DOLLARS ($5,000.00) in cash, together with all of the household furnishings situated at the home place of the parties, excluding any and all personal items, yard and garden equipment and tools and one bedroom suite and bedroom furnishings. All curtains, drapes and blinds shall become the property of Ernest Lemuel Alley. The said Florence Travis Alley, in recognition of the fact that the said Ernest Lemuel Alley paid $10,000.00 down on the home place situated at 478 Broadwell Drive, Nashville, Davidson County, Tennessee, subject to the mortgage thereon, is the exclusive property of Ernest Lemuel Alley, and further, that any and all other real property owned by the said Ernest Lemuel Alley is the exclusive property and she shall neither have nor claim any interest in same. The personal automobiles of each of the parties shall be theirs exclusively, with no claim by either as to an interest therein. The said Florence Travis Alley waives any right to alimony or child support, recognizing that the only child they have is a child by a former marriage. In the event of further litigation, this agreement does not waive the right of Florence Travis Alley to support, pending the termination of litigation in the event the Court shall deem her entitled to same by reason of her illness or inability to work. However, in the event that the said Florence Travis Alley, during the pendency of litigation, is working and earning her own living, she will not apply for alimony pendente lite.

The parties hereto recognize that they were both mature individuals at the time of the marriage and that the said Ernest Lemuel Alley, having remained a bachelor until maturity years, brought into the marriage the great majority of the marital estate and that during the marriage, the said Florence Travis Alley has used her own personal earnings for her own needs, leaving the majority of the household expenses to be paid by the said Ernest Lemuel Alley, a unique but workable arrangement.

Each of the parties hereto fully realize that this is a declaration of their rights, freely entered into and that same may be entered at any time in any litigation of the marital rights of the parties.

THIS declaration entered into by and between Ernest Lemuel Alley and Florence Travis Alley this the _____ day of _____, 1971.

_____
ERNEST LEMUEL ALLEY

_____
FLORENCE TRAVIS ALLEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said county and state, the above named ERNEST LEMUEL ALLEY, who acknowledged before me that he has read the foregoing instrument and that he has executed the foregoing instrument

for the purposes contained therein.

SWORN TO AND SUBSCRIBED before me this the ____ day of _____, 1971.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said county and state, the above named FLORENCE TRAVIS ALLEY, who acknowledged before me that she has read the foregoing instrument and that she has executed the foregoing instrument for the purposes contained therein.

SWORN TO AND SUBSCRIBED before me this the ____ day of _____, 1971.

NOTARY PUBLIC

MY COMMISSION EXPIRES:"

"AMENDMENT TO

DECLARATION OF MARITAL RIGHTS AND PROPERTY SETTLEMENT

WHEREAS, the parties, Ernest Lemuel Alley and Florence Travis Alley, have heretofore entered into a declaration of marital rights and property settlement in 1971; and

WHEREAS, there is presently pending in the Third Circuit Court for Davidson County, Tennessee, a divorce action under the style of Florence Sanders Alley vs. Ernest Lemuel Alley, Docket No. 79008; and

WHEREAS, it is the desire of the parties to amend and supplement the earlier declaration of marital rights and property settlement,

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Mr. Alley will pay to Mrs. Alley the sum of $150.00 for her interest in the Kitchen Aid dishwasher.

2. Mr. Alley will keep all carpets and drapes which have been added to the residence at 478 Broadwell Drive, Nashville, Davidson County, Tennessee, since the execution of the original agreement, without the necessity of making any compensation to Mrs. Alley for her contribution to these items.

3. Mr. Alley will pay to Mrs. Alley the sum of $179.00 as compensation for the recently installed automatic garage door opener.

4. The sum of $5,000.00 in cash, as required by the original agreement to be paid by Mr. Alley to Mrs. Alley, shall be paid at the time of the final hearing on the divorce.

5. Mrs. Alley shall vacate the premises at 478 Broadwell Drive, Nashville, Tennessee, by August 31st, 1975, and earlier if possible. Mr. Alley shall be entitled to be present upon the premises at the time that the household furnishings are removed by Mrs. Alley.

6. In consideration of this supplemental agreement, Mr. Alley is taking no action to file an answer to the complaint for divorce,

although he does not admit the allegations thereof. Except as amended or supplemented herein, the provisions of the original declaration of marital rights and property settlement remain in full force and effect.

EXECUTED at Nashville, Tennessee, this 13th day of August, 1975.

s/ Florence Alley

s/ Ernest Lemuel Alley

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said County and State, the above named ERNEST LEMUEL ALLEY, who acknowledged before me that he has read the foregoing instrument and that he has executed the foregoing instrument for the purposes contained therein.

SWORN TO AND SUBSCRIBED before me this the 13th day of August, 1975.

s/ G. Venita Axley
NOTARY PUBLIC

My Commission Expires: Oct. 31, 1978

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said County and State, the above named FLORENCE TRAVIS ALLEY, who acknowledged before me that she has read the foregoing instrument and that she has executed the foregoing instrument for the purposes contained therein.

SWORN TO AND SUBSCRIBED before me this the 5th day of August, 1975.

s/ George H. Cate, Jr.
NOTARY PUBLIC

My Commission Expires: 1-26-77"

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant pay the costs of this cause, for which execution may issue if necessary.

Robert L. Jackson
SPECIAL JUDGE

Enter This 15 Day of Sept., 1975

APPROVED FOR ENTRY:

George H. Cate Jr.
Attorney for Plaintiff

CERTIFICATE

George H. Cate, Jr., Attorney for plaintiff, hereby certifies that a copy of the foregoing Decree has been mailed, postage prepaid, to the Honorable William C. Wilson, Attorney at Law, 308 Cavalier Building, 95 White Bridge Road, Nashville, Tennessee 37205, this 26th day of August, 1975.

George H. Cate Jr.
George H. Cate, Jr.

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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* Third *Circuit Court for Davidson County, Tennessee, on the* 20th *day of* August, *19* 75, *in Case Number* 79008 *between* Florence Sanders Alley *Plaintiff, and* Ernest Lemuil Alley *Defendant, as same remains of record in Book* 108A, *Page* 659 *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* 17th *day of* February *in the year one thousand nine hundred and* 89 *and in the* 213 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

*By*_____, *D.C.*

Form #GR-117