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BOOK 7796 PAGE 272

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KENNETH RAY SULLIVAN,
Plaintiff

VS.

LINDA ANNE SULLIVAN,
Defendant

NO. 85D-3524

MAP+ PARCEL: 128-10-97

FINAL DECREE

This cause came on to be heard on this the 24th day of February, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Plaintiff's original petition for absolute divorce, the testimony of Plaintiff, the notarized Property Settlement Agreement tendered to the Court and upon the entire record herein, from all of which, the Court finds that the allegations of the complaint for absolute divorce have been fully sustained and that the parties have suffered such irreconcilable differences in their marriage as entitles them to an absolute divorce. The Court further finds that the Property Settlement Agreement entered into by and between the parties adequately and sufficiently provides for the distribution of all property owned by the parties, and that there are no children of this marriage. It is, therefore,

ORDERED, ADJUDGED AND DECREED that the Plaintiff, Kenneth Ray Sullivan be, and he hereby is, awarded an absolute divorce from the Defendant, Linda Anne Sullivan, and that the bonds of matrimony heretofore existing between the parties are hereby absolutely and forever dissolved and the parties are restored to all the rights and privileges of unmarried persons.

It further appears to the Court that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

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PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT is entered into on the day and dates hereinafter stated, by and between KENNETH RAY SULLIVAN, hereinafter referred to as "Husband", and LINDA ANN SULLIVAN, hereinafter referred to as "Wife", subject to the following premises and terms and conditions:

W I T N E S S E T H: That

WHEREAS, the Husband has filed a complaint for absolute divorce against the Wife in the 4th Court for Davidson County, Tennessee, under Docket Number 85D3524; and

WHEREAS, the parties have suffered certain irreconcilable differences in their marriage relationship resulting in their marriage relationship becoming irretrievably broken with no apparent possibility of reconciliation and the parties heretofore intend to live apart the rest of their lives; and

WHEREAS, the parties desire to enter into this Property Settlement Agreement, not out of levity or collusion, but to amicably settle their differences with respect to all property rights, and to enter into a contract for the settlement of such rights and obligations to avoid unnecessary litigation and the attendant emotional stress and expenses which would accompany the same, not only for the present, but for the future, it being the intention that such contract will be effected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties; 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

WHEREAS, the parties intend to tender this Property Settlement Agreement to the Court for approval in the event a divorce is granted in this cause,

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. CHILDREN. There were no children born to this marriage.

2. REAL PROPERTY. The parties declare that they were owners as tenants by the entireties of a house and lot located in Davidson County, Tennessee, being more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 195 on the Plan of Stacy Square, Section 3, of record in Book 4175, page 154, Register's Office for said County.
>
> Said Lot No. 195 fronts 72 feet on the northeasterly side of Hicks Road and extends back 162.27 feet on the northerly line and 163.1 feet on the southerly line to a dead line in the rear measuring 72.0 feet thereon.
>
> Being the same property conveyed to Kenneth Ray Sullivan and wife, Linda Sullivan by deed from May Bell Stinson Coward, of record in Book 4824, page 979, Register's Office for Davidson County, Tennessee.

Husband does hereby give, convey and transfer all of his interest in and to said real property to the Wife in fee simple and the Wife, Linda Ann Sullivan, does hereby assume the indebtedness still owed on said property and agrees to forever hold the Husband free and harmless from said debt or losses occurring on or to the property.

3. PERSONAL PROPERTY. The parties declare that they have fairly and equitably divided all personal property and the personal property in the possession of each shall remain in the possession of that party and shall be forever their own individual property.

4. AUTOMOBILES. The parties agree that the Wife shall be the sole owner of the 1978 Firebird automobile and any indebtedness on said automobile shall be hers and she shall hold the Husband free and harmless from said debt or losses occurring as the result of the

ownership of said vehicle. The Husband shall have as his sole and separate property the 1973 Vega automobile and any and all indebtedness which may be owed on said automobile shall be assumed by the Husband and he shall hold the Wife free and harmless from any such debt or any losses arising out of the ownership of said automobile.

5. DEBTS. The Husband shall pay the Visa credit card bill in the amount of $873.70 and shall hold the Wife free and harmless from said debt. The Wife shall pay her medical and doctor debts along with the veterinarian bill still outstanding and any and all other debts incurred during the marital relationship which may be still outstanding and agrees to hold the Husband free and harmless of any such debts. Husband further agrees to pay the electric and water utilities for the real property referred to herein located at 642 Hicks Road in Nashville, Tennessee which shall become due and payable within 60 days beginning December 5, 1985.

Husband and Wife both agree not to incur any further debts or charges which may be attributable to the other party during the pendancy of this divorce and agree to hold the other free and harmless from any such debt if incurred.

6. COURT COSTS. Husband shall be responsible for all Court costs in this cause.

7. ATTORNEY FEE. Husband agrees to pay the attorney fee for the document preparation and the obtaining of this divorce upon irreconcilable differences.

8. ENTIRE AGREEMENT. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights the respective parties hereto and is a full discharge from all of the claims arising out of their marital relationship and that each hereby remises, waives, releases, and forever discharges the other from any and all claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other's property.

9. FUTURE CONSIDERATIONS. The parties further agree to sign any and all instruments, documents, titles, covenants or deeds necessary to carry out the full intent and purpose of this Agreement.

10. BINDING ON HEIRS. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

11. ARM'S LENGTH TRANSACTION. The parties acknowledge that they have entered into this Property Settlement Agreement, after arm's length negotiations and that any ambiguity or uncertainty herein shall not be interpreted against either party.

12. ACKNOWLEDGEMENT. The parties acknowledge that they have read this instrument in its entirety and have signed this instrument and that this Agreement is entered into without undue influence, coercion or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and the legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is entered into voluntarily. Furthermore, the parties acknowledge that they shall continue to live separate and apart for the rest of their lives and shall be free from interference, authority and control, direct or indirect, by the other as fully as if sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, engage in employment, business or profession, which he or she may deem advisable.

13. SUBMISSION TO COURT. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any Decree of Divorce which may be entered hereafter.

Executed on this 10th day of December, 1985 by the Husband, and on this 9th day of December, 1985 by the Wife.

Kenneth Ray Sullivan
KENNETH RAY SULLIVAN

Linda Ann Sullivan
LINDA ANN SULLIVAN

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Phillip E. Kirk, a Notary Public in and for said County and State, the within named KENNETH RAY SULLIVAN, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 10th day of December, 1985.

Notary Public

My Commission Expires: 4-19-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Jacqueline F. Crawford a Notary Public in and for said County and State, the within named LINDA ANN SULLIVAN, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 9th day of December, 1985.

Jacqueline F. Crawford
Notary Public

My Commission Expires: 11-30-88

It further appears to the Court that the address of the Wife, Linda Anne Sullivan, is 642 Hicks Road, Nashville, Tennessee 37221, and that the address of the Husband, Kenneth Ray Sullivan, is c/o 306-46th Avenue North, Nashville, Tennessee 37209.

It is, further, ORDERED, ADJUDGED AND DECREED that the Defendant wife's maiden name be returned to her, that of Linda Anne Strickland.

It is, further, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Kenneth Ray Sullivan, pay the costs of this cause as provided in the Property Settlement Agreement and that execution may issue, if necessary.

ENTER this 25th day of February, 1986.

JUDGE

APPROVED FOR ENTRY:

PHILLIP E. KIRK
Attorney for Plaintiff
601 Stahlman Building
Nashville, Tennessee 37201
615/254-3444

CERTIFICATE OF SERVICE

I certify that I have mailed a true and accurate copy of the foregoing Final Decree to the Defendant, Linda Ann Sullivan, at her last known address of 642 Hicks Road, Nashville, Tennessee 37221, on the 25th day of February, 1986.

PHILLIP E. KIRK

17616.

TENNESSEE REAL ESTATE TRANSFER TAX
Mar 20 8 11 AM '89
HENRY W. BURGESS
DAVIDSON COUNTY TN

0054 03/20 0101 03CHECK 24.00

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* ~~25th~~ *day of* Febuary, *19* 86, *in Case Number* 85D-3524 *between* KENNETH RAY SULLIVAN *Plaintiff, and* LINDA ANNE SULLIVAN *Defendant, as same remains of record in Book* 151A, *Page* 682 *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* 6th *day of* May *in the year one thousand nine hundred and* eighty-six *and in the* TWO HUNDRED AND TENTH *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*