126A/832

MAP 133-04-0-005.00 PCL. BOX 10

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SARA LILLIAN SULLIVAN]
]
VS.] No. 82D-976
]
RUSSELL SULLIVAN]

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 10th day of August, 1982, before the Honorable Harry S. Lester, Judge, upon the original Petition of the complainant, Answer and Counter-Complaint, Answer to the Counter-Complaint, testimony of the parties and their witnesses in open Court and upon the entire record in this cause. Upon the completion of all testimony, the attorney for the complainant asked and was granted a brief recess and upon returning, the defendant's attorney moved that the Counter-Complaint be stricken and thereupon the parties presented a written and signed agreement regarding their jointly owned property and alimony and the parties jointly moved the Court to allow the divorce action to proceed on the grounds of irreconcilable differences. The Court examined the property settlement agreement entered into by the parties and announced that the Court was pleased to grant the motions of the parties and that the Court affirmatively finds that the written agreement makes adequate and sufficient provision for the equitable settlement of any and all property rights between the parties. The Court further found from the testimony that irreconcilable differences exist between the parties to the extent that further cohabitation as Husband and Wife is no longer possible or proper.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing and subsisting between the complainant, Sara Lillian Sullivan, and the defendant, Russell Sullivan, should be and hereby are forever and perpetually dissolved, and the parties are hereby granted an Absolute Divorce and are hereby restored to all the rights and privileges of an unmarried person.

IDENTIF. REFERENCE

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It is further ORDERED that the written Property Settlement Agreement entered into by the parties is hereby approved and Ordered set forth herein, to wit:

1. The Wife shall receive sole ownership of the house and lot located at 3208 Glencliff Road, Nashville, Tennessee, and all right, title and interest thereto is divested out of the Husband and vested in the Wife, Sara Lillian Sullivan, said property being more fully described as follows:

> Land in the 6th, formerly the 9th, Civil District of Davidson County, Tennessee, being the southerly 20 feet front and 23 feet rear of Lot No. 17 and the northerly 80 feet front and 92 feet rear of Lot No. 18 on the Plan of J. P. Ellis' Glencliff Subdivision, Section "A", a part of the Morton Tract, as of record in Book 1130, page 23, Register's Office for said County.
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> Said parts of Lots Nos. 17 and 18 front together 100 feet on the easterly side of Glencliff Road and run back 628 feet, more or less, on the southerly line and 680 feet, more or less, on the northerly line to the easterly line of said two lots, measuring 115 feet thereon.
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> Being the same property conveyed to Russell Sullivan and wife, Sara B. Sullivan by deed from James M. Everett and wife Annette S. Everett, of record in Book 3405, Page 415, said Register's Office.

2. The Wife shall be solely responsible for all future mortgage payments, taxes, insurance, repairs and upkeep on said home.

3. The Wife shall receive sole ownership of the 1974 Chevrolet Automobile; all household furniture and furnishing, located in the home at 3208 Glencliff Road, Nashville, Tennessee; the Church Bond presently owned by the parties; and the four (4) cemetery lots at Woodlawn, provided however, that the Wife agrees that the cemetery lots shall be used for herself and the children of the parties and by no one else. If said lots or either of them are not used by the Wife and the parties' children and are sold, the net proceeds from said sale shall be equally divided between the Husband and Wife or their respective heirs at law.

4. The Wife agrees that the telephone number at the home located at 3208 Glencliff Road, Nashville, Tennessee, shall be transferred to the Husband's upholstery shop and the Husband agrees to pay the charges for said transfer.

5. The Wife agrees to transfer all utilities for the home at 3208 Glencliff Road, Nashville, Tennessee, into her name and to be solely responsible for all utility bills due after the date of the divorce hearing.

6. The Husband shall receive sole ownership of the house and lot located at 3507 Keystone Avenue, Nashville, Tennessee, and all right, title and interest thereto is divested out of the Wife and vested in the Husband, Russell Sullivan, said property being more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 65 and the northerly 25 feet of Lot No. 8 on the plan of Sunrise Heights Addition, as of record in Book 421, page 2, Register's Office for said County.
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> Said Lot No. 65 and part of Lot No. 66 fronts together 75 feet on the westerly side of Keystone Avenue and run back between parallel lines, 150 feet to an alley.
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> Being the same property conveyed to Russell Sullivan by deed from Lester W. Wilkes and wife, Dorothy L. Wilkes of record in Book 5755, Page 653, Register's Office for Davidson County, Tennessee.

7. The Husband shall be solely responsible for all future mortgage payments, taxes, insurance, repairs and upkeep on said home.

8. The Husband shall receive sole ownership of the 1972 Chevrolet truck; the savings account; the business and personal checking accounts; all of his tools and supplies used in his business; any and all right and interest in his business not hereinbefore specified; and his retirement account.

9. The Husband shall be solely responsible for the loan balance incurred to pay the 1981 income taxes.

10. The Husband shall receive sole ownership of the parties' one-half interest in the land located in Hickman County, Tennessee, and all right, title and interest thereto which now

belongs to the parties as Husband and Wife is divested out of the Wife and vested in the Husband, Russell Sullivan, said property being more fully described as follows:

> Lying and being in the Fourth Civil District of Hickman County, State of Tennessee, and being more particularly described as follows:
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> BEGINNING on an iron pin in the north margin of the New Hope Road, some 52 poles east of the Tidwell Road, this pin being Mitchell Tidwell's northeast corner of his 30 acre tract in the south boundary of the 9.6 acre parcel of this farm being retained by Mrs. Bonnie Tidwell; thence with the road and Mrs. Tidwell, runs South 48 degrees East 13.6 poles to a pile of rock on the north bank of said road; thence South 35 degrees East 21 poles; South 25 degrees East 18 poles; South 55 degrees East 26 poles; South 45 degrees East 16 poles to center of New Hope Road; thence South 3 degrees West leaving said road 11-2/3 poles to a set rock in the south bank of a curve in the old New Hope Road; thence North 86 degrees West 11 poles to a corner with Pendergrass on a set rock in a fence corner; thence on with Pendergrass, due South 30.6 poles to corner with Pendergrass on an iron pin; thence with old rail fence line with Pendergrass, North 88 degrees West 57 poles to corner with Ross Tidwell on a set rock in the Pendergrass north boundary line; thence with Ross Tidwell, North 6 degrees East 35-1/2 poles to a set rock in fence corner, this being Ross Tidwell's northeast corner and Mitchell Tidwell's southeast corner; thence with Mitchell Tidwell, North 3-1/2 degrees East 78 poles to the beginning, containing 30 acres, more or less.
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> INCLUDED WITHIN THE ABOVE DESCRIBED PROPERTY BUT EXCLUDED FROM THIS CONVEYANCE IS THE FOLLOWING tract of land conveyed to James R. Sullivan and wife, Deborah L. Sullivan on May 19, 1978, as follows:
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> BEGINNING at an iron pin corner, Pendergrass's corner; thence South 83 degrees East 285 feet to the center of New Hope Road; thence with same, North 19 degrees West 212 feet; North 34 degrees West 124 feet, thence leaving said road with Sullivan's line, South 44 degrees 30 minutes West 241 feet; thence South 24 degrees East 95 feet to the beginning, containing 1-1/4 acre, more or less, by survey of James R. Jenkins, Registered Land Surveyor, Tennessee No. 606-215.
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> Being the same property conveyed to Russell Sullivan and Wife, Sara Boaz Sullivan and James R. Sullivan by deed from Russell Sullivan and wife, Sara Boaz Sullivan of record in Book 44, Page 228, Register's Office for Hickman County, Tennessee.

11. The Husband shall be solely responsible for the parties' share of all future taxes, insurance, repairs and upkeep on said property.

12. The Husband hereby agrees to pay to the Wife, as and for alimony, the sum of Four Hundred Dollars ($400.00) per month beginning in August, 1982, and continuing thereafter until the death of either party or until the Wife remarries or begins cohabitation with another man as husband and wife without the benefit of a marriage ceremony.

13. The parties each agree to pay their respective attorney's fees and the Wife specifically agrees to pay James W. Rutherford, the sum of Four Hundred Dollars ($400.00) as and for his fee for representing her in this cause.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the 10th day of August, 1982.

WITNESS

WIFE

WITNESS

HUSBAND

It is further ORDERED that all additional Court Costs shall be taxed equally to the parties and that execution may issue if necessary.

Entered this 9 day of ~~August~~ Sept, 1982.

JUDGE

APPROVED FOR ENTRY:

James M. Sykes,
Attorney for Defendant

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BOOK 8032 PAGE 211

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* 10th *day of* September, *19* 82, *in Case Number* 82D-976 *between* Sara Lillian Sullivan *Plaintiff, and* Russell Sullivan *Defendant, as same remains of record in Book* 126A, *Page* 832 *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* 19th *day of* January *in the year one thousand nine hundred and* ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117