1428/1374

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLENE RAE (BAKER) ELLIS)
)
VS.) NO. 84D-3974
)
BILLY RAY ELLIS)

MAP 79-9
Par 201

FINAL DECREE

This cause came on to be heard February 12, 1985 before Honorable Muriel Robinson, Judge, Fourth Circuit Court, Davidson County, Tennessee, upon a Complaint for Absolute Divorce filed by the Wife herein, notarized Property Settlement Agreement signed by the Husband and Wife, testimony of the Wife heard in open Court, statement of counsel and upon the entire record, from all of which the Court finds: that the parties have irreconcilable differences; the parties have no minor children, the Wife's Complaint has been on file for more than sixty days, and the parties have entered into a notarized Property Agreement.

It is therefore ORDERED and DECREED that the Wife, Charlene Rae (Baker) Ellis, is awarded an absolute divorce from the Husband, Billy Ray Ellis, upon the grounds of Irreconcilable Differences and the parties are restored to all the rights and privileges of unmarried persons.

It is further ORDERED and DECREED that the notarized Property Agreement signed by the parties herein is affirmatively found by the Court to be sufficient and equitable and makes equitable and fair provision for the distribution of the parties property and is hereby approved by the Court and is made the Judgment of the Court, said Agreement being in words and figures as follows:

Davidson County DEEDDIV
Recvd: 01/22/03 11:32 7pgs
Fees:37.00 Taxes:0.00
20030122-0009032

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLENE RAE (BAKER) ELLIS)

vs.) No. 84D-3974

BILLY RAY ELLIS)

PROPERTY SETTLEMENT AGREEMENT

The parties herein, CHARLENE RAE (BAKER) ELLIS hereinafter called the "Wife", and BILLY RAY ELLIS hereinafter called the "Husband", have irreconcilable differences and the Wife has heretofore filed an action for Absolute Divorce in the above-styled matter, and, the parties, desiring to settle their differences, enter into this Agreement.

Now, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and contract as follows:

1. That custody of the parties minor child, BEVERLY ANNETTE ELLIS, 17 years of age, will be vested in the Wife with reasonable visitation granted to the Husband. It is acknowledged, however, that the child shall become 18 on January 23, 1985. The parties have agreed that their will be no child support paid betweennow and the time the child attains her majority inasmuch as the child is presently living with the Husband and he is furnishing the payments on her automobile.

2. The Wife shall be awarded the parties 1983 Datsun Maxima automobile and the Husband shall sign any documents necessary to transfer the title of this vehicle to the Wife. The Wife, however, shall pay any lien or debt owed on the car and shall hold the Husband harmless thereon.

3. The parties daughter, BEVERLY ANNETTE ELLIS, shall be awarded all right and title to the 1984 Toyota automobile presently titled in the Husband and daughter's names, and the Husband shall sign all documents necessary to transfer the said title to the daughter. The Husband shall maintain insurance on the said automobile until July, after which time it shall become the daughter's responsibility to pay all insurance and maintenance. The Husband agrees to pay the loan on the daughter's car until paid in full and shall hold the Wife harmless thereon.

4. The parties daughter shall also receive upon her eighteenth birthday the $10,000.00 Money Market Certificate presently located at Third National Bank, Nashville, Tennessee.

5. The Wife shall be awarded her $10,000.00 Money Market Certificate at First American National Bank and the Husband relinquishes any interest therein.

6. The Wife shall be awarded $12,200.00 presently in cash which represents $14,700.00 from Third National Bank Money Market Certificate less $2500.00 which shall be transferred to Husband, which said amounts shall represent one-half of his loan to his Credit Union.

7. The Husband shall be awarded the sum of $2500.00 cash which shall represent one-half of the amount he borrowed from his Credit Union, and he shall repay the said Credit Union and hold the Wife harmless thereon.

8. The Wife shall be awarded the other $2500.00 which is one-half of the money the husband borrowed from his Credit Union and is incorporated in the $12,200.00 figure stated above.

9. The Husband shall be awarded all furniture and personal property now in his possession at the parties homeplace, 1809 Willow Springs Drive, Nashville, TN 37216.

10. The Wife shall be awarded all furniture and personal property presently in her possession including all of her jewelry and furs. The Wife shall also be awarded the parties sewing machine; however she agrees to transfer this to the daughter upon her attaining her eighteenth birthday.

11. The Husband shall be awarded all right, title and interest in and to the parties homeplace located at 1809 Willow Springs Drive, Nashville, TN 37216, and all of the Wife's right, title and interest is herein divested from her and reinvested in the Husband and fee simple. The said property is more fully described as follows:

> Being Lot No. 32 on the Plan of Henderson Gardens, Section I, of record in Book 2900, Page 75, Register's Office for siad County, as follows:
>
> Said Lot No. 32 fronts 70.91 feet on the northerly margin of Willow Springs Drive and runs back between lines measuring 189.0 feet on the westerly side and 198.9 feet on the easterly side to a dead line in the rear on which it measures 96.2 feet.
>
> Being the same property conveyed to Billy Ray Ellis and Wife Charlene Rae Ellis by Deed from Buford D. Ellis and Wife Emma D. Ellis of record in Book 3973, Page 345, Register's Office, Davidson County, TN.

The Husband shall pay all liens, debts or encumbrances on the aforementioned real estate, and shall hold the Wife harmless thereon.

12. The Husband and Wife agree to file joint Income Tax Return for tax year 1984, and shall divide equally, any refund.

13. The Wife agrees to pay her Master Card and Cain Sloan accounts which are in her name and the Husband agrees to remove the Wife's name from all other charge accounts and will pay these accounts presently existing and in the future holding the Wife harmless thereof.

14. The Husband agrees to hold the Wife harmless on any liability incurred on the Ellis Edwards Racing Ent. Corporation.

15. The Wife shall be awarded the Chuch bonds given to her by her family.

16. The Husband agrees to pay the outstanding medical bills to Dr. William B. Ralph, Jr., and the outstanding dental bills to Dr. Tom Harris.

17. The Husband shall be awarded the parties poodle dog named "Pepe".

18. The Husband shall be awarded all right, title and interest in the Chevrolet Van, Honda Motorcycle, and the 1973 Cadillac, and the Wife shall sign any and all documents necessary to transfer the titles to the Husband.

19. The Husband agrees to maintain medical, hospital and dental insurance upon the Wife and daughter as allowed by his present policy of insurance through his employer.

20. The Husband agrees to pay Terry E. McNabb an attorney fee of $500.00 and the cost of this cause.

21. The Husband agrees not to harrass or bother the Wife or her family in any way.

22. The parties agree that they have read this Agreement, understand its contents, and agree that it is a fair and equitable division of the marital assets as between them. They further make oath that it makes adequate, sufficient provision for the parties minor child, and they further

agree and understand that if the Court approves this Agreement, it may be incorporated into any Final Decree of Divorce awarded herein.

Executed by the parties on the day and date hereinafter stated.

Charlene Rae Baker Ellis
Wife

State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, CHARLENE ELLIS, with whom I am personally acquainted and who made oath that she has read the foregoing Agreement and executes for the reasons and purposes therein contained.

Sworn to and subscribed before me on this 17th day of January, 1985.

Mary E. McMahan
Notary Public

My Commission Expires: 1/18/88

Billy R. Ellis
Husband

State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, BILLY RAY ELLIS, with whom I am personally acquainted and who made oath that he has read the foregoing Agreement and executes for the reasons and purposes therein contained.

Sworn to and subscribed before me on this 16th day of January, 1985.

Neil M. Miller
Notary Public

My Commission Expires: 7-27-85

It is further ORDERED and DECREED that the Husband, Billy Ray Ellis, pay the costs of this cause, for all of which let execution issue if necessary.

Enter this 12th day of February, 1985.

JUDGE

APPROVED FOR ENTRY:

Attorney for Wife

CERTIFICATE OF SERVICE

I certify a true and exact copy of this Final Decree has been mailed to the Husband herein, Billy Ray Ellis, at his last known address, 1809 Willow Springs Drive, Nashville, TN 37216, this 12th day of February, 1985.

ATTORNEY

STATE OF TENNESSEE

I, RICHARD R. 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 12 day of FEBRUARY , 1985 , in the Case Number 84D3974 between ELLIS, CHARLENE RAE Plaintiff, and ELLIS, BILLY RAY Defendant, as same remains of record in Vol. 142B , Page 1374 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 22 day of JANUARY in the year two thousand three and in the 226th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

