IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

SANDRA FAYE ESCUE, Plaintiff,	)	
VS.	)	Number 94877
BILLY NEAL ESCUE, Defendant.	)	

BILL GARRETT, Davidson County
Trans:T20150097234 DEEDDIV
Recvd: 11/16/15 12:18 6 pgs
Fees:32.00 Taxes:0.00
20151116-0116076

FINAL DECREE

THIS CAUSE came on to be heard on the 25th day of May, 1979, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce and the default judgment, and upon the statement of the Plaintiff, SANDRA FAYE ESCUE, that the parties had entered into a property settement agreement and that she desired approval of the property settlement agreement and the granting of the divorce upon irreconcilable differences. From the hearing in this cause, it is the opinion of the Court that the parties do have irreconcilable differences and that the property settlement agreement is approved by this Honorable Court, and that the Plaintiff should be granted an absolute divorce. It is, therefore,

ORDERED, ADJUDGED, AND DECREED by the Court that the bonds of matrimony heretofore existing between the parties be and the same are perpetually dissolved, and the Plaintiff is restored to all rights and privileges of an unmarried person, and is thereby granted an absolute divorce. It is, further,

ORDERED, ADJUDGED, AND DECREED that the property settlement agreement entered into between the parties be and the same is hereby approved as follows, to wit:

PROPERTY SETTLEMENT AGREEMENT

This agreement is made between SANDRA FAYE ESCUE, hereinafter called wife, and BILLY NEAL ESCUE, hereinafter called husband.

W I T N E S S E T H:

WHEREAS, these parties have been married since June 28, 1975, and there have been no children born of this union, and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court for Davidson County, Tennessee, at Nashville, and the parties have no expectations of resuming their marital relationship, and

WHEREAS, the parties desire to enter into a Property Settlement Agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

I.

The parties have heretofore divided their personal property among themselves. All furniture, furnishings, and personal effects presently in the possession of the wife shall be her sole and separate property. All furniture, furnishings, and personal effects presently in the possession of the husband shall be his sole and separate property. The wife hereby acknowledges in this Property Settlement Agreement that prior to the date of the signing of this Property Settlement Agreement she has received the amount of Ten Thousand ($10,000) Dollars from the husband as her share of the sale of the parties' home located at 4927 Sherman Oaks Road, Nashville, Tennessee.

II.

It is agreed between the parties that each party shall be responsible for the payment of any accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due. It is also agreed that the Defendant shall be liable for the outstanding debts of the parties, if any, and to hold harmless the Plaintiff with regard to any debt or liability for which she may be held and for judgment against the Defendant for any amount which she may have to expend because of such liabilities.

III.

It is agreed between the parties that they shall file a joint tax return for Federal income tax purposes for the year of 1978, and that any refund resulting from the filing of this joint return shall be equally divided between the parties upon receipt of said refund.

IV.

It is agreed between the parties that the 1975 Chevrolet pickup which is presently titled in the name of both the husband and wife shall become the sole and exclusive property of the husband, BILLY NEAL ESCUE, and that all right, title and interest of SANDRA FAYE ESCUE shall be titled to the husband, BILLY NEAL ESCUE. It is further agreed that the parties' 1973 Pontiac automobile which is presently titled in the husband's name shall become the sole and exclusive property of the wife, SANDRA FAYE ESCUE, and that the husband will release any right, title, or interest that he has in said 1973 Pontiac to SANDRA FAYE ESCUE.

V.

It is further agreed between the parties that the wife shall receive the parties' German Shepherd dog, Caesar Sherman Augustus, and that the husband will take all necessary procedures to insure that said German Shepherd dog will become soley registered in the name of SANDRA FAYE ESCUE, and that the AKC Kennel Registration shall be soley in the name of the wife. It is further agreed and acknowledged between the parties that the wife, SANDRA FAYE ESCUE, is under contract to purchase real property located at 4820 Milner Drive, Nashville, Tennessee, and that the husband hereby waives any right, title and interest that he might have in said property and that he will formally execute a Quit-claim Deed upon the same date of execution of this Property Settlement Agreement removing any cloud of title from this property.

VI.

The husband further agrees to pay Four Thousand Five Hundred ($4,500) Dollars cash on or before April 1, 1979, directly to the wife, SANDRA FAYE ESCUE.

VII.

The husband further agrees to pay any Court costs incurred as a result of this action for Absolute Divorce, and further that the husband shall pay the filing fee of this action in the amount of Fifty ($50) Dollars, plus an attorney's fee to James L. Curtis, Attorney at Law, in the amount of Four Hundred ($400) Dollars on or before April 1, 1979.

VIII.

The parties desire that this Property Settlement Agreement be incorporated as a part of any Final Decree of Divorce that may hereinafter be entered in the Fourth Circuit Court of Davidson County, Tennessee, or any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

IX.

This Property Settlement Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

X.

It is understood and agreed by and between the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

/S/JAMES L. CURTIS

/S/SANDRA FAYE ESCUE
SANDRA FAYE ESCUE
Dated: March 14, 1979

/S/BECKY JUDD

/S/BILLY NEAL ESCUE
BILLY NEAL ESCUE
Dated: March 14, 1979

It is, further, ORDERED, ADJUDGED AND DECREED that the Plaintiff shall have her maiden name of Conatser restored. It is, further,

ORDERED, ADJUDGED AND DECREED that the real property which has previously been purchased by SANDRA FAYE ESCUE, which is located at 4820 Milner Drive, is the sole and exclusive property of the Plaintiff, and that the husband has no right, title and interest in said property. Said property being described to wit:

> LAND in Davidson County, Tennessee, being Lot Number 16 on the Revised Plan of Caldwell Hall, Section I, as of record in Book 2900, pages 57, 58 and 59, Register's Office for said County.
>
> SAID Lot No. 16 front 70.0 feet on the southeasterly margin of Milner Drive and extends back 217.4 feet on the northeasterly line and 247 feet on the southwesterly line to a line at the rear measuring 135 feet thereon.
>
> BEING the same property conveyed to Bennett Grady Phillips, II and wife, Jacqueline K. Phillips, by deed from Andrew Ewing, Trustee, of record in Bood 3285, page 287, Register's Office for Davidson County, Tennessee.
>
> BEING the same property conveyed by James L. Curtis and wife, Susan G. Curtis, to Sandra Faye Escue, by deed of record in Book 5410, pages 735-736, Register's Office for Davidson County, Tennessee.

It is, further, ORDERED, ADJUDGED AND DECREED that all property with the description listed as above at 4820 Milner Drive is the sole and exclusive property of Sandra Faye Escue, Plaintiff, in this cause, pursuant to the Settlement Agreement of paragraph V. It is, further,

ORDERED, ADJUDGED AND DECREED that the Defendant, BILLY NEAL ESCUE, be required to pay the costs of this cause for which execution may issue if necessary.

ENTER: this _____ day of _____, 1979.

JUDGE BENSON TRIMBLE

APPROVED FOR ENTRY

6-8-79

James L. Curtis

JAMES L. CURTIS
Attorny at Law
1411 Parkway Towers
404 James Robertson Parkway
Nashville, TN 37219

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of the foregoing final decree to the Defendant, Billy Neal Escue, 239 Summit Ridge, Nashville, TN 37215, on this 4th day of June, 1979.

James L. Curtis

JAMES L. CURTIS

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 08 day of JUNE, 1979, in Docket Number 94877 between ESCUE, SANDRA FAYE, Plaintiff, and ESCUE, BILLY NEAL, Defendant, as same remains of record in 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 16 day of NOVEMBER in the year two thousand fifteen and in the 239th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]

