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10-5-77
1122/3004

BOOK 5256 PAGE 878

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

73-6-56

JERRY ALLEN DUNCAN]

-vs-] No. 88481

CAROLYN MALONE DUNCAN]

FINAL DECREE

FEB 27 80 MISC B* 8.00 * 8.00

This cause came on to be heard September 22, 1977, before Honorable Joe C. Loser, Jr., Judge, Third Circuit Court, Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the plaintiff, answer filed by the defendant, testimony of the plaintiff and corroborating witnesses heard in open Court, statement of Counsel, and upon a property settlement agreement entered into by and between the parties, a case proceeding to trial on a non-contested basis: from all of which the Court finds that the allegations in the original complaint have been fully sustained by the proof, that is, that the defendant had been guilty of such cruel and inhuman treatment or conduct toward plaintiff as renders further cohabitation unsafe and improper.

It is therefore ORDERED and DECREED by the Court that the plaintiff be and is hereby awarded an absolute divorce.

It is further ORDERED and DECREED that the property settlement agreement entered into between the parties be and is hereby made the judgment of the Court, said agreement being in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into on this the 4th day of August, 1977, by and between JERRY ALLEN DUNCAN, hereinafter designated as the "Husband", and CAROLYN MALONE DUNCAN, hereinafter designated as the "Wife"; Witnesseth:

The parties, mutually desiring to settle their respective property rights and the matter of child custody, hereby enter into this agreement, without collusion or force and state that such irreconcilable differences exist between the parties that they can no longer live together as man and wife;

Now, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties agree and contract as follows:

1. The parties agree that the husband shall have the exclusive custody of the parties' minor son, Jason Allen Duncan, age 3, and further agree that the wife shall not pay to the husband any child support as he is financially able to properly support said child.

2. That the parties' homeplace, located at 3751 Moss Rose Drive, Nashville, Davidson County, Tennessee, be awarded to the husband, in fee simple, and all of the wife's right, title and interest be divested from her and reinvested in the husband completely.

A more complete description of this property is in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 8 on the Plan of Moss Rose Estates, of record in Book 4860, Page 112, Said Register's Office, to which plan reference is hereby made for a more complete description.
>
> Being part of the same property conveyed to Jerry Allen Duncan and wife, Carol Duncan, by deed from Jack Williams and wife, Frances E. Williams, of record in Book 5122, Page 423, Register's Office of Davidson County, Tennessee.
>
> The map-parcel numbers are 73-6, 56 PW.

3. That the husband shall have all of the furniture located in the homeplace and shall pay the financial obligation owing on the same, holding the wife harmless thereon.

4. That the husband shall have as his sole property, the 22-foot Owens Cabin Cruiser and shall be responsible for the financial obligations on the same, holding the wife harmless thereon.

5. The husband shall have all right, title and interest to the 1976 Ford Elite automobile, and shall pay the outstanding financial obligation owing on the same, holding the wife harmless thereon.

6. The husband shall pay the outstanding note owed to Third National Bank, which is another note in addition to the note for the 1976 Ford Elite automobile, and he shall hold the wife harmless on this obligation.

7. The wife shall pay the outstanding doctor bill owed for her daughter, Debbie Aikins, which is owed to Dr. Simms, and shall hold the husband harmless thereon.

8. The wife shall have all of her personal clothing and shall be responsible for and pay the outstanding bill owed to Harvey's and Norman's Department Stores, and hold the husband harmless thereon.

9. The husband agrees to pay all Court costs.

The parties agree that this Agreement is a final, complete, and adequate settlement as between the parties of their respective property rights and the matter of child custody and that after the execution of this Agreement, neither has further claim against the other, and that they have both read the same before affixing their signature hereon, and it is agreeable, acceptable and fair in all respects.

Executed at Nashville, Tennessee, this the 4th day of August, 1977.

52291

IDENTIF. REFERENCE

FEB 27 11 01 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

/s/ Jerry A. Duncan
JERRY ALLEN DUNCAN

/s/ Carolyn Malone Duncan
CAROLYN MALONE DUNCAN

It is further ORDERED and DECREED by the Court that the plaintiff pay the costs of this Cause, for all of which let execution issue if necessary.

JUDGE 10/3/77

APPROVED FOR ENTRY:

Attorney for Plaintiff

Enter This 3 Day of October, 1977

CERTIFICATION

I certify that a copy of this Final Decree has been mailed to the defendant at her last known address, 11320 River Road, Route 1, Grand Rapids, Ohio 43522, this the 23 day of September, 1977.

Attorney

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Jerry Allen Duncan *Plaintiff, and* Carolyn Malone Duncan *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 27th *day of* February *in the year one thousand nine hundred and* seventy-eight *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*