IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ROY PORTER CARTER]
]
vs.] No. 91376
]
GAIL BRADLEY RUSS CARTER]

JUN26 MISC B* 10.00 * 10.00

FINAL DECREE

This cause came on to be heard on the 18th day of May 1978, before the Honorable Robert L. Lillard, Judge of the First Circuit Court of Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Complainant, Roy Porter Carter; personal service of process had upon the Defendant, Gail Bradley Russ Carter; judgment by default granted against the Defendant, she having failed to appear and answer within the time prescribed by law; testimony of the Complainant and his two corroborating witnesses in open Court; submission of a Property Settlement Agreement; statement of counsel in open Court; and the entire record in this cause.

From all of which the Court finds that the Defendant, Gail Bradley Russ Carter, has been guilty of such cruel and inhuman treatment or conduct towards the Complainant, Roy Porter Carter, as renders further cohabitation unsafe and improper;

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby and forever perpetually dissolved, and the Complainant, Roy Porter Carter, is granted an absolute divorce from the Defendant, Gail Bradley Russ Carter, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement heretofore entered into between the parties and tendered to the Court for approval is hereby approved in all respects and made a part of this Final Decree, by inclusion, as follows:

PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

WHEREAS, there is presently pending in the First Circuit Court of Davidson County, Tennessee, a Complaint for Absolute Divorce filed by ROY PORTER CARTER, hereinafter referred to as the "Husband," and against GAIL BRADLEY RUSS CARTER, hereinafter referred to as the "Wife," under Docket No. 91376; and

WHEREAS, these parties have suffered certain irreconcilable differences in their marriage and are living separate and apart, and it further appears that there is no hope for reconciliation; and

WHEREAS, the parties desire to enter into a Property Settlement and Child Custody Agreement, not out of levity or by collusion, but to settle and adjudicate all child custody and property matters of the parties, and to tender the same to the Court for approval in the event a divorce is granted in this cause; 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.

NOW, THEREFORE, for and in consideration of the premises hereinbefore 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. The Husband shall proceed with seeking an uncontested divorce in this matter.

2. The Wife shall be awarded complete care, custody and control of the parties' minor children, namely: Tracy Marie and Holly Michelle. The Wife shall not remove the children from the jurisdiction of this Court without prior Court approval. The Husband shall be awarded specific visitation privileges one (1) week at Christmas to include either Christmas Day or Christmas

Eve, one (1) day of Thanksgiving holidays, one (1) week of summer vacation, every Sunday or one (1) other day every week, and at all other reasonable times and places, as agreed upon by the parties.

3. The Husband shall pay directly to the Wife the sum of One Hundred ($100.00) Dollars per month per child for the support and maintenance of the parties' minor children, payable $100.00 on the 1st and 15th day of each month, beginning 1 May 1978.

4. The Husband shall be permitted to include the minor child, Holly Michelle, as a deduction on his U. S. Individual Income Tax Return.

5. The Husband shall be awarded the 1976 Oldsmobile Cutlass automobile, and shall assume the outstanding indebtedness against the same, and shall forever hold the Wife harmless from said indebtedness.

6. The Wife shall be awarded the 1967 Ford Mustang automobile and shall assume the outstanding indebtedness against the same, and shall forever hold the Husband harmless from said indebtedness.

7. The Husband shall be awarded the parties' real property located at 530 Westward Winds Drive, Nashville, Davidson County, Tennessee.

8. Each party shall be awarded his or her own clothes and personal belongings. The parties have divided their other personal property, including furniture, cooking and eating utensils, towels, etc.; and each party shall be awarded the personal property presently in his or her possession, free from any claim of the other party.

9. Both parties shall carry hospitalization insurance upon the minor children of the parties.

10. The Husband shall be responsible for and shall assume payment of the outstanding indebtedness owed on the Sears Credit Charge, MasterCharge, and Cain Sloan credit card, incurred through midnight, 27 March 1978. The Wife shall assume the outstanding indebtedness owed on her gas credit cards.

11. The Wife shall pay John R. Reynolds a reasonable attorney's fee in this matter in the amount of $350.00.

12. The Wife shall pay the final costs of this cause.

This is a full, complete and final settlement adjudicating all the rights of the respective parties hereto.

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

The parties acknowledge that they have read this instrument in its entirety, and have signed this instrument free and voluntarily and without duress or coercion.

Entered into this 17th day of May 1978.

ROY PORTER CARTER - Husband

Gail Bradley Russ Carter

GAIL BRADLEY RUSS CARTER - Wife

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ROY PORTER CARTER, 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 the 17th day of May 1978.

Notary Public

My commission expires July 22, 1981

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named GAIL BRADLEY RUSS CARTER, 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 the 17th day of May 1978.

Notary Public

My commission expires July 22, 1981

The costs of this cause are taxed against the Defendant, for all of which execution may issue, if necessary.

Enter this 19 day of May 1978.

Robert L. Gillard
ROBERT L. GILLARD, JUDGE

Approved for Entry:

John R. Reynolds
JOHN R. REYNOLDS,
Attorney for Complainant

FILED
JUN 26 3 11 PM '78
CLERK & MASTER

E 73248

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Final Decree has been mailed to the Defendant, Gail Bradley Russ Carter, Warner Park Village, 21 Vaughns Gap Road, Apartment 92F, Nashville TN 37205.

This 18th day of May 1978.

John R. Reynolds
John R. Reynolds

cc: Mr. Roy Porter Carter

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* Roy Porter Carter *Plaintiff, and* Gail Bradley Russ Carter *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* 26th *day of* June *in the year one thousand nine hundred and* seventy-eight *and in the* 102nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Karen Loxley, *D. C.*

Form #GR-117