148-12-195 D.A.

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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KAREN WHITAKER CARTER	)	
	)	
Plaintiff	)	
	)	
VS.	)	NO. 89979
	)	Minute Book 35B
JAMES EDWARD CARTER	)	page 906
	)	
Defendant	)	

FINAL DIVORCE DECREE

This cause came to be heard on the 8th day of February, 1978, before the Honorable Stephen A. North, Judge of the Fifth Circuit Court, upon the original petition for an absolute divorce, testimony of the Petitioner, the original Property Settlement Agreement, entered into between the parties, statements of counsel, from all of which the Court was of the opinion that the differences between the parties were irreconcilable and that the divorce should be granted to the Petitioner.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT the Petitioner, Karen Whitaker Carter, is hereby awarded a divorce from the Defendant on the grounds of irreconcilable differences.

It is further ORDERED that the Property Settlement Agreement entered into by the parties is approved and made a part of this Decree. The terms of the Agreement are as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made and entered into by and between Karen Whitaker Carter of Nashville, Tennessee,

hereinafter referred to as "Wife," and James Edward Carter of Nashville, Tennessee, hereinafter referred to as "Husband," on this the 16th day of December, 1977.

WHEREAS, the parties are Husband and Wife having been married on April 14, 1967, in Nashville, Tennessee;

WHEREAS, certain difficulties have arisen in the marriage and Wife has filed a petition for absolute divorce in the Fifth Circuit Court of Davidson County on November 28, 1977; and

WHEREAS, the parties agree that in the event a decree of divorce is granted, this Agreement may be incorporated into said decree and shall determine the property rights of the parties and the rights with respect to each other;

NOW THEREFORE, in consideration of the mutual agreements and promises of the parties as set out below, the parties hereby agree as follows:

1. REAL PROPERTY: Husband agrees to convey, transfer, and assign to Wife all right, title, and interest that he may have to the real property located at 4608 Artelia Drive, Antioch, Tennessee, more fully described as:

> Land in Davidson County, Tennessee, being Lot No. 164 on the Plan of Hazelwood Estates, Section 12, of record in Book 4300, page 143, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 164 fronts 74.23 feet along the easterly margin of Artelia Drive and runs back between lines 165.14 feet on the northerly line and 164.99 feet on the southerly line to a dead line in the rear which measures 42.21 feet.
>
> Being the same property conveyed to R. B. Woodroof and wife, Margrette D. Woodroof, by deed from E. B. Woodroof and wife, Hazel C. Woodroof, of record in Book 4483, page 882, said Register's Office.
>
> Being the same property conveyed to James E. Carter and wife, Karen W. Carter, by deed from R. B. Woodroof and wife, Margrette D. Woodroof, of record in Book 4610, page 253, said Register's Office.

Husband further agrees that said transfer shall occur within ten (10) days of the granting of any decree

of divorce between the parties. Wife agrees to assume the outstanding indebtedness on the real property and to be solely liable therefor.

2. PERSONAL PROPERTY: The parties have agreed that each shall retain possession of those personal items presently in their possession.

3. DEBTS: Husband and Wife agree to be responsible for those debts which each incurred individually. Husband shall be liable for any debts that have occurred as a result of the marriage provided that Wife shall be solely liable for any outstanding indebtedness on the automobile presently in her possession and the personal loan with Tenn. Tel. Co. Credit Union.

4. ATTORNEY'S FEES AND COSTS: Husband shall be responsible for the attorney's fees and court costs incurred in this cause.

5. ADDITIONAL INSTRUMENTS: Each party shall at the request of the other acknowledge and deliver to the other party any and all instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

6. FULL SETTLEMENT AND RIGHTS RESERVED: Other than herein provided, each party waives any and all rights which he or she may have in and to the property of the other.

This Agreement is not intended, nor shall it be construed to be an agreement for divorce, and either party shall have the right to appear in Court and contest any proceedings.

It is understood and agreed that this Agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge of Husband from all obligations to support Wife. Karen W. Carter acknowledges that the provisions of this agreement are fair, adequate, and satisfactory to her and accepts them in full and final settlement of all claims and demands for alimony and fully discharges said James E. Carter from all claims and demands as provided in this Agreement.

It is further understood and agreed by and between the parties that this property settlement is entered into without any undue influence, force, coercion, or misrepresentation, or for any reason not herein stated.

The provisions of this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

7. EFFECTIVE DATE: This Agreement shall become effective upon incorporation in any final decree of divorce proceeding pending in the Circuit Court of Davidson County, Tennessee. In the absence of the granting of the final divorce and approval of the Court, the provisions of this Agreement shall have no effect.

It is further agreed that, subject to the approval of the Court, the matters and items covered by this Agreement shall be incorporated in any decree granting a divorce to either of the parties.

IN WITNESS WHEREOF, the parties have subscribed their names upon the date and place shown above.

/s/KAREN WHITAKER CARTER

/s/WANDA C. ATCHLEY
Witness

/s/JAMES EDWARD CARTER

/s/ROGER A. DAVIS
Witness

It is further ORDERED that the Defendant shall pay the costs incurred in this cause for which execution may issue, is necessary.

Entered this 14 day of February, 1978.

JUDGE STEPHEN A. NORTH

Approved for entry:

CAROL L. McCOY

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IDENTIFICATION

Nov 21 12 50 PM '78

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

NOV21'78 MISC B* 10.00 * 10.00

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* Karen Whitaker Carter *Plaintiff, and* James Edward 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* 21st *day of* November *in the year one thousand nine hundred and* Seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Lackey, *D. C.*

Form #GR-117