6-19-80
40B/1061

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 95-8
Par 152 Is

CARLEEN C. GUYTON,
Plaintiff

VS.

NO. 80D-696

DONALD J. GUYTON,
Defendant

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FINAL DECREE

This cause came on to be heard on Thursday, June 19, 1980 before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee. Upon appearance of the plaintiff, the submission of a written Property Settlement Agreement signed by both parties, and no Answer having been filed in this cause, the Court is of the opinion that a divorce should be granted to the plaintiff on the ground of Irreconcilable Differences and that the Property Settlement Agreement should be approved.

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff is awarded an absolute divorce from and against the defendant upon the ground of Irreconcilable Differences, and that the plaintiff is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement submitted to the Court is in all respects approved and is incorporated by reference herein as though set forth verbatim as a part of this Final Decree.

The costs of this cause shall be divided equally between the parties, for which execution may issue, if necessary.

Enter This 19th Day of June, 1980

STEPHEN NORTH, Judge
Fifth Circuit Court

APPROVED FOR ENTRY:

W. GARY BLACKBURN,
Attorney for Plaintiff

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FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

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PROPERTY SETTLEMENT AGREEMENT

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WHEREAS, differences have arisen between Carleen C. Guyton (hereinafter referred to as "Wife") and Donald J. Guyton (hereinafter referred to as "Husband"), which the parties deem to be irreconciable,

AND, WHEREAS, the parties desire to enter into a mutually satisfactory distribution of the property of their marriage and further desire to provide adequately for the custody, safety, support and welfare of the minor children of the marriage,

NOW, THEREFORE, in consideration of the mutual benefits to be derived from a fair, equitable, and amicable settlement of said interests, the parties agree as follows:

Custody and Child Support

1. The Wife shall have custody of the minor children of the parties, Kimberly Guyton, Kelly Guyton and Karen Guyton. The Husband shall pay to the wife on or before the 5th day of each month the sum of $125.00 for each minor child until such child shall reach the age of eighteen (18).

2. Visitation. The Husband shall the right to visit with the minor children of the marriage at all reasonable times and places and the Wife covenants not unreasonably to withhold such visitation. In addition to such rights, the Husband shall have one full week of visitation with the children in his own home or elsewhere during the summer vacations of the children. Further, the Wife agrees to make the children available for visitation with the Husband and the paternal grandparents on Thanksgiving Day and Christmas Eve, 1980, and to arrange an amicable and mutually satisfactory arrangement for holiday visitations with grandparents in the future.

3. Personal Property. (a) The parties agree that they have reached a satisfactory division of the personal property of the parties not specifically mentioned herein.

(b) The Husband agrees that he will convey to the Wife all right, title and interest which he may have in a 1975 AMC Hornet Automobile. The Wife agrees that she will convey all right, title and interest that she may have in a 1967 Volkswagon Automobile to the Husband.

(c) The parties agree that the Husband shall have full ownership of Connecticut Mutual Life Insurance Policy No. 2669612, and the Wife shall have exclusive ownership of Connecticut Mutual Policy No. 3046152. Each party may designate any beneficiary whom they may desire within such parties' sole and exclusive discretion. Both parties agree that they will execute any and all documents required to be executed in order fully to accomplish such separate and exclusive ownership, including the right in each party to the cash surrender value and loan value of each such policy. The parties agree that they will be solely responsible for the preimum upon the policy over which they have acquired exclusive ownership.

4. Income Tax Refund. The parties agree that they are due a refund from the Internal Revenue Service resulting from the overpayment of taxes for the tax year 1979. Upon receipt of said refund, the parties agree that they will retire from and out of the proceeds of said refund all indebtedness which exists upon Master Charge Account No. 52473000411799, as of the date of this agreement. The parties agree that they will incur no further or additional indebtedness upon said account from and after the date of this agreement, so long as such account is a joint account in the name of both the Husband and the Wife.

5. The parties further agree that the Wife shall be paid the sum of $150.00 as reimbursement for 1/2 of the attorney's fee paid by the Wife in this cause from the funds remaining after retirement of the Master Charge indebtedness, and

that the remaining funds will be divided equally between the Husband and Wife.

6. Charge Accounts. The parties agree that all charge accounts of the parties will be placed in the Husband's sole name, and that the Wife will refrain from incurring any indebtedness on any such account from and after the date of this agreement.

7. Real Property. The parties own by tenancy by the entirety a house and lot at 2516 David Drive, in Nashville, Davidson County, Tennessee. The Husband agrees that he will convey by quit claim deed executed of even date with this agreement all right, title, and interest which he may own in said property to the Wife. The Wife agrees that from and after said date she will maintain all mortgage payments upon said property and shall hold the Husband harmless from all damages which may arise out of any default upon said indebtedness. Should said property be sold or conveyed at any time and for any reason by the Wife during her lifetime, the Wife shall pay to the Husband, or his heirs or successors, the sum of $5,700.00 from and out of the proceeds of such sale after payment of the principal mortgage which is of record at Book _____, page _____, Register's Office of Davidson County, Tennessee, and the costs of such sale. The Wife herewith acknowledges a lien in the amount of $5,700.00 in favor of the Husband upon said property, and shall register the final judgment in this cause with the Register's Office for Davidson County for the purpose of placing such lien of record.

The parties acknowledge and agree that the above ground swimming pool upon the property is a fixture and shall remain with the real estate as the property of the Wife.

8. This is not an agreement to obtain a divorce, but is a contract to provide for the orderly division of the property of the parties and the care and well being of the children in the event that the Circuit Court for Davidson County, Tennessee

awards an absolute divorce and approves of this agreement. Should this cause be dismissed for any reason, or should an answer be filed in this cause by the Husband, and this agreement shall be null, void and of no effect. Toward this end, the parties agree that all documents executed by the parties, specifically including the quit claim deed conveying the survivorship interest of the Husband in the real estate of the parties to the Wife shall not be put to record until and unless a final order is entered in this cause awarding an absolute divorce to the Wife and against the Husband.

9. The parties agree that the costs of this cause shall be divided equally between the parties.

ENTERED this 21st day of February, 1980.

Carleen C. Guyton
CARLEEN C. GUYTON

Donald J. Guyton
DONALD J. GUYTON

WITNESS

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* Carleen C. Guyton *Plaintiff, and* Donald J. Guyton *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* 8th *day of* July *in the year one thousand nine hundred and* Eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Lackey, *D. C.*