148-14 5-29-80
Par. 46a, 40B/847

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5627 PAGE 166

CAROL JANE RUSSELL,)
Plaintiff)
)
vs.) NO: 80D-219
)
)
GARY EUGENE RUSSELL,)
Defendant)

FINAL DECREE

This cause came on to be heard on the 15th day of May, 1980, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the plaintiff on the ground of irreconcilable differences, the testimony of the plaintiff, the presentation to the Court of a signed Property Settlement Agreement, and the entire record in this cause, from all of which it appears to the Court that the plaintiff should be awarded an absolute divorce from the defendant on the ground of irreconcilable differences, and that the Property Settlement Agreement entered into between the parties should be approved by this Court and made a part of the Final Decree of Divorce.

It is therefore ORDERED that the plaintiff be, and she hereby is, awarded an absolute divorce from the defendant on the ground of irreconcilable differences.

It is further ORDERED that the Property Settlement Agreement entered into between the parties be approved and made a part of this Final Decree and is copied verbatim as follows, with the exception of the legal description of the property which has been added for clarification and for the purpose of registering this Decree as a deed to said property:

AGREEMENT made this 7th day of April, 1980, by and between Carol Jane Russell (hereinafter "Wife") and Gary Eugene Russell (hereinafter "Husband");

WHEREAS, the parties are married, but a divorce is now pending in the Fifth Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties desire to provide for the custody and support of their minor children, and for the equitable division of their real and personal property.

NOW, THEREFORE, the parties agree as follows:

1. Wife will receive the absolute care, custody and control of the parties' minor children, with Husband having visitation privileges at any time he wants them.

2. Husband will pay to Wife as child support the sum of One Hundred Eighty-Three and 33/100 ($183.33) Dollars per child per month, for a total of Five Hundred Fifty and NO/100 ($550.00) dollars per month commencing on March 1, 1980, and paying said child support payment on the first of each and every month thereafter.

3. Wife will receive all right, title and interest in and to the parties jointly owned home located at 4721 Packard Drive, Nashville, Tennessee. A description of said real property follows:

> BEING Lot No. 37 on the plan of Blanchard Heights, as of record in Book 2663, Pages 62 and 63, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> BEING the same property conveyed to Gary E. Russell and wife, Carol Russell by deed from John J. Fox and wife, Donna J. Fox, of record in Book 5163, Page 240, Register's Office for Davidson County, Tennessee.

Wife agrees to give her children in equal shares one-half (1/2) of the proceeds from the sale of the home, if and when sold, except that she may sell at any time before the last child reaches the age of eighteen (18) and she may reinvest all of the proceeds in any new residence as she sees fit. After the last child reaches eighteen (18), upon the sale of the residence she is then residing in, she agrees to distribute

one-half (1/2) of the proceeds to her children in equal shares. Nothing contained herein shall compel her to sell her home after the last child reaches the age of eighteen (18).

4. Wife will receive all the furnishings currently in the home at 4721 Packard Drive.

5. Husband will receive any furnishings now in his possession.

6. Husband agrees to pay a note due and owing First American National Bank and the Master Charge account and shall hold Wife harmless therefor.

7. Wife will receive all right, title and interest in and to the automobile she is now driving, and she will pay any remaining indebtedness thereon and shall hold Husband harmless therefor.

8. Husband agrees to maintain life insurance on his life with his present employer, so long as same is readily availabl and shall name the children as beneficiaries thereon.

9. Husband will pay one-half (1/2) of all medical and dental bills that the children incur.

10. Husband will pay Two Hundred Fifty and NO/100 ($250.00) Dollars to Wife's attorney and shall pay court costs incident to this cause.

/s/ Carol Jane Russell
CAROL JANE RUSSELL

/s/ Gary Eugene Russell
GARY EUGENE RUSSELL

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Gary Eugene Russell, 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 Atlanta, Georgia, this 24 day of March, 1980.

/s/ G.K. Rigsby
NOTARY PUBLIC

My Commission Expires: March 3, 1984

FILED
IDENTIFICATION
JUL 21 3 56 PM '80

Court Costs Taxed to defendant
Entered this 29th day of May, 1980.

/s/ Stephen North
JUDGE

APPROVED FOR ENTRY:

CHEATHAM & PALERMO

By Rose Palermo
Rose Palermo
Attorney for Plaintiff
43 Music Square West
Nashville, TN 37203

cc: Mr. James Omer
Attorney for Defendant
421 Charlotte Avenue
Nahsville, TN 37219

40B/847

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*~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Carol Jane Russell *Plaintiff, and* Gary Eugene Russell *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* 18th. *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. Ducker, *D. C.*

Form #CR-117