12-7-78
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BOOK 5719 PAGE 875

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

map 104-12
parcel 279

RUSH

JAMES CARL CARTEE,]
]
Plaintiff,]
]
VS.] No. 92934
]
MALETA BAUCOM CARTEE,]
]
Defendant.]

FILED & RECORDED REGISTER DAVIDSON COUNTY, TENN. MAR 11 12 06 PM '81

ICOR TAX REFERENCE

332732

FINAL DECREE

This cause came on to be heard on the 5th day of December, 1978, before the Honorable Joe C. Loser, Jr., Judge, upon Complaint for Absolute Divorce, personal service of process, signed Property Settlement Agreement, testimony of the plaintiff in open court in the presence of the defendant, statement of counsel and the entire record in this cause, from all of which the Court is of the opinion that the Property Settlement Agreement signed by the parties and filed with the Court makes adequate provision for the protection and maintenance of the parties' minor child, Brandi Careen Cartee, Age 8, and should be approved; further, the Court finds that irreconcilable differences have arisen between the parties which make further cohabitation unsafe and improper and that the parties should be restored to all the rights and privileges of unmarried parties; and further, that the parties shall pay the court costs in this cause, in equal shares.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement set forth hereinafter is hereby approved:

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between MALETA BAUCOM CARTEE (hereinafter referred to as Wife) and JAMES CARL CARTEE (hereinafter referred to as Husband).

W I T N E S S E T H:

That the parties hereto were lawfully married on April 6, 1962 in Gaffney, South Carolina. As a consequence of certain irreconcilable difficulties that have arisen between the parties, Husband has filed a petition for absolute divorce. The parties are desirous of reaching an agreement concerning the custody and support of their minor child and are desirous of making a final and permanent settlement agreement with respect to their various assets.

Therefore, for and in consideration of the mutual promises and agreement contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Real Estate - All right, title and interest to the house and lot located at 2013 Belmont Blvd. will vest solely in Wife and Husband will be divested of all right, title and interest in same. Wife will assume as her sole obligation the payments for said real estate. All right, title and interest to the business known as Woodlands Gallery located at 2013 Belmont Blvd., operated as a partnership, will vest in Wife and Husband will be divested of all right, title and interest in same. Real estate located at 1724 Linden Avenue, Nashville, Tennessee will vest in Husband and Wife will be divested of any right, title and interest in same. Husband will assume as his sole obligation the payments for said real estate.

2. Art Work - All art work of Carl Cartee in his possession will vest in Husband. All paintings, inks, water colors and engravings of Carl Cartee's located at Woodlands Gallery will vest in Husband and Wife will be divested of any right, title and interest in same, but said art work may remain

in her possession for sale in the regular course of business as per separate agreement.

3. Household Furnishings and Furniture - Each of the parties shall retain the household furnishings, furniture and personal items in his or her respective possession as of July 24, 1978

4. Automobiles - All right, title and interest in the 1977 Chevrolet Malibu Station Wagon will vest in Wife and Husband will be divested of all right, title and interest in same. The Wife will assume as her sole obligation any indebtedness on the Chevrolet Malibu with Cheatham State Bank. All right, title and interest in the 1972 MGB automobile will vest in Husband and Wife will be divested of all right, title and interest in same. No liens are owing on this automobile.

5. Child Custody and Visitation - Wife shall have care, custody and control of the parties' minor child with reasonable visitation in Husband.

6. Child Support - Husband will pay directly to Wife for the support of the parties' minor child the sum of $77.00 per week. This takes into consideration the expense of education through the high school level.

7. Education - Husband agrees to pay reasonable expense of a four-year college education program for the parties' minor child.

8. Insurance - Husband will maintain medical and dental insurance for the benefit of the minor child with any excess medical payments shared equally by the parties. Husband will maintain life insurance on himself through State Farm Insurance Company with the face amount of Nineteen Thousand Six Hundred Dollars ($19,600.00) for the benefit of the parties minor child. Husband will maintain life insurance on the parties' minor child, Brandi Careen Cartee, through State Farm Insurance Company with face amount of Five Thousand Dollars ($5,000.00).

9. Income Tax - For income tax purposes, the parties shall each claim the child as a personal exemption in alternate years, with Husband claiming for year 1978.

10. Indebtedness - Husband agrees to pay existing credit card obligations to Master Charge, Amoco, Diners Club, Exxon, Texaco, Sullivans, Cain Sloan, Penneys and Sears.

Both parties understand that this agreement is subject to the approval of the Court in the event of divorces granted to either party. However, in the event that a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full, final and complete settlement of the property rights as between the parties and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

DATED: August 10, 1978.

Maleta Baucom Cartee
MALETA BAUCOM CARTEE

Jan A. Copeland
WITNESS

James Carl Cartee
JAMES CARL CARTEE

Linda T. Lamb
WITNESS

ADDENDUM, December 4, 1978

In addition to the child support outlined in Paragraph six (6) of the Settlement Agreement of August 10, 1978, Husband shall pay to Wife an additional sum of Twenty ($20.00) Dollars per week through May 31, 1979.

Maleta Baucom Cartee
MALETA BAUCOM CARTEE

Linda B. Hadley
WITNESS

James Carl Cartee
JAMES CARL CARTEE

Linda T. Lamb
WITNESS

It is, therefore, ORDERED AND ADJUDGED by the Court that an Absolute Divorce is granted to Plaintiff on the grounds of irreconcilable differences and the parties are restored to all the rights and privileges of unmarried persons.

It is, therefore, ORDERED AND ADJUDGED by the Court that the court costs in this cause be paid one-half by husband and one-half by wife, for which execution may issue, if necessary.

DATED: 12/7/78

JUDGE

Enter This 7 Day of Dec., 1978

APPROVED FOR ENTRY:

BARRETT, LENAHAN, KNIFFEN & RAY, P.C.

BY: Jude T. Lenahan
Jude T. Lenahan
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a copy of the foregoing Final Decree to the Plaintiff and to the Defendant at their normal places of residence in Davidson County, Tennessee and to Mr. Ted Walker, 21st Floor, Parkway Towers, Nashville, Tennessee 37219 this 5th day of December, 1978.

Jude T. Lenahan

Third Circuit Court MB 114B/pg1436 Docket #92934

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* James Carl Cartee *Plaintiff, and* Maleta Baucom Cartee *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* 11th *day of* March *in the year one thousand nine hundred and* eighty-one *and in the* TWO HUNDRED, FIFTH *year of American Independence.*

GEORGE L. ROOKER, Clerk.