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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C.

150C/2200

DORIS V. WORRELL)
)
VS.) NO. 81D-253
)
CLARENCE J. WORRELL)

FINAL DECREE OF DIVORCE

This cause came on to be heard on this the 5th day of May, 1981, before the Honorable Hamilton Gayden, Judge of the First Circuit Court for Davidson County, Tennessee, upon the original petition filed in this cause, Property Settlement Agreement entered by the parties, statement of counsel representing the plaintiff, and upon the entire record;

From all of which it appears to the Court that the allegations of the plaintiff's petition have been fully sustained by the proof, and that the plaintiff, Doris V. Worrell, is entitled to an absolute divorce from the defendant on the grounds of irreconcilable differences, and restored to all of the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a Property Settlement Agreement, a copy of which is attached hereto, the original having been filed with the divorce petition.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Doris V. Worrell, be and she is hereby granted an absolute divorce from the defendant, Clarence J. Worrell, and restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement entered into by the parties is ratified and confirmed, and made the order of the Court. Said Agreement is as follows:

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CHILD CUSTODY & PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between DORIS V. WORRELL, hereinafter referred to as the "Wife", and CLARENCE JOHN WORRELL, hereinafter referred to as the "Husband".

W I T N E S S E T H:

WHEREAS, the Wife and the Husband were married on July 23, 1975, and resided together in that relationship until on or about May 15, 1980, in Davidson County, Tennessee, when they were separated; and

WHEREAS, there was one child born of this marriage, namely CLARENCE JOHN WORRELL, JR., age five (5) years; and

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart and each state that it is their mutual desire that their marriage be terminated by divorce; and

WHEREAS, the Wife filed in the Circuit Court for Daviddson County, Tennessee, a suit for divorce styled DORIS V. WORRELL, Plaintiff -vs- CLARENCE JOHN WORRELL, Defendant, seeking among other things, an absolute divorce; and

WHEREAS, the parties desire to enter into the following Child Custody & Property Settlement Agreement as a complete and final settlement with respect to all questions of alimony, child support, and the division of the material estate.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. That the Wife and the Husband shall have joint legal custody of the minor child of the parties, Clarence John Worrell, Jr., with the Wife making the day to day decisions as to the welfare of the child, but the decisions as to what school to attend, medical problems, and other problems involving major things, shall be made jointly.

2. The Husband shall have the following visitation rights which are considered to be reasonable by both parties: two weekends per month shall be reserved for the Husband. Should the Wife leave the State of Tennessee, then Husband shall have custody of Clarence John Worrell, Jr. for a minimum of six weeks out of each year.

3. The Husband shall pay directly to the Wife the sum of $200.00 per month as child support for the minor child, Clarence, Jr. In the event the Husband pays for his son's tuition, then child support shall be $100.00 per month.

4. The Husband agrees to pay all dental bills. Husband shall pay for school clothes. Should the parents decide that it would be in the best interest of the child to attend private school as opposed to a public school, then Husband shall pay all tuition for said child.

5. Wife agrees to transfer all of her right and interest in the property located at 2520 Flamingo Drive, Nashville, Davidson County, Tennessee, to the Husband and shall sign all necessary documents to effect the transfer of said property.

6. Husband shall pay to the Wife the sum of $1,000.00 for her equity in the home located at 2985 Cherry Hills Drive, Antioch, Tennessee, and Wife shall sign all documents necessary to effect the transfer of this property.

7. The Husband agreed to pay the balance of the court costs of this cause.

8. The personalty in the possession of the Wife shall become her sole property and the personalty in the possession of the Husband shall become his sole property.

9. The parties desire that this Agreement be incorporated as a part of any Final Decree of Divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

10. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

11. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, 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.

12. From the date of the execution of this Agreement, neither party will incur any indebtedness upon the credit of the other. Should this covenant be violated and one party is required voluntarily or involuntarily to pay a debt incurred by the other party, the party who makes such payment shall be entitled to indemnity from the other party for all legal obligations paid, including the amount paid, reasonable attorneys fees actually incurred and interest actually paid, not to exceed the maximum rate allowed by law.

DORRIS V. WORRELL, Wife

Sworn to and subscribed before me this 12th day of September, 1980.

Notary Public

My Commission Expires: July 12 83

CLARENCE JOHN WORRELL, Husband

Sworn to and subscribed before me this 22 day of September, 1980.

Notary Public

My Commission Expires: Oct 12, 1983

The cost of this cause is adjudged against the defendant, Clarence J. Worrell, for which let execution issue if necessary.

ENTER, this 5th day of May, 1981.

JUDGE

APPROVED FOR ENTRY:

DAVID J. LEVINE
Attorney for Plaintiff

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IDENTIF. REFERENCE
AUG 7 2 36 PM '81
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of May, 1981, I mailed a copy of the foregoing Final Decree of Divorce to Mr. Clarence J. Worrell, 2985 Cherry Hills Drive, Antioch, Tennessee 37013.

DAVID J. LEVINE

81D-253 1500/2200

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Doris V. Worrell *Plaintiff, and* Clarence J. Worrell *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* 7th *day of* August *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*