IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE

FILED
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GEORGE L. ACKERMAN, CLERK
D.C.

CARLA ANN ROBBINS THOMPSON)
Plaintiff)
VS.) No. 81D-176
)
CAREY JEROME THOMPSON)
Defendant)

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Map 90-12
Par 125
SDA-30535

FINAL DECREE

This cause came on for hearing on the 6th day of April, 1981, before the Honorable Hamilton Gayden, Judge in the First Circuit Court, upon the complaint for absolute divorce heretofore filed on the 16th day of January, 1981; the property settlement agreement executed on or about the 14th day of January, 1981; the testimony of the Complainant and the statement of her attorney. From all of which the Court is of the opinion that the Complainant has sustained her burden of proof for an absolute divorce based on the statutory grounds of irreconcilable differences. It therefore is:

ORDERED, ADJUDGED AND DECREED that the Complainant, Carla Ann Robbins Thompson, is hereby awarded an absolute divorce based on the statutory grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED that the property settlement agreement entered into by the parties on or about the 14th day of January, 1981, makes adequate and sufficient provisions for the equitable settlement of all property rights between the parties, and therefore, is incorporated by reference into the decree of this Court.

IT IS FURTHER ORDERED that the Complainant Carla Ann Thompson be restored to her maiden name of Carla Ann Robbins.

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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GEORGE L. PEEKER, CLERK
D.C.

CARLA ANN ROBBINS THOMPSON)
Complainant)
)
VS.) No. 81D-176
)
CAREY JEROME THOMPSON)
Defendant)

PROPERTY SETTLEMENT AGREEMENT

This Agreement entered into on the 14th day of January, 1981 by and between Carla Ann Robbins Thompson (hereinafter referred to as "WIFE") and Carey Jerome Thompson (hereinafter referred to as "HUSBAND").

WITNESSETH:

WHEREAS, HUSBAND and WIFE (collectively the parties) were married at Nashville, Davidson County, Tennessee, on August 26, 1972; and

WHEREAS, there have been no children born of this marriage; and

WHEREAS, irreconcilable differences have developed between HUSBAND and WIFE and there appears to be no chance for reconciliation; and

WHEREAS, there is presently pending or will be filed an action for absolute divorce in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties desire to settle of their property rights by mutual agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenant contained herein the parties agree as follows:

1. Residential Real Estate. WIFE has purchased HUSBAND'S interest in a certain piece of residential real estate in Davidson County, Tennessee, known as 604 American Road, Nashville, Tennessee. The parties state that the terms of such sale were fair and reasonable and ask the Court to ratify the sale. WIFE shall be responsible for all expenses for the aforesaid real estate from and after the execution of this agreement.

2. Automobiles. HUSBAND shall retain as his sole and separate property free and clear from any claim by WIFE, a 1977 Oldsmobile Starfire and a 1978 Dodge Challenger. WIFE shall retain as her sole and separate property free and clear from all claims of HUSBAND a 1971 Ford Pinto. Each party shall be responsible for all costs and maintenance of their respective automobiles.

3. Personalty. The parties have divided their personal property in a fair and equitable manner and ask the court to ratify such a division.

4. Prior Debts. HUSBAND shall be solely responsible for two loans, the proceeds of which were used to purchase the two automobiles he retains pursuant to Section 2 hereinabove. He shall also be responsible for a personal loan #10212-011 in the amount of approximately $2,200.00 from the U.S. Courthouse Credit Union. HUSBAND shall further be responsible for the parties' Amoco account through the date of this agreement and shall be responsible for the payment of debt owed to the GE Credit Corporation for the purchase of a stereo set. WIFE will be solely responsible for the payment the parties accounts at McClures and Cain Sloan department stores. She shall also be solely responsible for the payment of a loan from the Auto Glass Credit Union in the amount of approximately $900.00 and account #10211-013 in the amount of approximately $2,200.00 from the U.S. Courthouse Credit Union.

5. Medical Insurance. WIFE shall continue to carry HUSBAND on her medical insurance from the date of this agreement until either: one, HUSBAND secures employment; two a divorce is granted in this cause; or three, a period of ninety (90) days expires, whichever event occurs first.

6. Income Tax Refund. The parties shall share in the 1980 Income Tax refund check in proportion to their respective contributions to total gross income.

7. Incorporation. The parties hereby agree that, subject to the approval of a Court of competent jurisdiction the terms of this Agreement may be incorporated into a Final Divorce Decree.

8. Conditional Instruments. Each of the parties may, from time to time, request the other to execute, acknowledge and deliver to the other party, any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

9. Costs. WIFE shall pay all costs of this action.

10. Attorney's Fees. Each party shall be entirely responsible for the attorney's fees incurred by the respective party.

11. Understanding. It is understood and agreed by and between the parties that this Agreement is entered into without 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.

WIFE

Carla Ann Robbins Thompson

CARLA ANN ROBBINS THOMPSON

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before me the 14th day of January, 1981.

Cynthia A. Stout

NOTARY PUBLIC

My Commission Expires: 4-22-84

HUSBAND

Carey Jerome Thompson

CAREY JEROME THOMPSON

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before me the 14th day of January, 1981.

Cynthia A Stout

NOTARY PUBLIC

My Commission Expires: 4-22-84

APPROVED FOR ENTRY:

Steve Cobb

Steve Cobb,
Attorney for the Complainant
Suite 802, UAB Building
Nashville, Tennessee 37219
615/254-1185

The costs of this cause shall be taxed to the Complainant, for which execution may issue, if necessary.

Entered this 7th day of April, 1981.

HAMILTON GAYDEN, JUDGE

APPROVED FOR ENTRY:

Steve Cobb
Suite 802, United American Bank
Nashville, TN 37219
615/254-1185

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APR 8 | 44 PM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

First Circuit Court MB 150B/ pg 1681 Docket # 81D-176

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* Carla Ann Robbins Thompson *Plaintiff, and* Carey Jerome Thompson *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* April *in the year one thousand nine hundred and* eighty-two *and in the* Two hundred, sixth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117