124C 1948

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHRISTIE PARRISH SHELTON,
Plaintiff

vs.

ANTHONY HAROLD SHELTON,
Defendant

No. 81D-4133

Map. 103.4
Par. 231

FINAL DECREE

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This cause came on to be heard this 12th day of March, 1982, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint of the plaintiff for absolute divorce having been filed November 16, 1981, personal service of process having been effected upon the defendant on November 20, 1981, a property settlement agreement having been signed by both parties and filed with the court on February 22, 1982, and the cause being heard as an uncontested divorce on the grounds of irreconcilable differences; testimony of the plaintiff introduced in open court, statement of counsel for plaintiff, and the entire record; from all of which it appears to the satisfaction of the Court that irreconcilable differences exist between the parties which make it impossible to continue the marriage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Christie Parrish Shelton be and she is hereby granted an absolute divorce from the defendant, Anthony Harold Shelton, and further that the plaintiff be restored to all the rights and privileges of an unmarried person.

And it further appearing to the Court that the plaintiff and defendant executed a property settlement agreement, and a custody agreement concerning their two minor children, and in said agreement defined their respective obligations to each other, said agreement having been filed and made a part of the record in this cause and the same being incorporated and made a part of this decree by being

attached hereto and which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into by and between Christie Parrish Shelton (hereinafter referred to as "wife") and Anthony Harold Shelton (hereinafter referred to as "husband").

W I T N E S S E T H:

That, the parties hereto were lawfully married on September 29, 1972 in Nashville, Tennessee. As a consequence of certain irreconcilable difficulties that have arisen between the parties the wife has filed a petition for absolute divorce. The parties are desirous of entering into an agreement pursuant to T.C.A. 36-801 (II) concerning the custody and support of their minor children, Angela Renee Shelton, and Connie Marie Shelton, and are desirous of making a final and permanent settlement agreement with respect to their various assets and liabilities.

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

1. Child Custody and Visitation. Absolute care, custody and control of the parties' minor children, Angela Renee Shelton, and Connie Marie Shelton will be awarded to the wife. Husband shall have the right of reasonable visitation with the minor children at any and all times that are mutually agreeable to the parties. In addition, the husband will have the right to telephone the children at any time to check on their welfare.

2. Child Support. Until July 1, 1982, the husband will pay to the wife the sum of $40.00 per week as child support payable by check directly to the wife by Saturday of each week. After July 1, 1982, the husband will pay to the wife $50.00 per week as child support for the parties' two children payable by check directly to the wife on Saturday of each week.

3. Debts of the Family. The parties have accumulated family debts of approximately $1,530.00 to G.E.C.C., Sears, Castner Knott, Medic Count, and Master Charge. Husband agrees to pay to the wife $765.00 prior to the divorce hearing, as his share of these obligations. Wife agrees to hold the husband harmless on those debts after that payment.

4. Business Debts. Husband agrees to obtain the release of the wife from liability on a note with Associates Capital for the approximate amount of $2,400.00 and husband agrees to see that the wife is held harmless on that note until she is released, and her automobile title is returned.

5. Real Property. The wife shall receive as her sole property the parties' home at 4307 Nebraska Avenue, Nashville, Tennessee and all right, title and interest of the husband to said property and home shall be divested out of him and vested solely in the wife. The wife agrees to hold the husband harmless on the parties' mortgage for the home. The wife further agrees that if she sells the home at 4307 Nebraska Avenue prior to the parties' two minor children reaching the age of 18, then either one-half of the net profit, after taxes and real estate commissions, received for the home will be placed in a savings account to be used for the children's college education, their necessary medical expenses, or used for the

purchase of a new home in which the minor children would be 50% co-owners with the wife. If only one of the parties' children is under age 18, then only one-fourth the net profit received for the home will be placed in the aforementioned savings account, and only that child would be one-fourth owner of any new home purchased with the proceeds from the sale of the first home. If either of the parties' two children decide not to attend college, and the money is not used for their medical expenses, then that child's portion of the savings account reverts to the wife. If the wife remarries prior to either child reaching 18, then wife agrees to convey one-fourth interest in the house to each child not yet 18, and to require her prospective husband to enter a pre-nuptual agreement waiving any interest to the home.

6. Furniture and Household Furnishings. The wife will have absolute ownership of all the household furnishings presently at the parties' home at 4307 Nebraska Avenue, except that the husband will receive two three leg tables, and the drink box. The husband will have absolute ownership of all property in his possession, except that the wife will receive as her sole property the metal closet, the yellow metal foot locker, and the bedside table. He will also return to the parties' minor child Angela her clock radio.

7. Automobiles. The wife will retain as her automobile the 1967 Cutlass Supreme. The husband will retain as his automobile the 1976 Chevrolet.

8. Life Insurance Policies. Husband agrees to make the wife the owner of the $18,000.00 National Life of Vermont Policy, Number 145 4269, which is a policy on his life with the mutual understanding that the children are to remain as the beneficiaries. Husband also agrees to make the wife the owner of the $10,000.00 National Life of Vermont Policy, Number 1551518 on the life of the parties' minor child, Angela Renee Shelton.

9. Court Costs. The husband will pay all court costs of the divorce action.

10. Attorney's Fees. Each party agrees to pay their own attorney's fees.

11. Further Assurances. Each of the parties shall from time to time execute, acknowledge, and deliver any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

This agreement if and when approved by a court of competent jurisdiction in Davidson County, Tennessee, and incorporated into any final decree of divorce which might be granted to the parties shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties which either party may now have or which might accrue to either in the future except as otherwise herein provided, and is provided by law. Specifically included in this agreement are any claims for support, maintenance, alimony, attorney's fees, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the property or estate of the other.

Witness our hands on this 11th day of February, 1982.

/s/ Christie Parrish Shelton
CHRISTIE PARRISH SHELTON

/s/ Aaron Wyckoff
ATTORNEY

/s/ Anthony Harold Shelton
ANTHONY HAROLD SHELTON

/s/ Robert B. Young
ATTORNEY

And the Court being satisfied that the above set forth property settlement agreement, and custody agreement, is in all things proper, fair, and equitable to the parties and should be approved and incorporated in this final decree of absolute divorce, it is, therefore, ORDERED, ADJUDGED AND DECREED, the the property settlement agreement executed by the plaintiff and defendant said property settlement agreement having been set forth hereinabove and incorporated and attached to this decree, be, and is hereby, approved in all things and made a judgment of this Court as surely and completely as though each and every item had been separately adjudicated herein.

The costs of this cause are to be paid by the defendant, for which execution may issue if necessary.

Entered this 22 day of March, 1982.

JUDGE

APPROVED FOR ENTRY:

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IDENTIF. REFERENCE

APR 12 10 43 AM '82

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

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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* CHRISTIE PARRISH SHELTON *Plaintiff, and* ANTHONY HAROLD SHELTON *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* 12th *day of* April *in the year one thousand nine hundred and* eighty-two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*