IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROY LEE DUDLEY, JR.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 81D-574
	)	
CHERYL L. CARTER DUDLEY,	)	
	)	
Defendant.	)	

FINAL DECREE

BOOK 5904 PAGE 608

This cause came on to be heard on the 5th day of May, 1981, before the Honorable Hamilton Gayden, Jr., Judge of the First Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the defendant having dispensed with the need for personal service by entering into a written and notarized Property Settlement Agreement, as provided for by T.C.A. §36-801(II), judgment by default heretofore taken, the testimony of the plaintiff in the Complaint, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Roy Lee Dudley, Jr., be, and hereby is, awarded an absolute divorce from the defendant, Cheryl L. Carter Dudley; that each party be restored to all the rights and privileges of an unmarried person; and that defendant have her maiden name restored to her use, namely: Cheryl L. Carter.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Property Settlement Agreement heretofore submitted to and approved by the Court, and attached hereto, be incorporated into and made a part of this Final Decree.

06/29 15.00- 5303

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 161 - 6 par. 68

ROY LEE DUDLEY, JR.)
)
vs.) NO. 81D-574
)
CHERYL L. CARTER DUDLEY)

BOOK 5904 PAGE 609

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 12 day of February, 1981, by and between ROY LEE DUDLEY, JR., hereinafter referred to as "Husband", and CHERYL L. CARTER DUDLEY, hereinafter referred to as "Wife", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The only real property in which the parties hold a joint interest is a house and lot located at 682 Huntington Parkway, in Nashville, Davidson County, Tennessee, 37211, said real property being more particularly described as follows:

> BEING Lot No. 51 on the Plan of Huntington Park, Section 1, as of record in Book 4175, Page 10, Register's Office, Davidson County, Tennessee.
>
> SAID Lot No. 51 fronts 73 feet on the northerly margin of Huntington Parkway and runs back 169 feet on the westerly line and 158 feet on the easterly line to a dead line in the rear measuring 75.83 feet thereon.
>
> BEING the same property conveyed to William & Lee, Inc. by deed from Andrew Ewing, Trustee, as of record in Book 4551, Page 929, Register's Office, Davidson County, Tennessee.
>
> With conveyance subject to the restrictions as of record in Book 4225, Page 778, Register's Office, Davidson County, Tennessee.

AND BEING the same property conveyed to Roy Lee Dudley, Jr., et ux Cheryl L. Dudley, by deed from William & Lee, Inc., as of record in Book 4639, Page 73, Register's Office, Davidson County, Tennessee.

The parties hereby agree that the Wife shall have all right, title and interest in and to said above-described real property; and that the Wife shall be solely responsible for the timely repayment of the mortgage indebtedness secured by said real property, including taxes and insurance. The Wife hereby holds the Husband harmless from any and all liability with regard to the mortgage indebtedness or any other liens or loans on said real property; and the Husband hereby agrees to sign any documents should same become necessary to transfer title to said real property solely to the Wife, or to a third party, should the Wife elect to sell the same at a future date, it being understood that the Wife shall be entitled to receive all net proceeds from the sale of said real property. Net proceeds, for the purposes of this Agreement, shall be defined as the net amount due the seller(s) after payment of any mortgage indebtedness, real estate taxes, real estate agents' commissions, and other ordinary selling expenses.

2. The Wife shall have all right, title and interest in and to the household furniture and furnishings owned by the parties; and the Wife hereby assumes sole responsibility for the timely repayment of a certain loan due General Electric Credit Company, which loan financed the purchase of said household furniture and furnishings.

3. The Husband shall have all right, title and interest in and a certain automobile, titled in his name; and he shall be solely responsible for the timely repayment of any loans or encumbrances secured by said automobile.

4. The Husband hereby assumes sole responsibility for the timely repayment of the following debts or accounts incurred during the parties' marriage: (a) Master Charge; and (b) Sears, Roebuck & Company, Inc.

5. The Wife hereby assumes sole responsibility for the timely repayment of the following debts or accounts incurred during the parties marriage: (a) J. C. Penney Company; and (b) MediCount.

6. The parties hereby agree that from and after the date of the signing of this Agreement, each party shall be solely responsible for the repayment of any loans, debts or accounts incurred in his or her own name.

7. The Wife shall have the right to have her maiden name restored to her use; namely: Cheryl L. Carter.

8. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as described and provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Roy Lee Dudley Jr.
ROY LEE DUDLEY, JR.

Cheryl L. Carter Dudley
CHERYL L. CARTER DUDLEY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, ROY LEE DUDLEY, JR., with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 12 day of Feb, 1981.

NOTARY PUBLIC

My commission expires:
1-31-84.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, CHERYL L. CARTER DUDLEY, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 12 day of Feb, 1981.

NOTARY PUBLIC

My commission expires:
7-24-84.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

BOOK 5904 PAGE 613

ENTER, this 11th day of May, 1981.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

RUSH

IDENTIF. REFERENCE

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN
JUN 29 2 53 PM '82

G 9 7 6 9 8

cc: Ms. Cheryl L. (Carter) Dudley
682 Huntington Parkway
Nashville, Tennessee 37211

81D-574 1500/2235

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* Roy Lee Dudley, Jr. *Plaintiff, and* Cheryl L. Carter Dudley *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* 23rd *day of* June *in the year one thousand nine hundred and* eighty-one *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*