FILED

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE 1983

GEORGE L. ROOKER, Clerk

By _____ Deputy

CAROL ANN BLANTON)
)
)
vs.) NO. 83D-716
)
) Map 161-4
MICHAEL EDWARD BLANTON) Par 146 JW

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FINAL DECREE

This cause came on to be heard on July 11, 1983, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee upon original Complaint for Absolute Divorce, testimony of the Complainant, review of the agreement entered into by the parties as to custody and property, and after testimony of Wife, the Court was of the opinion that the parties have irreconcilable differences and, further, that the agreement entered into by and between the parties should be approved by the Court.

It is therefore ORDERED by the Court that Wife, Carol Ann Blanton, be and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED by the Court that the agreement entered into by and between the parties is affirmatively found to make adequate and sufficient provision for the custody and maintenance of the parties minor children and for the equitable settlement of the property rights between the parties and is approved and made a part of this Final Decree, which Property Settlement Agreement reads in words and figures as follows:

4075 09/01 21.00- CHECK
H 7.0 7.6.6.
IDENTIF. REFERENCE
SEP 1 9 13 AM '83
FELIX Z. ... Register
DAVIDSON COUNTY, TN

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

CAROL ANN BLANTON :

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vs. : No. 83D-716

MICHAEL EDWARD BLANTON :

. . . . . .

A G R E E M E N T

In this cause, it appears to the Court that wife has filed suit for absolute divorce and that the parties are desirous of settling their custody and property rights, all subject to the approval and sanction of the Court. In the event the Court should see fit to grant wife an absolute divorce in this cause, the parties have agreed as follows:

1. Wife is to receive the divorce on the grounds of irreconcilable differences, if the Court is convinced that such is the case.

2. Husband and Wife are to have joint custody of the parties' minor children; however, the children's principal place of residence will be with the mother.

3. The house or real property or home place will be owned by the parties as tenants in common, and the Wife shall have the right to remain and live in the house until such time as she remarries or until the youngest child reaches eighteen or until both Husband and Wife agree to sell the house, which ever event occurs first.

4. Wife will pay the house note and expenses related to the house and the equity will be divided on a fifty/fifty basis at which time the house is sold one-half to Husband and one-half to Wife.

5. Husband will pay to Wife the amount of Four Hundred Dollars ($400.00) as month as child support on the first day of each month.

6. Wife is to keep all furniture and have all right, title and interest to all household furniture, furnishings, fixtures except the parties' bedroom suite and love seat and chiar in the den, which property shall be vested in Husband.

7. Wife shall have all right, title and interest to the 1975 Chevrolet automobile.

8. Husband will have all right, title and interest to the Ford truck.

9. Both Husband and Wife will be responsible for their own charges.

10. Husband will keep children on hospitalization insurance policy that he now has, or in the event this policy is unable for any reason to be kept in full force and effect, he will provide a similar hospitalization policy for the parties' children.

11. Husband shall have visitation privileges with his minor children at reasonable times and places so long as he calls in advance and advises Wife when he will exercise his visitation privileges and takes the children with him rather than exercising his visitation rights in the home.

12. Wife will pay the court costs.

13. Both Husband and Wife acknowledge that this agreement makes adequate and sufficient provision for the custody and maintenance of the parties' minor children and, further, for the equitable settlement of the property rights between the parties.

14. Each party will sign any memorandum, paper, writing, deed or title or written instrument in order to carry out the terms of this agreement.

15. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of Husband and Wife from all other claims arising out of their marital relations and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire

under the laws of any jurisdiction in the other's property, including without limitation, by waiver or dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Husband and Wife and any property that either of them may acquire in the future. The Wife and Husband both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

16. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any other reason not herein stated.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 11th day of April, 1983 as to the Wife and on the 7th day of April, 1983 as to the Husband.

Carol Ann Blanton
CAROL ANN BLANTON

Michael Edward Blanton
MICHAEL EDWARD BLANTON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state, the within named Carol Ann Blanton, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, this 11th day of April, 1983.

Laura Robert
NOTARY PUBLIC

My Commission Expires: 7-17-83

STATE OF TENNESSEE

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COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state, the within named MICHAEL EDWARD BLANTON, who acknowledged that he executed the foregoing instrument for the purposes therein conntained.

Witness my hand and official seal this 7th day of April, 1983.

Dawn McDonald
NOTARY PUBLIC

My Commission Expires: My Commission Expires JAN. 19, 1986

It is further ORDERED by the Court that the real property now owned by the parties as tenants in common is described in the words and figures as follows:

Being the southerly part of Lot No. 5 on the Plan of Goodrich Heights, as of record in book 2663, page 60, Register's Office for said county.

Said Lot fronts 100 feet on the southerly side of Tusculum Road, as widened, and extends back 321.2 feet on the westerly line and 330.3 feet on the easterly line to a dead line and measures 100.7 feet thereon.

Being the same property conveyed to Michael E. Blanton and wife, Carol Ann Blanton, by deed from James L. Eubank and wife, Katie L. Eubank, of record in Book 4965, Page 388, R.O.D.C., Tennessee.

ENTER this 14th day of July, 1983.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Michael Edward Blanton, he having no attorney of record, 200 Norway Terrace, Nashville, Tennessee this 14th day of July, 1983.

JACK A. BUTLER

Mail
Jack Butler
12th Fl.
First Amer. Ctr.
37238

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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* Carol Ann Blanton *Plaintiff, and* Michael Edward Blanton *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* 1st *day of* September *in the year one thousand nine hundred and* eighty-three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117