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Bk. 131C/192

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

61-14
Lav 155

LINDA GAIL HARRIS)
)
VS.) NO. 83D-6
)
RONNIE FRANKLIN HARRIS)

FINAL DECREE OF DIVORCE

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This cause came on to be heard on the 5th day of July, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint of the Plaintiff, Linda Gail Harris, heretofore filed in this cause, having been personally served upon the Defendant, Ronnie Franklin Harris, the testimony of the Plaintiff and statement of counsel, from all of which it appeared to the Court that the Plaintiff, Linda Gail Harris and the Defendant, Ronnie Franklin Harris, had encountered such Irreconcilable Differences in their marriage that a Final Decree of Divorce should be awarded.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the Plaintiff, Linda Gail Harris, be and is hereby awarded an Absolute Divorce from the Defendant and that the bonds of matrimony heretofore subsisting between the parties be and they are completely and forever dissolved and that the Plaintiff be and she is hereby restored to all of the rights and privileges of an unmarried person.

It further appearing to the Court that the Plaintiff, Linda Gail Harris, and the Defendant have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights by and between the said parties, the said written agreement being set out as follows:

"PROPERTY SETTLEMENT AGREEMENT

This Agreement entered into this ____ day of July, 1983,

by and between Linda Gail Harris and Ronnie Franklin Harris, is made by these parties for the purpose of resolving certain matters relating to their divorce. The parties are married to each other and the Plaintiff has filed a Complaint for an Absolute Divorce against the Defendant. Each party has made a full disclosure to the other of all properties and assets owned by them and of the income derived therefrom and from all other sources, and of all of the debts and liabilities owing by either of the parties.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

CHILD CUSTODY AND SUPPORT

The parties hereby agree that Mrs. Harris shall have custody of the parties' minor child, Angela Gail Harris, and that Mr. Harris shall have visitation rights with his daughter as follows: every other weekend from 5:00 p.m. Friday until 5:00 p.m. Sunday beginning with the weekend following the entry of the Final Decree; half a day on Christmas Day and for the following week; half a day on the 4th of July and any other time as may be mutually agreed upon by the parties.

The parties agree that Mr. Harris shall pay the sum of $35.00 per week for the support of his daughter, and that amount shall automatically increase to $50.00 per week when Mr. Harris finds employment. It is further agreed that the parties shall divide equally any medical payments incurred by the child.

REAL PROPERTY

The parties hereby agree that all right, title and interest that Mr. Harris has in the house and lot at 3707 Hilltop Avenue, Nashville, Tennessee, shall be divested from him and vested solely in the name of Linda Gail Harris. Mr. Harris is to retain a lien against the house in the amount of $5,000.00, but that amount shall not be payable until the parties minor child, Angela Gail Harris, reaches the age of 18 years, or the Plaintiff remarries or the house is sold. The house at 3707

Hilltop Avenue is more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 131 on the plan of E. B. Craig's Subdivision, of record in Book 894, pages 640 and 641, Register's Office for said County.
>
> Said Lot No. 131 fronts 50 feet on the westerly side of Craig Street and runs back between parallel lines 140 feet to the easterly margin of Lot No. 142.
>
> Being the same property conveyed to Ronnie F. Harris and wife, Linda G. Harris, by deed from W. W. McLin and Louise McLin, of record in Book 5842, page 452, Register's Office for Davidson County, Tennessee.

Mrs. Harris agrees to make the payments due on the Installment Deed secured by the house described above, and further agrees to hold Mr. Harris harmless for any sums due under the terms of the Deed.

HOUSEHOLD FURNISHINGS AND PERSONAL PROPERTY

The parties hereby agree that Mrs. Harris is to retain all household furnishings currently in her possession, and she shall assume all liability for any debts against said property. The parties agree that each is to have possession of his or her own personal property.

AUTOMOBILE

The parties agree that Mr. Harris is to have all right, title and interest in the parties' 1980 Buick automobile and that any interest Mrs. Harris has in the car shall be divested from her and vested solely in the name of Mr. Harris. Mr. Harris agrees to assume all liability for the debt owed on the car to GMAC and hereby agrees to hold Mrs. Harris harmless for any sums due on this debt.

ATTORNEY FEES AND COURT COSTS

Mr. Harris agrees to pay an additional attorney fee of $300.00 to Mrs. Harris' attorney, James W. Rutherford 30 days from entry of the Final Decree of Divorce. Mr. Harris shall be responsible for his own attorney fees, and further agrees to pay any court costs over and above that paid by Mrs. Harris upon initially filing the Divorce Complaint.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement be-

tween the parties, whether written or oral, and neither have any further rights or obligations except as herein set forth.

This Agreement is not intended, and does not have any bearing on either party's right to a divorce, and it is not to be construed as an agreement for either party to obtain a divorce, the parties recognizing that the prerogative of granting a divorce rests in the sound discretion of the Court. In the event a divorce is granted, this Agreement or the substance of this Agreement, shall be effective and incorporated in the Divorce Decree or made a part of said Decree.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date shown below their signatures.

/s/ Linda Gail Harris
LINDA GAIL HARRIS

DATE: 7/20/83

/s/ Ronnie F. Harris
RONNIE FRANKLIN HARRIS

DATE: 7/14/83

It further appears to the Court that adequate provisions, by said written Property Settlement Agreement, have been made for the equitable settlement of the property rights between the parties and for child custody and support.

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

ENTERED this the 12 day of August, 1983.

Muriel Robinson
MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

L. G. Burnett Jr.
L. G. BURNETT, JR.
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WITNESS AUGUST FIFTEENTH, 1983

7649 09/15 15.00- CHECK

H 7 3 8 3 1

IDENTIF. REFERENCE

SEP 15 2 36 PM '83

FELIX Z. WHITE JR. REGISTER
DAVIDSON COUNTY, TN

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mail
Buddy Burnette
421 Charlotte Ave.
37219

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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* ~~correct transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Linda Gail Harris *Plaintiff, and* Ronnie Franklin Harris *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* 15th *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 D. Coker, *D. C.*

Form #GR-117