129C:2542

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1983 APR 28 AM 10:55
GEORGE L. ROUKER, CLERK
D.C.

map 148-08 Parcel 46

Box 27

Robert Tuggle,

PLAINTIFF

VS.

DOCKET NUMBER 83D-54

Carol Tuggle,

DEFENDANT

BOOK 6489 PAGE 39

FINAL DECREE

This cause came on to be heard this 28th day of April, 19 83, before the Honorable James L. Curtis Sr., JUDGE, upon the complaint of the plaintiff, service upon the defendant, a notarized property settlement agreement, a default judgment, and testimony of the plaintiff in open Court, and the entire record.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of any children of this marriage and for the equitable settlement of any property rights between the parties, and that the plaintiff is entitled to a divorce on the grounds of Irreconcilable Differences.

IT IS THEREFORE, ORDERED AND DECREED that the plaintiff be and is hereby awarded an Absolute Divorce and both parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED that the Property Settlement Agreement submitted by the parties and filed with the Court settling their respective marital property rights is hereby approved by the Court and made an Order of this Court by its incorporation into this Final Decree.

IT IS FURTHER ORDERED that the plaintiff shall pay the costs of this cause.

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DAVIDSON COUNTY, TN

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GEORGE L. ROOKER, CLERK

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Robert Edward Tuggle,

HUSBAND

VS.

Carol Ellen Gardner Tuggle

WIFE

BOOK 6489 PAGE 40

MB D.C.

DOCKET NUMBER 830-54

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, said husband and wife are filing and/or have filed a divorce action in the Circuit Court for Davidson County, Tennessee, under said docket number,

AND, they desire to hear and try their divorce under the provisions of TCA 36-801 (11);

THEREFORE, the parties agree as follows and submit this agreement to the Court for approval:

(1) The parties are purchasing a house at 868 Oakwood Terrace Drive, Antioch, Tennessee, and both parties agree that this house is to go to the husband as his property absolutely. The husband hereby agrees to assume all liabilities against said wife and to pay them off and to hold the wife harmless from any liabilities hereon.

(2) The wife is to receive the 1976 Monte Carlo automobile as her property.

(3) These parties owe no joint debts at this time.

(4) Absolute care and custody of the minor children of the parties is to be awarded to the wife, allowing the husband unlimited visitation rights.

(5) The husband hereby agrees to pay the sum of $200.00 per month child support directly to the wife with the first payment being due and payable following the signing of this instrument.

(6) The husband hereby agrees to keep and maintain hospital and medical insurance on the children. The parties further agree that any medical expenses on the children not covered by the insurance will be split by the parties.

(7) The wife will be allowed to count Kelly Ann as her dependent for income tax purposes and the husband will be allowed to count Kristi Robert as his dependent for income tax purposes.

From and after the date of this instrument, the parties agree to be solely responsible for any indebtedness owed by each of them in their individual names.

Each party acknowledges that the provisions in this agreement are fair, adequate, and satisfactory and accepts them in full and final settlement of all claims and demands and fully discharges the other from all such claims and demands except as provided in this agreement.

Each of the parties to this agreement agree to sign any deeds, bills of sale, or other written instruments that will be or may be necessary to carry out the intent of this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT THIS AGREEMENT IS ENTERED INTO WITHOUT ANY UNDUE INFLUENCE, FRAUD, COERCION, OR MISREPRESENTATION OR FOR ANY REASON NOT HEREIN STATED. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS BEING ENTERED INTO VOLUNTARILY.

This instrument is the entire agreement between the parties. Both parties acknowledge receipt of a copy of this agreement.

In Witness Whereof, the parties have subscribed their names on the day and date below written.

Robert Edward Tuggle

HUSBAND

STATE OF Tennessee

COUNTY OF Davidson

Sworn to and Subscribed before me

this 13 day of Dec, 1982.

NOTARY PUBLIC Anitha E. Tuggle

COMMISSION EXPIRES Oct. 20, 1985

Carol Ellen Cardwell Tuggle

WIFE

STATE OF Tennessee

COUNTY OF Davidson

Sworn to and subscribed before me

this 13 day of Dec, 1982.

NOTARY PUBLIC Anitha E. Tuggle

COMMISSION EXPIRES Oct. 20, 1985

The foregoing divorce was awarded and said agreement approved at Nashville, Tennessee, this the 28th day of April, 1983.

James L. Curtis

JUDGE

APPROVED FOR ENTRY:

Leon Perry

LEON PERRY

ATTORNEY FOR PLAINTIFF

cc: Carol Tuggle

868 Oakwood Terrace Drive

Antioch, Tn. 370313

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* 28th *day of* April, *19* 83, *in Case Number* 83D-54 *between* Robert Tuggle *Plaintiff, and* Carol Tuggle *Defendant, as same remains of record in Book* 129C, *Page* 2542 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 7th *day of* February *in the year one thousand nine hundred and* eighty-five *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Karen Rooker *D.C.*

Form #GR-117