1460/1384

BOOK 5535 PAGE 541

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

RICKY EDWARD ISBELL

VS.

JUDY ANN ISBELL

NO: 85D-1078

FILED
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FELIX Z. WELSCH, JR. REGISTER
DAVIDSON COUNTY, TN

FINAL DECREE

This cause came on to be heard on the 20th day of August, 1985, before the Honorable Muriel Robinson, Judge, upon the original bill filed by plaintiff, property settlement agreement, testimony of the plaintiff, statement of counsel and the entire record in this cause; from all of which the Court finds that the parties are entitled to an absolute divorce upon the statutory ground of irreconcilable differences; and further that the property settlement agreement heretofore entered into by and between the parties is in all things approved and should be made a part of this final decree.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the parties, Ricky Edward Isbell and Judy Ann Isbell, are hereby granted an absolute divorce and they are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Court finds that there has been an equitable division of the property rights of the parties, and that the agreement adequately and sufficiently provides for the maintenance and custody of all minor children, and that the property settlement should be made a part of this final decree. Said property settlement is in words and figures as follows:

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1985 APR 22 AM 11:40

IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

RICKY EDWARD ISBELL,

Plaintiff

VS.

JUDY ANN ISBELL,

Defendant

NO: 850-1078

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of April, 1985, by and between RICKY EDWARD ISBELL, hereinafter referred to as "husband" and JUDY ANN ISBELL, hereinafter referred to as "wife".

W I T N E S S E T H:

WHEREAS, the parties herein are husband and wife and have ceased to live together and irreconcilable differences have arisen which render it impossible for them to hereafter live together as husband and wife; and,

WHEREAS, the parties have two minor children; namely, Tammy Ezell Isbell, age 16, and Terry Edward Isbell, age 10. That the parties have one child, James Edward Isbell, age 19, who has already reached his majority.

WHEREAS, the parties hereinafter agree between themselves on settlement of property rights and differences existing between them, and for the purpose of settling all the differences, and in consideration of these premises, they have entered into the following agreement with each other, to wit:

1. That all wearing apparel and personal ornaments of the wife, and all movable personal property belonging to the wife, now in her possession, and all household effects presently in

her possession shall belong to the wife as her separate estate, independently of the husband.

2. That all wearing apparel and personal ornaments of the husband, and all movable personal property belonging to the husband, now in his possession, and all household effects presently in his possession shall belong to the husband as his separate estate, independently of the wife.

3. It is understood and agreed that the wife shall not be liable for any debts incurred by the husband subsequent to the date of separation and husband shall not be liable for any debts incurred by the wife subsequent to the separation and that each shall hold the other harmless of such debts.

4. That all right, title and interest the husband has in the 1972 Datsun pick-up truck shall be divested out of him and vested solely in wife.

5. That all right, title and interest the wife has in the 1972 CJS Jeep, shall be divested out of her and vested solely in husband.

6. Husband and wife shall have joint custody of the two minor children of the parties; namely, Tammy Ezell Isbell, age 16, and Terry Edward Isbell, age 10. Both husband and wife agree not to remove the minor children from the State of Tennessee without permission of this Honorable Court. The parties agree that the children shall reside with the wife and the husband shall have reasonable visitation rights with said minor children.

7. Husband agrees to pay the sum of $200 per month directly to wife as child support for the two minor children of the parties.

8. Husband agrees to maintain the hospitalization insurance on said children that is presently in effect.

9. That all right, title and interest the wife has in the real property located on Cub Creek Road in Davidson County, Tennessee, is hereby divested out of her and vested solely in husband. Said property is described as follows:

Land in the 8th Civil District of Davidson County Tennessee, beginning at a stake 5 feet S.W. of a walnut tree, a common corner of the J.R. Thomas property and the subject property, thence south 40 degrees 7 minutes east 232.2 feet, to a p.k. nail in the center line of Cub Creek Road; thence with the center line of said road south 54 degrees, 30 minutes west 609.2 feet to a point in the center line of said road; thence with said center line south 60 degrees 20 minutes west 325.9 feet to a point in the center line of such road; thence north 20 degrees 20 minutes west 283.1 feet to a point in the center line of a drive; thence north 52 degrees 19 minutes west 190.4 feet to a point in the center line of such drive, which point is north 53 degrees 20 minutes east 8.5 feet from an iron pipe; thence north 53 degrees 20 minutes east 202.5 feet to a hickory tree; thence south 53 degrees 50 minutes east 287.0 feet to an elm tree, such line being coextensive with a portion of an old wire fence; thence north 80 degrees 25 minutes east 123.9 feet to a point in such fence, the fence also extending along such line; thence north 55 degrees 14 minutes east 134.91 feet with such fence, to a point therein; thence along the line of such fence north 43 degrees 51 minutes east 363.0 feet to the point of beginning; containing a net acreage of 5 acres as per survey of Barry Greer and Associates dated May 4, 1978, exclusive of right of ways and easements on portions of such property as shown on such survey and at Books 619, page 163, and Book 1011, page 131, said Register's Office.

Being the same property conveyed to Ricky Isbell and Judy Isbell, by deed from Howard F. Moore and wife, Ruby Elease Moore, as of record in Book 5283, Page 989, Register's Office for Davidson County, Tennessee.

Husband agrees to be responsible for the indebtedness on the aforementioned property which is owing to the Metropolitan Police Department Credit Union, and husband will indemnify and hold wife harmless on said debt.

10. Husband agrees to maintain the life insurance on his life that is presently in effect, until the youngest child reaches his majority.

11. Husband agrees to assume the indebtedness owing for the furniture of the parties to Ray Batts Furniture Company, and the indebtedness owing to Goodyear. Husband will indemnify and hold wife harmless on said debts.

12. Wife agrees to assume the indebtedness owing to Castner Knott Company, Family Booterie and Fingerhut. Wife agrees to hold husband harmless on said debts.

13. Husband agrees to pay the court costs of this action.

14. The parties hereto affirmatively state that this agreement is entered into voluntarily and without any undue influence or misrepresentation. Provisions of this agreement and their effect are fully known to each of the parties, and each party acknowledges that this agreement is fair and equitable and that it adequately and sufficiently disposes of all of the property rights between the parties.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

HUSBAND

WIFE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, E.G. JACOBS, a Notary Public in and for said county and state, JUDY ANN ISBELL, and who acknowledged that she executed the foregoing Agreement for the purposes therein contained. This 19 day of April, 1985.

E.G. Jacobs
NOTARY PUBLIC

My Comm. Expires: 4-19-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Delore Anderson, a Notary Public in and for said county and state, RICKY EDWARD ISBELL, and who acknowledged that he executed the foregoing Agreement for the purposes therein contained. This 22nd day of April, 1985.

Delore Anderson
NOTARY PUBLIC

My Comm. Expires: 8-12-85

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties and that the agreement adequately and sufficiently provides for the maintenance and custody of all minor children.

Enter this 20th day of August, 1985.

Russell Robinson
JUDGE

APPROVED FOR ENTRY:

Dan Garfinkle
DAN GARFINKLE
Attorney for Plaintiff

cc: Judy A. Isbell
322 52nd Avenue North
Nashville, TN 37209

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* Twentieth *day of* August, *19* 85, *in Case Number* 85D-1078 *between* Ricky Edward Isbell *Plaintiff, and* Judy Ann Isbell *Defendant, as same remains of record in Book* 146C, *Page* 1384 *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* 21st *day of* August *in the year one thousand nine hundred and* Eighty-Five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Lacey *D.C.*

Form #GR-117