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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1986 MAY 15 PM 3:27

GEORGE L. ROONER, CLERK

D.C.

DANNY GILBERT DERRYBERRY

Plaintiff

vs.

ELAINE JOYCE DERRYBERRY

Defendant

BOOK 6898 PAGE 637

NO: 86D-268

FINAL DECREE

This cause came on to be heard on the 15th day of May, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Danny Gilbert Derryberry, is hereby awarded an absolute divorce from the Defendant, Elaine Joyce Derryberry, on the grounds of irreconcilable difference, T.C.A. 36-4-101(11), and he is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provisions for the custody and support of the minor children at this time. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

It is ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the Judgment of the Court. Unless specifically ordered by the Court, the child support payments shall not be reduced or prorated.

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1986 JAN 27 AM 11:38
GEORGE L. ROGERS CLERK
D. Lacy D.C.

DANNY GILBERT DERRYBERRY)
Plaintiff)
vs.)
ELAINE JOYCE DERRYBERRY)
Defendant)

No. 86D-268

BOOK 6898 PAGE 638

PROPERTY SETTLEMENT AGREEMENT

This agreement is entered into by and between Elaine Joyce Derryberry, hereinafter known as "WIFE" and Danny Gilbert Derryberry, hereinafter known as "HUSBAND".

WITNESSETH:

WHEREAS, the parties hereto are presently Husband and Wife, but have reached the point of irreconcilable differences in their marriage and wish to execute a Property Settlement Agreement and wish to make a memorandum thereof, said Agreement to be filed with the Court in a presently pending divorce action bearing docket number 86D-268;

NOW, THEREFORE, the Husband and Wife agree and mutually covenant as follows:

Wife hereby agrees to waive service of process and consents to the jurisdiction of this Court.

The parties shall have joint custody of the minor children, Angela Lynn Derryberry, Tracy Leigh Derryberry, and Danny Wayne Derryberry; however said minor children shall live and reside with wife.

That Husband shall have reasonable visitation privileges as are mutually agreeable between the parties, provided he gives wife twenty-four hours (24) notice of his desire to exercise said visitation privileges.

For each minor child, Husband shall pay Wife $160.00 per month on or before the first day of each month to assist in the care, maintenance and support of each minor child, for a total payment on

all all three minor children payable on or before the 1st of each month in the amount of $480.00.

Both parties agree that child support shall not be prorated or reduced without further orders of this Court.

In addition, Husband shall maintain and provide medical and hospitalization insurance for the minor children and said insurance shall be maintained for each child until majority or for so long as that child remains a dependant of the parties, whichever occurs first. In addition, all life insurance on the husband's life in force on the date of this Agreement shall be maintained and kept in full force and effect by Husband, and each minor child shall be the primary beneficiary of said policy or policies until that child reaches majority.

The parties' home located at 1533 Gasser Drive, Antioch, TN 37013 and more particularly described in the description attached hereto and marked Exhibit A, shall, upon the consumation of this divorce, remain in the ownership of both parties as joint tenants with right of survivorship.

Possession of the house shall be determined according to which party has physical custody of two or more of said minor children. After five years of when no children are living at home, whichever occurs first, the house will be sold and the profits shall be divided between Husband and Wife equally, or one party can buy the other party's interest.

The mortgage payments to Credit Thrift of America or the succesor first lienholder on said house will be paid by the party having possession of the house.

Each party will be responsible for paying one-half of the real estate taxes on said house when they become due.

House insurance will be paid and maintained by the party having possession of said house.

Utilities, home repairs and home improvements shall be the responsibility of the party having possession of said house.

Wife shall have title vested in her to the 1976 Chevrolet Monte Carlo automobile currently titled in Husband; and Wife shall pay any indebtedness thereon and hold Husband harmless for same.

Husband shall have sole ownership of the 1985 Ford Tempo and the 1972 Dodge Motor Home and shall pay any indebtedness due thereon and save and hold Wife harmless from such debt. Title to a certain 1965 Chevrolet Chevelle presently titled in Husband and Wife's names shall be vested in Husband.

The Wife shall have sole and exclusive ownership and possession of all the household furniture and furnishings except that Husband will have sole and exclusive ownership and possession of the following: the waterbed, the Sony television, the RCA VCR, and all other items presently in his possession.

Wife shall assume full responsibility to pay existing balances owing on debts at Lowe's, Circuit City, City Finance and Leader Federal; and Wife hereby agrees to indemnify and hold Husband harmless therefrom.

Each party agrees to pay their own attorney's fees.

The parties agree that Husband shall pay all court costs incurred in connection with this divorce.

The parties agree that each shall be responsible for all debts solely in their name and covenant with each other that from this day forward neither will contract any indebtedness on the credit of the other. Parties agree that if either party shall be compelled to pay any debt of the other, including those debts specifically mentioned and assumed by either party in this Agreement, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, including a reasonable attorney's fee.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

It is understood and agreed by the parties that this Property Settlement is entered into without undue influence, fraud, coercion, misrepresentation or for any reason not herein stated. The parties hereby acknowledge that each has read the above Agreement and that the legal effect of the same is fully known by each of the parties, and each of the parties acknowledge that the Agreement is fair and equitable and that it is being entered into voluntarily.

It is further understood and agreed by the parties that this Property Settlement Agreement is intended to be a final settlement of the property rights of the respective parties whether real, personal, intangible or mixed, hereto and is a full discharge from all other claims arising out of their marital relationship.

Each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dowry, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance descent and distribution, and this Agreement applies to all property now owned by Husband and Wife or any property that either of them may acquire in the future.

The parties agree and acknowledge that this Agreement is being entered into by each of them with full knowledge on the part of each of them of the extent of all property and estate of the parties jointly and personally.

Each of the parties hereto agree to execute all instruments necessary to effect this Agreement in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement on the dates indicated below, each party retaining a copy of same.

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DANNY GILBERT DERRYBERRY

Dated 24 day of January, 198

ELAINE JOYCE DERRYBERRY

Dated 24 day of January, 19

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Danny Gilbert Derryberry, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 24 day of January, 1986.

NOTARY PUBLIC

My Commission Expires: Oct. 26, 1988

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Elaine Joyce Derryberry, with who I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 24 day of January, 1986.

NOTARY PUBLIC

My Commission Expires: Oct. 26, 1988

FILED

1986 JAN 27 AM 11:38

GEORGE L. ROOKER, CLERK

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EXHIBIT A
(DESCRIPTION)

(BEING land in Davidson County, Tennessee, being Lot No. 517 on the Plan of Cherokee Hills, Section 5, as of record in Book 3500, page 142, Register's Office for Davidson County, Tennessee.

SAID Lot No. 517 fronts 110.0 feet on the southerly side of Gasser Drive and extends back 160.0 feet on the westerly line and 96.0 feet on the easterly line to a line in the rear measuring 100.6 feet thereon.

BEING the same property conveyed to Danny Gilbert Derryberry and wife, Elaine Joyce Derryberry by deed from Dorothy Elnor Cagle, as of record in Book 4825, page 545, Register's Office in Davidson County, Tennessee.)

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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* 15th *day of* May, *1986, in Case Number* 86D-268 *between* Danny G. Derryberry *Plaintiff, and* Elaine Joyce Derryberry *Defendant, as same remains of record in Book* 152C, *Page* 2037 *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* 26th *day of* June *in the year one thousand nine hundred and* eighty-six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Teresa J. Caudill *D.C.*

Form #GR-117

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, Danny Gilbert Derryberry, is granted an absolute divorce from the defendant, Elaine Joyce Derryberry, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person and that the cost of this cause be taxed to the plaintiff for which execution may issue if necessary.

This 15th day of May, 1986.

JUDGE

APPROVED FOR ENTRY:

Martin Sir
Attorney for Plaintiff
2nd Floor, 808 Broadway
Nashville, TN 37203
(615) 254-6405

Mail

CERTIFICATE OF SERVICE

I, Martin Sir, do hereby certify that a copy of the foregoing Final Decree was mailed to Elaine Joyce Derryberry at 1533 Gasser Dr., Antioch, TN 37013 on this 15 day of May, 1986.

Martin Sir

14571

IDENTIFICATION REFERENCE

JUN 26 10 45 AM '86

FELIX A. MILLER, JR. REGISTER
DAVIDSON COUNTY, TN