IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHARON MARIE ROBERGE CARTER

VS. NO. 87D-947

ROBERT ARNOLD CARTER

BOOK 7325 PAGE 938

FINAL DECREE OF DIVORCE

This cause came to be heard on to be heard on the 7th day of July, 1987, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce heretofore filed by Mrs. Carter, upon testimony of Mrs. Carter, submission to the Court of a written Property Settlement Agreement heretofore signed by the parties, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. §36-4-101(11).

It is therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Sharon Marie Roberge Carter, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court and the Court affirmatively finds that the written Property Settlement Agreement, heretofore signed by the parties does make adequate and sufficient provision for the parties minor child and an equitable settlement of all property rights, which Agreement is included herein, verbatim, as follows:

5613 03

IDENTIFICATION REFERENCE

AUG 14 2 32 PM '87

DAVIDSON COUNTY, TN

RETURN TO: ROBERT L. JACKSON, ATTY.
216 Third Avenue North
Nashville, TN 37201
(615) 256-2694

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **SHARON MARIE ROBERGE CARTER,** hereinafter referred to as "Wife", against **ROBERT ARNOLD CARTER,** hereinafter referred to as "Husband", under Docket No. 87D-947, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual convenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but is an equal division of property by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) CHILD CUSTODY: There is one (1) minor child born to this union, namely, Mary Dianne Carter, age three (3) years. The parties agree that the absolute care, custody and control of the minor child

shall be awarded to Wife, with reasonable visitation privilegs reserved to Husband. Both parties shall cooperate in the proper rearing of the minor child and each parent shall have equal access to all medical and school records of the minor child.

(6) CHILD SUPPORT: Husband agrees to pay the sum of SIX UNDRED ($600) DOLLARS, per month, for the support and maintenance of the minor child, said payments to be made directly to Wife, to be due and payable on the 15th day of each month, commencing on the fifteenth day of the first month after the entry of the Final Decree.

(7) RESIDENCE: The parties own their residence at 291 Browning Road, Nashville, Davidson County, Tennessee, as joint tenants by the entirety. It is agreed that all right, title and interest which Husband has, in and to the aforementioned property, shall be divested from him, and the sole and exclusive ownership shall be vested in Wife, in fee simple absolute, and she shall assume the balance of mortgage indebtedness and hold Husband harmless from any further responsibility thereon. On or before the date of the entry of the Final Decree, Husband agrees to execute a Quitclaim Deed, transferring his interest in said property to Wife.

(8) AUTOMOBILES: The 1986 Chevrolet automobile shall be awarded to Wife and she shall assume the balance of indebtedness thereon and hold Husband harmless from any responsibility arising from said indebtedness. The 1986 Ford Truck shall be awarded to Husband and he shall assume the balance of the indebtedness thereon and hold Wife harmless and indemnify her from any responsibility arising from said indebtedness.

(9) HOUSEHOLD FURNITURE AND FUNISHINGS: All of the household furniture and furnishings located at the residence of the parties, at 291 Browning Road, Nashville, Davidson County, Tennessee, shall be awarded as the sole and exclusive ownership of Wife, free from any claims by Husband. Husband shall be awarded his personal wearing apparel, clothes and jewelry.

(10) HEALTH INSURANCE: Husband agrees to maintain in full force and effect major medical and health insurance coverage for the

benefit of the parties' minor child, until she attains the age of twenty-two years, or has discontinued regular attendance in college or vocational school, whichever is the first event to occur. Any hospital, doctor, medical, dental or orthodontal expense, not covered by the aforementioned insurance policy, shall be paid by Husband. Husband shall cooperate with Wife in submitting all medical bills, incurred by the minor child, to the insurance company.

(11) LIFE INSURANCE: Each party presently has a life insurance policy on his or her life, in the face amount of TWO HUNDRED FIFTY THOUSAND ($250,000) DOLLARS. It is agreed that each of the parties will retain their respective policy, with the minor child designated as the irrevocable beneficiary thereof, or with a Trustee to receive the monies for the use and benefit of the minor child, until the child has attained the age of twenty-two years, or otherwise discontinued regular attendance in college or vocational school. Each party shall maintain payments of his or her own policy.

(12) INCOME TAX EXEMPTION: Wife shall be allowed to claim the minor child as an exemption for Federal Income Tax purposes. Husband agrees to sign any and all necessary forms to allow Wife to effectuate her claim with the Internal Revenue.

(13) 1986 FEDERAL INCOME TAX RETURN: The parties agree to file a joint tax return for the calendar year 1986. It is further agreed that any and all refund received from said return shall be applied against any and all outstanding and unpaid, joint, marital debts. Husband agrees that he will sign the return and the refund check and allow Wife to handle the disbursement of these funds and payment of the joint, marital debts. Wife agrees to provide Husband an accounting of all such expenditures. The outstanding debts which require immediate payment, are set forth in the attached Exhibit A. Federal Income Tax return for 1986 has been prepared showing a refund of FOUR THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS AND TWENTY-TWO CENTS ($4,335.22), which refund will be applied to the total household indebtedness setforth in Exhibit A. After said payment, the remaining balance of household debt will be FOUR THOUSAND THREE HUNDRED EIGHTY DOLLARS AND EIGHTEEN CENTS ($4,380.18), of which amount Husband shall pay one-half (½) or TWO THOUSAND ONE HUNDRED

NINETY DOLLARS AND NINE CENTS ($2,190.09). This payment shall be made by cashier's check on or before the date of the entry of the Final Decree.

(14) OTHER DEBTS: Each party shall be responsible for any and all separate indebtedness incurred since March 1, 1987, and shall hold the other party harmless from any responsibility thereon.

(15) ATTORNEY FEES AND COURT COSTS: Wife agrees to pay Robert L. Jackson an attorney fee of FIVE HUNDRED ($500) DOLLARS for handling the divorce upon the noncontested ground of irreconcilable differences. Wife further agrees to pay all Court costs.

(16) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Property Settlement Agreement.

(17) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this Agreement for her support and maintenance are fair, adequate and satisfactory to her and in keeping with her accustomed standard of living and her reasonable requirements.

(18) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(19) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(20) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties

acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

(21) ENFORCEMENT PROVISION: In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney fees incurred in prosecuting the action.

WITNESS OUR HANDS, this 18th day of April, 1987, as to the Wife, and the 18th day of April, 1987, as to the Husband.

Sharon Marie Roberge Carter
SHARON MARIE ROBERGE CARTER

Robert Arnold Carter
ROBERT ARNOLD CARTER

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **SHARON MARIE ROBERGE CARTER**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 18th day of April, 1987.

Diane K. Adams
NOTARY PUBLIC

My Commission Expires: 5/13/90

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary PUblic in and for said County and State, the within named **ROBERT ARNOLD CARTER**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 18th day of April, 1987.

Diane K. Adams
NOTARY PUBLIC

My Commission Expires: 5/13/90

HOUSEHOLD DEBT - March 1, 1987

1)	Visa	#4450 970 022532 Exp. 10/87	
	Balance		$ 354.99
2)	MasterCard	#5247 0030 002 75335 Exp. 7/87	
	Balance		$3,641.32
3)	Castner Knott Balance	#21 516 80142	$1,587.83
4)	Visa	#4226 597 544 805 Exp. 6/87	
	Balance		$2,757.14
5)	Cain Sloan Balance	132 6004 7 08 1	$ 374.12
	TOTAL INDEBTEDNESS		$8,715.40

It is further ORDERED AND ADJUDGED that all right, title and interest in the parties homeplace located at 291 Browning Road, Nashville, Davidson County, Tennessee, shall be divested from Husband and vested in Wife in fee simple absolute. Said property is more fully described as follows:

> LAND in Davidson County, Tennessee, being Lot Number 98 on the map of Glencliff Estates Subdivision, Section V, as of record in Book 2133, Page 21, Register's Office for said County.
>
> SAID Lot Number 98 fronts 80 feet on the northeasterly margin of Browning Road, and extends back between lines, 231.4 feet on the northwesterly line and 223.6 feet on the southeasterly line to a dead line in the rear, measuring 80.6 feet thereon.
>
> BEING the same property conveyed to Robert A. Carter and wife, Sharon E. Carter, by deed from Stanley E. Harris and wife, Dorothy E. Harris, of record in Book _____, page _____, Register's Office, Davidson County, Tennessee.

It is further ORDERED AND ADJUDGED that the child support payments shall not be reduced or prorated without the prior consent of this Court.

It is further ORDERED AND ADJUDGED that the parties addresses are as follows:

Sharon M. Carter
291 Browning Road
Nashville, Tennessee 37211

Robert A. Carter
LAST KNOWN ADDRESS
291 Browning Road
Nashville, Tennessee 37211

It is further ORDERED AND ADJUDGED that the costs of this cause is to be taxed against the Complainant, Sharon M. Carter, for all of which execution may issue if necessary.

Enter this 7th day of July, 1987.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

JACKSON, TANNER & REYNOLDS

Robt L Jack

BY: ROBERT L. JACKSON
SOLICITOR FOR MRS. CARTER
216 Third Avenue, North
Nashville, Tennessee 37201
615/256-2694

Mail

Laura Y. Goodall, P.C.

BY: LAURA Y. GOODALL
SOLICITOR FOR MRS. CARTER

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Decree has been furnished to the Defendant, Robert A. Carter, Defendant, to his LAST KNOWN ADDRESS of 291 Browning Road, Nashville, Tennessee 37211, this 7th day of July, 1987.

Laura Y. Goodall
LAURA Y. GOODALL

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* 7th *day of* July, *19*87, *in Case Number* 77D-747 *between* Sharon Ann Rainey Carter, *Plaintiff, and* Robert Arnold Carter, *Defendant, as same remains of record in Book* 632, *Page* 1152 *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* 13th *day of* August *in the year one thousand nine hundred and* 87 *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [illegible] *D.C.*

Form #GR-117