38B/1303

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

MAP-PARCEL NO.
52-12-51
BOOK 7552 PAGE 933
0753 05/25 0101 03CHECK 21.00

PAMELA (YOUNG) CARROLL
701 Canton Pass
Madison, TN 37115
EMPLOYED: Rollett Advertising Srv.
Route 4
197 Dry Creek Road
Goodlettsville, TN 37072

Plaintiff,

vs.

NO. 87D-1994

EDWARD WINSTON CARROLL, JR.
l/k/a Coventry Woods Drive, #127
Madison, TN 37115
EMPLOYED: Odom Sausage Company
Neely's Bend Road
Madison, TN 37115

MAY 25 1 57 PM '88
FELIX Z WILSON REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

33566

FINAL DECREE

This cause came on to be heard on the 11th day of September, 1987, before the Honorable James Everett, upon the Complaint for Absolute Divorce filed by and on behalf of the Plaintiff, PAMELA (YOUNG) CARROLL, default judgment, the Defendant having failed to answer or appear within the time allowed by the Tennessee Rules of Civil Procedure, testimony of the Plaintiff, collaborating witnesses, Joan Moores and Carolyn Young, argument of counsel, and the record as a whole, from all of which this Court finds that the Plaintiff should be granted an absolute divorce from the Defendant on the grounds of cruel and inhuman treatment.

The Court further finds that the Plaintiff is the fit and proper person to have the complete care, custody and control of the parties' two minor children, JENNIFER MICHELLE CARROLL, age 13 years, and JASON CHRISTOPHER CARROLL, age 11 years, and that the Defendant be entitled to reasonable visitation with the minor children.

The Court further finds that the Defendant should be ordered to pay the sum of One Hundred Fifty Dollars ($150.00) per week child support for the care and maintenance of the parties'

two minor children until such time as the youngest child reaches the age of eighteen (18) years or graduates from high school with his regular graduating class, whichever shall last occur.

The Court further finds that the parties own a residential house and lot located at 701 Canton Pass, Madison, Tennessee, as joint tenants with the right of survivorship. Based upon the Plaintiff's testimony as to the value of this home, the reasonable expenses incurred in a sale, and the mortgage owing thereon, this Court finds that the Defendant's equity in said home is Seven Thousand Dollars ($7,000.00) at the time of this divorce. The Court further finds that the Wife should be entitled to have the Husband's interest in said home divested out of the Husband and revested in the Wife, subject to the Husband's lien which she will retain on the real estate for Seven Thousand Dollars ($7,000.00), representing his equity therein. The Wife shall not be required to pay the Husband his equity therein until such time as the youngest child reaches the age of eighteen (18) years, the Wife remarries, or the Wife elects to voluntarily sell said home, whichever shall first occur.

The Court further finds that the Wife shall be entitled to keep as her sole and separate property, free from the claims of the Husband, all of the furniture, furnishings, appliances and personal effects currently in her possession.

The Court further finds that the Husband shall be entitled to keep as his sole and separate property, free from the claims of the Wife, all of the furniture, furnishings, appliances and personal effects currently in his possession.

The Court further finds that the Wife shall assume and keep current the first and second mortgages owing on the family domicile, together with the indebtednesses owing to VISA, Lowes, Cain-Sloan, Harveys and the outstanding medical bills.

The Court further finds that the Wife should be awarded as her sole and separate property the 1982 Buick Century, free

from the claims of the Husband, and the Husband shall assume, pay and hold the Wife harmless on any indebtedness owing thereon. The Husband shall execute any and all documents necessary to effect this transfer.

The Court further finds that the Husband shall be awarded as his sole and separate property the 1974 Buick Apollo, free from the claims of the Wife, and he shall assume, pay and hold the Wife harmless on any indebtedness owing thereon. The Wife shall execute any and all documents necessary to effect this transfer.

The Court further finds that the Husband shall keep in effect all life insurance he currently has on his life, with the children named as beneficiaries thereon, until such time as the youngest child reaches the age of eighteen (18) years to insure future child support payments in the event of the Husband's death.

The Court further finds that the Husband has in effect medical insurance through his employer which cover the children's medical and hospitalization expenses. The Husband is hereby ordered to maintain said insurance on the children and pay any medical bills not covered by said insurance, including dental bills.

The Court further finds that the Husband should be, and hereby is, ordered to pay a reasonable attorney's fee in the amount of Five Hundred Dollars ($500.00) to the Wife's attorney.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Plaintiff, PAMELA (YOUNG) CARROLL, be, and hereby is, awarded an absolute divorce from Defendant, EDWARD WINSTON CARROLL, JR., on the grounds of cruel and inhuman treatment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff be, and hereby is, awarded the complete care, custody and control of the parties' two minor children, JENNIFER MICHELLE CARROLL, age 13 years, and JASON CHRISTOPHER CARROLL, age 11 years, and that the Defendant be entitled to reasonable

visitation with the minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant be, and hereby is, ordered to pay the sum of One Hundred Fifty Dollars ($150.00) per week child support for the care and maintenance of the parties' two minor children until such time as the youngest child reaches the age of eighteen (18) years or graduates from high school with his regular graduating class, whichever shall last occur.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the Defendant's right, title and interest in and to the marital domicile, as hereinafter described, be, and hereby is, divested out of the Husband and revested in the Wife, subject to the existing first and second mortgages, which the Wife shall assume and pay. Said real property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 35 on the Plan of Marlin Meadows, Section 2, of record in Book 1835, page 127, Register's Office for said County.
>
> Said Lot No. 35 is a corner lot and fronts 154.3 feet on the southeasterly margin of Canton Pass and 134.55 feet on the southwesterly margin of Neely's Bend Road, said frontages joined by a curve of 44.19 feet; and extends back 132 feet on the southwesterly line and 155.9 feet on the southwesterly line to a point.
>
> Being the same property conveyed to Edward W. Carroll, Jr., and wife, Pamela Y. Carroll, by deed from Arthur Lewellyn Alexander and wife, Margaret Griffith Alexander, of record in Book 5084, page 566, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall retain a lien upon said marital property, as hereinabove described, for his equitable interest therein, in the amount of Seven Thousand Dollars ($7,000.00), which amount shall be due and payable by the Wife when, but not before, the youngest child reaches the age of eighteen (18) years, the Wife remarries, or the Wife elects to voluntarily sell said home, whichever shall first occur.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife shall be entitled to keep as her sole and separate property, free from the claims of the Husband, all of the furniture, furnishings, appliances and personal effects currently in her

possession.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall be entitled to keep as her sole and separate property, free from the claims of the Wife, all of the furniture, furnishings, appliances and personal effects currently in his possession.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife shall assume and keep current the first and second mortgages owing on the family domicile, together with the indebtednesses owing to VISA, Lowes, Cain-Sloan, Harveys and the outstanding medical bills.

IT IS FURTHER ORDERED, ADJUDGED AND DECRRED that the Wife should be awarded as her sole and separate property the 1982 Buick Century, free from the claims of the Husband, and the Husband shall assume, pay and hold the Wife harmless on any indebtedness owing thereon. The Husband shall execute any and all documents necessary to effect this transfer.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall be awarded as his sole and separate property the 1974 Buick Apollo, free from the claims of the Wife, and he shall assume, pay and hold the Wife harmless on any indebtedness owing thereon. The Wife shall execute any and all documents necessary to effect this transfer.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall keep in effect all life insurance he currently has on his life, with the children named as beneficiaries thereon, until such time as the youngest child reaches the age of eighteen (18) years to insure future child support payments in the event of the Husband's death.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband is hereby ordered to maintain medical and hospitalization insurance on the minor children and pay any medical bills not covered by said insurance, including dental bills.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the

Husband should be, and hereby is, ordered to pay a reasonable attorney's fee in the amount of Five Hundred Dollars ($500.00) to the Wife's attorney.

IT IS FURTHER ORDERED, ADJUGED AND DECREED that the Defendant shall pay the costs of this cause.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTER this 11th day of September, 1987.

for the 11th day of September, 1987.

JAMES EVERETT, JUDGE

APPROVED FOR ENTRY:

BUCHANAN, EDWARDS & DETRING

BY: _____
Ronald B. Buchanan
Attorney for the Plaintiff
177 East Main Street
P.O. Box 1045
Hendersonville, TN 37077-1045
(615) 822-0431

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Final Decree has been mailed to the Defendant, EDWARD WINSTON CARROLL, JR., l/k/a Coventry Woods Drive, #127, Madison, Tennessee 37115, this the 11 day of September, 1987.

RONALD B. BUCHANAN

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* Probate *Circuit Court for Davidson County, Tennessee, on the* Eleventh *day of* September, *19* 87, *in Case Number* 87D-1994 *between* Pamela Young Carroll *Plaintiff, and* Edward Winston Carroll, Jr. *Defendant, as same remains of record in Book* 38B, *Page* 1303 *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* May *in the year one thousand nine hundred and* Eighty-Eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By U. Laars *D.C.*

Form #GR-117