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GEORGE L. ROCKER, CLERK
B. Cooker D.C.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FRANK M. EUBANK)
VS.) NO. 85D-2440
CAROLYN JO GRAY EUBANK)

BOOK 7558 PAGE 72

FINAL DECREE

This cause came on the heard this 18th day of February, 1986, before the Honorable Muriel Robinson, Judge, on the complaint for divorce filed by the husband, answer and cross-complaint filed by the wife having been withdrawn in open court and upon hearing the testimony of the statements of counsel for husband, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable difference in their marriage; and

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the husband, FRANK M. EUBANK, is hereby awarded an absolute divorce from the wife, CAROLYN JO GRAY EUBANK, on the grounds of irreconcilable differences, T.C.A. 36-4-103, and he is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-103 (b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor child at this time. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

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THIS AGREEMENT, entered into this 18th day of February, 1986, by and between FRANK M. EUBANK, hereinafter referred to as "husband" and CAROLYN JO GRAY EUBANK, hereinafter referred to as "wife";

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court of Davidson County, Tennessee, a suit for divorce between the parties, being FRANK M. EUBANK vs. CAROLYN JO GRAY EUBANK, bearing docket number 85D-2440; and

WHEREAS, the parties desire to agree upon and fix their rights and duties, representing their respective estates, child custody and support, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. Husband shall proceed to trial in an attempt to obtain a divorce on the grounds of irreconcilable differences.

2. Wife shall receive custody of the minor child of the parties, Christopher N. Eubank, age three years, and the husbnad shall pay the sum of Two Hundred Twenty-Five Dollars ($225.00) each month as child support. The wife shall keep major medical insurance on the minor child, and all medical bills not covered by said insurance shall be divided equally between the parties. The wife agrees to provide, upon request, insurance payment records.

3. The husband shall have visitation with the minor child every other weekend from Saturday at 9:00am to Sunday at 8:00pm, and one night during the week. In addition, the parties agree to alternate holidays and the husband shall have one week visitation during the summer months.

4. The wife shall receive all of the husband's right, title and interest in and to the homeplace of the parties at 696 Brewer Drive, Nashville, Davidson County, Tennessee. She shall assume all indebtedness thereon and hold the husband harmless.

5. The husband shall receive all the wife's right, title and interest in and to the business known as Eubank's Nursery on Nolensville Road, Nashville, Davidson County, Tennessee, and husband shall assume all indebtedness thereon and hold the wife harmless.

6. The wife shall be entitled to all the parties' right, title and interest in the 1981 Cadillac Coupe DeVille automobile and she shall assume all indebtedness thereon and hold the husband harmless.

The husband shall be entitled to all the parties' right, title and interest in and to his automobile and he shall assume all indebtedness thereon and hold the wife harmless.

7. Each party shall keep as their sole and separate property all items of personal property now in his or her own possession.

8. Each party shall be responsible for the debts that he or she has incurred since the separation of the parties, and specifically, the wife shall be responsible for the Visa account, number 4453006856147, in the approximate amount of One Thousand Eight Hundred Dollars ($1,800.00); the J. C. Penny Company account, number 16648630061, in the approximate amount of One Hundred Thirty Dollars ($130.00); and the Castner-Knott account, number 2266335545, in the approximate amount of Two Hundred Eighty-Nine Dollars ($289.00), and hold the husband harmless thereon.

9. Each party shall be responsible for their own attorney's fees in connection with this cause.

10. The parties agree that the husband shall pay any court costs in this cause.

11. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

12. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto set their signatures, on the 18th day of February, 1986, as to husband, and the 18th day of February, 1986, as to wife.

Frank M. Eubank
FRANK M. EUBANK

Carolyn Jo Gray Eubank
CAROLYN JO GRAY EUBANK

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME, the undersigned, a Notary Public, in and for said County and State, FRANK M. EUBANK, 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 18th day of February, 1986.

L.R. DeMarco
NOTARY PUBLIC

My Commission Expires: 7-17-88

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME, the undersigned, a Notary Public, in and for said County and State, CAROLYN JO GRAY EUBANK, with whom 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 18 day of February, 1986.

L.R. DeMarco
NOTARY PUBLIC

My Commission Expires: 7-17-88

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the foregoing Agreement of the parties is confirmed and approved by the Court and is adopted as a part of this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the husband's right, title and interest in and to the real property of the parties located at 696 Brewer Drive, Nashville, Davidson County, Tennessee, shall be divested out of the husband, FRANK M. EUBANK, and shall be vested in the wife, Carolyn Joe Gray Eubank, in fee simple absolute. The wife shall be solely responsible for the indebtedness owed thereon and shall hold the husband harmless. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 203 on the Plan of Section II, Candlestick Farms of record in Book 3500, page 60, Register's Office for said County.
>
> Said Lot No. 203 fronts 80 feet on the northerly side of Brewer Drive and runs back 191.4 feet on the northwesterly line and 155 feet on the southeasterly line to a rear line on which it measures 122.3 feet.
>
> Being the same property conveyed to Frank M. Eubank and wife Carolyn G. Eubank, by deed from Athena Sweeney, unmarried, of record in Book 4844, page 65, Register's Office of Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the wife's right, title and interest in and to the business known as Eubank's Nursery on Nolensville Road, Nashville, Davidson County, Tennessee, be divested out of the wife and vested solely in the husband. The husband shall assume all indebtedness thereon and hold the wife harmless.

It further appears to the court that the address of the wife is 696 Brewer Drive, Nashville, Tennessee, and that the address of the husband is c/o Eubank's Nursery, 4909 Nolensville Road, Nashville, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the child support payments shall not be reduced or prorated unless specifically ordered by the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the answer and counter-complaint of the wife be, and hereby is withdrawn and voluntarily dismissed.

The husband shall pay the costs of this cause, for which execution shall issue if necessary.

ENTERED this 25th day of February, 1986.

JUDGE

APPROVED FOR ENTRY:

David C. Rutherford

L. R. DeMarco

ATTORNEYS FOR WIFE
306 Nashville City Bank Bldg.
Nashville, Tennessee 37201
256-6681

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing FINAL DECREE has been mailed to Mr. W. A. Moody, attorney for husband, 95 White Bridge Road, Suite 509, Nashville, Tennessee 37205, this 18th day of February, 1986.

L. R. DeMARCO

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IDENTIFICATION REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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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* 25th *day of* February, *19* 86, *in Case Number* 85D-2440 *between* Frank M. Eubank *Plaintiff, and* Carolyn Jo Gray Eubank *Defendant, as same remains of record in Book* 151A, *Page* 648 *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* 17th *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 K Langford *D.C.*

Form CR-117