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CLERK & MASTER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

CHARLOTTE ANN BILLINGSLEY SHELTON)
)
VS.) NO. 84D-2559
)
THOMAS RANDAL SHELTON)

BOOK 7601 PAGE 248

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FINAL DECREE

This cause came on to be heard on this Monday, March 25, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennesee, upon the original petition for absolute divorce filed by the wife, CHARLOTTE ANN BILLINGSLEY SHELTON, and the Property Settlement Agreement, properly executed by both parties and exhibited to the Court. After having heard testimony of the wife, and statement of counsel, the Court was of the opinion that the petition for absolute divorce should be granted.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the wife herein, CHARLOTTE ANN BILLINGSLEY SHELTON, is hereby awarded an absolute divorce in this cause on the ground of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement heretofore entered into by and between the parties shall hereby be made the Order of this Court, and is in words and figures as follows:

49872

IDENTIFICATION REFERENCE

Jul 18 10 23 AM '88

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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1985 MAR 25 AM 8:25
JANE L. ARMER, CLERK

CHARLOTTE ANN BILLINGSLEY SHELTON)

VS.) NO. 84D-2559
)
)
THOMAS RANDAL SHELTON)

BOOK 7601 PAGE 249

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made and entered into at Nashville, Tennessee, by and between CHARLOTTE ANN BILLINGSLEY SHELTON, hereinafter referred to as "Wife", and THOMAS RANDAL SHELTON, hereinafter referred to as "Husband";

WITNESSETH:

That WHEREAS, the parties are man and wife, and as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed and the parties desire to enter into a property settlement agreement and tender the same to the Court for approval, in the event that a decree of divorce is granted in this cause, and

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

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto do agree, covenant and bind themselves as follows:

1. The wife will receive all of the business interest, equipment, paraphernalia, and/or anything connected with her business, Ceil's Beauty Salon, located at 4505 Trousdale Drive, Nashville, Tennessee 37204.

2. The wife will receive all right, title and interest in and to the homeplace of the parties, located at 331 Glenpark Drive, Nashville, Tennessee 37217, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 5D-5; Glengarry Park Subdivision, of record in Book 3600, page 36, Register's Office for said County.

Said Lot No. 5D-5 fronts 80.0 feet on the northerly margin of Glenpark Drive, and extends back 150.0 feet on the easterly side and 150.0 feet on the westerly side, to a dead line on the rear, measuring 80.0 feet thereon.

This conveyance is made subject to restrictive covenants, as appear of record in Book 2788, page 349; and Book 3675, page 278, Register's Office for Davidson County, Tennessee.

Being the same property conveyed by Henry Harold Gilliam, et ux, to Thomas Randall Shelton, et ux, Charlotte Shelton, of record in Book 4195, page 111, said Register's Office.

The wife will be responsible for the mortgage payments thereon.

3. The Wife shall retain as her sole property, any and all jewelry, including that which has been given to her by the husband, or paid for by the husband.

4. The Husband shall receive as his own property all trucks, including tractors, trailers, pick-ups, etc., together with the Oldsmobile automobile and the motorcycle which the parties have acquired during the tenure of their marriage.

5. The Husband shall receive all guns, firearms, weapons. etc., which the parties have accumulated during the marriage, with the exception of the two (2) guns which are presently in the name of the Wife, and which are in her possession at the present time.

6. The custody of the minor child of the parties, to wit: Randie Ann, shall be vested in the Wife. However, the Husband shall have the right of visitation every other weekend, together with two weeks during the summer vacation, every other birthday, and Christmas holidays on alternate years.

7. The Wife herein shall be responsible for the mortgage payments on the home of the parties hereinbefore described.

8. The Husband herein shall be responsible for the loan, mortgage and/or indebtedness on the trucks, trailers, etc. which he has received as the result of paragraph four (4), hereinabove described.

It Is Furthermore Agreed That (1) The Wife Shall Receive All The Household Furnishings Presently In Her Possession (2) That The Wife Is Responible For ~~The~~ All Indebtedness On The Home Place. (3) That The Monies In Each Business Checking Account Go To The Respective Owner

Thomas R. Smith

Charles Smith

9. The Husband herein shall receive from the Wife herein the sum of TWENTY-EIGHT THOUSAND DOLLARS ($28,000.00), which sum represents payment for the one-half interest that the Husband has in and to the homeplace of the parties heretofore described, at 331 Glen Park Drive, Nashville, Tennessee 37217, and he shall not be responsible for the encumberances thereon.

10. The parties will divide equally any and all sums of any kind whatsoever, regardless of where they are located, by and between themselves, monies which were on deposit in behalf of the parties in any banking institution whatsoever of any kind or anywhere, at the time of the filing of the original divorce bill in this cause, after the deduction of the amount heretofore set out in paragraph nine (9), of the $28,000.00, payable to the Husband in this cause. In addition thereto, the remainder of the balance of the Camero automobile heretofore awarded to the Wife in this cause, shall be deducted from the above described funds and paid to the mortgage holder before said funds are divided.

11. The Husband herein shall maintain adequate insurance, which will provide for the payment of any medical expenses incurred by the minor child of the parties.

12. In the event said medical expenses should overrun the payment of said insurance, the parties agree that said expenses will be divided equally between them. In using the term "medical expenses," this will include dental work for the minor child.

13. It is expressly agreed that the Husband will pay to the Wife as child support, the sum of TWO HUNDRED DOLLARS ($200.00) per month. Husband and wife will each be responsible for one-half of the tuition for the minor child at private school through both grammer school and high school.

14. In the event the minor child of the parties, to wit: Randie Ann, should decide to attend college, even after she has attained her majority, it is expressly agreed by and between the parties that they shall jointly and severally equally divide the expense of said education for a reasonable four-year period.

15. Each of the parties shall be responsible for their own attorney's fees.

Both parties understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court, shall be incorporated into the final decree of divorce, should the Court see fit to grant a divorce. Further, this agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future. However, in the event that a divorce is not granted to either party, or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

CHARLOTTE ANN BILLINGSLEY SHELTON

THOMAS RANDAL SHELTON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the above county and state, the above named CHARLOTTE ANN BILLINGSLEY SHELTON, with whom I am personally acquainted, and who executed the foregoing document for the above described purposes.

This 19 day of February, 1985.

NOTARY PUBLIC

My Commission Expires: 10-2588

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the above county and state, the above named THOMAS RANDAL SHELTON, with whom I am personally acquainted, and who executed the foregoing document for the above described purposes.

This 15th day of February, 1985.

NOTARY PUBLIC

My Commission Expires: 10-29-88

It is further ORDERED, ADJUDGED AND DECREED by the Court that the cost of the cause will be paid by the husband, THOMAS RANDAL SHELTON, for which let execution issue if necessary.

Entered this 16th day of April, 1985.

JUDGE

APPROVED FOR ENTRY:

SETH NORMAN
Attorney for Wife
213 Third Avenue North
Nashville, TN 37201
(615) 242-5453

CERTIFICATE

I hereby certify that I have mailed a copy of the foregoing Final Decree to Mr. W. E. Weems, II, Attorney for Husband, 501 Union Street, Fifth Floor, Nashville, TN 37219, this ____ day of April, 1985.

SETH NORMAN

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mail
Charlotte Adkins
331 Glenpark
Nashville
37217

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* sixteenth *day of* April, *19* 85, *in Case Number* 84D-2559 *between* CHARLOTTE ANN BILLINGSLEY SHELTON *Plaintiff, and* THOMAS RANDAL SHELTON, *Defendant, as same remains of record in Book* 143C, *Page* 2104 *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* 18th *day of* July *in the year one thousand nine hundred and* eighty-eight *and in the* two hundred thirteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By W. L. Rowland, *D.C.*

Form #GR-117