151B/1505

FILED

BOOK 7643 PAGE 119

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FEB MAR 6 PM 3:47

GEORGE L. ROCHES, CLERK

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108-4
Par 95 1s

THOMAS RICKY DEBOW,

PLAINTIFF,

K. Langford D.C.

VS) NO. 85D-3466

JAMIE ALLYN (LAMB) DEBOW,

DEFENDANT.

FINAL DIVORCE DECREE

This cause came on to be heard on the 10th day of March, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; upon the Child Custody and Property Settlement Agreement, which provides for custody and support of the parties' minor child and for the division of the parties' respective rights and interest in all jointly-owned property, and apportionment of the parties' debts; upon all of the pleading, from all of which the Court finds that their exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Child Custody and Property Settlement Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts, custody and support for the parties' minor child, and should be approved; and that the ninety (90) day waiting period, as required by statute, has elapsed. It is, therefore,

ORDERED, ADJUDGED AND DECREED that Plaintiff, THOMAS RICKY DEBOW, be, and hereby is, awarded and absolute divorce from Defendant; that he be restored to all the rights and privileges of an unmarried person; and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. It is, further,

ORDERED, ADJUDGED AND DECREED the original Child Custody and Property Settlement Agreement is hereby approved by the Court, and each and every provision of said Agreement is hereby made the decree of the Court. The said Agreement is in words and figures as follows:

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CLERK & MASTER, CLERK

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

D.C.

THOMAS RICKY DEBOW)
)
VS) NO. 85D366
)
JAMIE ALLYN (LAMB) DEBOW)

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CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and concluded this 3 day of December, 1985, by and between THOMAS RICKY DEBOW, hereinafter called "husband" and JAMIE ALLYN (LAMB) DEBOW, hereinafter called "wife".

WITNESSETH:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. The parties are the owners of a home located at 833 Fitzpatrick Road, Nashville, Tennessee 37214. The parties agree that the husband shall receive all right, title and interest in and to the home of the parties and that the wife will execute a quitclaim deed within thirty (30) days of the approval of this Child Custody and Property Settlement Agreement by the Circuit Court for Davidson County, Tennessee. The husband will hold the wife harmless for my mortgage or obligations on said property. The legal description to the property is as follows:

Being Lot No. 278, Larchwood, Section Three, of record in Plat Book 5200, Page 540, Register's Office for Davidson County, Tennessee and to which plat reference is hereby made for a more complete description.

Being part of the same property conveyed to Frank C. Batson and wife, Judy W. Batson by deed from James M. Fischer, Jr. and wife, Mary V. Fischer of record in Book 6294, Page 718, Register's Office for said County.

This being a part of the same property conveyed to Thomas R. DeBow, and wife Jamie L. DeBow by deed from Frank C. Batson, and wife Judy W. Batson of record in Book 6351, Page 067, Register's Office for said Davidson County, Tennessee.

THIS conveyance is subject to Restrictive Covenants of record in Book 6076, Page 69 and Book 6122, Page 482, Register's Office for said County.

THIS conveyance is subject to any and all existing restrictions and easements of record

2. The parties agree that the husband will have full custody and control of the parties minor child, Thomas R. DeBow, Jr., date of birth April 28, 1983. The parties further agree that the wife will receive reasonable visitation with the parties minor child to be agreed upon by the parties. The parties respectfully state to the Court that due to the working schedule of the mother at the signing of this Child Custody and Property Settlement Agreement that specific visitation cannot be set but that the parties will diligently work to facilitate reasonable visitation between the mother and son.

3. The parties would respectfully state that the wife, Jamie L. DeBow will receive her 1985 Chevrolet Cavalier and be responsible for the balance due upon said vehicle to GMAC or any other lien holders and hold the husband harmless for said obligation.

4. The husband will receive the parties 1964 Chevrolet automobile and 1986 Camero and the Harley Davidson Motorcyle and the Hydra-Sport boat. The husband will hold the wife harmless for any and all amounts on said vehicles.

5. The parties would respectfully state that they have already separted their personal property as of this date and by their signatures on this Child Custody and Property Settlement Agreement the parties agree that the wife has received $1,000.00 dollars cash as full settlement for any and all household items

still remaining in the possession of the husband. Therefore, all household furnishing in the possession of each of the parties at the signing of this Child Custody and Property Settlement Agreement becomes the property of the party in possession.

6. The parties agree that due to the limited employment and wages of the mother at this time the wife will pay the amount of $150.00 per month to be used for the support and benefit of the parties minor child, Thomas R. DeBow, Jr. Said child support will be paid in the amount of $75.00 on the first day of each month and $75.00 on the fifteenth day of each month and each month thereafter until further orders of this Court. The parties further agree that the father will maintain insurance upon the parties minor child and that the parties will split equally all medical and dental expenses and routine medical and dental expenses which are not covered by the insurance carried by the father. The wife will pay one-half of all medical and dental expenses after being presented a copy of said expenses within thirty (30) days of receiving said statement. It is agreed and understood that each of the parties shall be solely and separately responsible for paying any and all debts heretofore contracted and incurred by him or her. The parties acknowledge that they have no joint debts other than those stated in this agreement.

7. It is understood and agreed between the parties as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

8. It is agreed and understood between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties.

9. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and custody obligations of the

respective parties hereto.

10. It is agreed and understood between the parties that, from and after the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the parties for whose benefits such payments are made will indemnify the other to the full extent of the amount paid, including any interest and legal expenses incurred, if any.

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

12. It is agreed and understood between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not here stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is now being entered into voluntarily. The parties would respectfully state that James L. Curtis, Attorney at Law, represents Thomas Ricky DeBow, the plaintiff in this cause and the parties would respectfully state and understand that Jamie L. DeBow is not represented by counsel and it has been explained to her that she has the right to seek counsel and to consult with an attorney concerning this Agreement. By the signing of this Agreement Jamie L. DeBow agrees and states that James L. Curtis, Attorney at Law, represents exclusively her husband and no way represents her interest in this divorce cause.

This Agreement contains the entire understanding of the parties. There are no representatives, warranties, promises other that those expressly set forth herein.

Thomas Ricky DeBow

THOMAS RICKY DEBOW

JAMIE ALLYN (LAMB) DEBOW

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 Thomas Ricky DeBow with whom I am personally acquainted an who acknowledged that he executed the within instrument for the purposestherein contained.

WITNESS my hand and official seal on this 3rd day of December, 1985.

Clara D. Ellegumenn
NOTARY PUBLIC

My Commission Expires: May 13, 1989

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 Jamie Allyn DeBow, with whom I am personally acquainted and who acknowledge that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal on this 3rd day of December, 1985.

Clara D. Ellegumenn
NOTARY PUBLIC

My Commission Expires: May 13, 1989

It is, further, **ORDERED, ADJUDGED AND DECREED** that the costs of this cause be taxed against the Husband for which execution may issue if necessary.

The address of Thomas Ricky DeBow is 833 Fitzpatrick Road, Nashville, Tennessee 37214 and the address of Jamie Allyn (Lamb) DeBow is 104 Donna Court, Hendersonville, Tennessee 37075.

ENTER THIS 17th DAY OF March, 1986.

Muriel Robinson
MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

James L. Curtis
JAMES L. CURTIS
ATTORNEY FOR PLAINTIFF
SUITE 1601 PARKWAY TOWERS
NASHVILLE, TN 37219
(615) 256-4747

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Divorce Decree has been mailed to Jamie Allyn (Lamb) DeBow, 104 Donna Court, Hendersonville, Tennessee 37075 on this 19th day of March, 1986.

James L. Curtis
JAMES L. CURTIS

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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* 17th *day of* March, *19* 86, *in Case Number* 85D-3466 *between* Thomas Ricky Debow *Plaintiff, and* Jamie Allyn Debow *Defendant, as same remains of record in Book* 151B, *Page* 1505 *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* 31st *day of* August *in the year one thousand nine hundred and* eighty-eight *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K Langford *D.C.*

Form #GR-117