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GEORGE L. ROGERS, CLERK
Goodlock D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CAROL ELAINE GLEAVES
Plaintiff

vs.

ANDREW LEE GLEAVES, JR.
Defendant

No. 88D-3047

Map 119-16
Par 49 ae

FINAL DECREE OF DIVORCE BOOK 7707 PAGE 566

This cause came to be heard on this 15th day of November 1988 before the Honorable Judge of the Fourth Circuit Court of Davidson County, Tennessee upon a Complaint for an absolute divorce based on Irreconcilable Differences filed by the Plaintiff, a marital dissolution agreement signed by the parties and notarized which has been filed with the Court, testimony of the Plaintiff in open Court, and upon the entire record. From all of the above the Court finds that the marital dissolution agreement entered into by and between the parties makes a fair and equitable distribution of the property of the marriage and makes adequate and sufficient provisions for the custody and maintenance of the minor child of the marriage and therefore the agreement should be approved by the Court and the Plaintiff should be granted an absolute divorce based on irreconcilable differences and be restored to all the rights and privileges of an unmarried person.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff be granted an absolute divorce on the grounds of Irreconcilable Differences and that the parties be restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the marital dissolution agreement entered into by and between the parties and filed with this Court be approved by the Court as a fair and equitable distribution of the property of the marriage. and as providing for adequate and sufficient provisions for the custody and maintenance of the minor child of the marriage. The said marital dissolution agreement is therefore incorporated into this order and made the order of this Court, to wit:

FOURTH CIRCUIT

MARRIAGE DISSOLUTION AGREEMENT

This Marriage Dissolution Agreement is entered into on this 2ND day of August 1988 in Nashville, Davidson, County, Tennessee by and between Carol Elaine Gleaves, hereinafter referred to as the Wife, and Andrew Lee Gleaves,Jr, hereinafter referred to as the Husband under the following terms and conditions:

WHEREAS, the parties were lawfully married in Nashville, Davidson County, Tennessee on the 18th day of January 1969, and

WHEREAS, the parties separated in Nashville, Davison County, Tennessee on March 3, 1988, and

WHEREAS, the parties acquired real property during the marriage and the parties had two children born of the marriage and one is still a minor child, and

WHEREAS, the Wife has or immediately will file for an absolute divorce on the grounds of irreconcilable differences in the Circuit Court of Davidson County, Tennessee No. 88D3247 and

WHEREAS, the parties wish to make more specific their respective rights.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE and the rights to be acquired hereby, the parties agree as follows:

1. Except as specificially provided for herein all other personal property of the parties has been divided to the satisfaction of the respective parties and each party shall own the personal property in his or her possession free and clear of any claim of the other party.

2. The Husband shall have custody and control of the minor child of the marriage, Jason Gleaves, age 16 years, with reasonable visitation rights reserved to the Wife. The Wife shall pay to the Husband as and for child support the sum of fifty dollars ($50.00) per week with the first payment to begin on the first Friday after this agreement is signed with a

like payment of $50.00 being due and payable on each Friday thereafter until the child shall become 18 years of age and complete high school.

4. Neither party makes any claim or demand for any alimony or support of any kind or nature and this agreement is in full and final settlement of any such claim.

5. The Husband shall receive the following items of personal property free and clear of any claim of the Wife: the 1978 Dodge truck Vin No. D14AE9S199809; the Honda motorcycle Serial No. JYA1NL003*A011924 The Husband shall be soley and exclusively responsible for any and all debts or obligations owing on the motorcycle and truck and the Wife shall be held harmless for any such debts or obligations.

The Husband shall receive any and all furnishings in the residence at 923 Drummond Drive, Nashville, Tennessee free and clear of any claim of the Wife.

All right, title and interests in and to certain real property at 923 Drummond Drive, Nashville, Davidson County, Tenn. shall be divested out of the Wife and vested in the Husband and the Husband shall be solely and exclusively responsible for any debts or mortgages owing on this property and the legal discription of this property shall be placed in the Final Order of Divorce so that the Final Order may be recorded in the Register's Office of Davidson County Tennessee. The Wife agrees to execute a Quitclaim Deed or any other documents necessary and proper for the conveyance.

6. The Wife shall receive her school books and annuals and papers and effects and pictures from the residence.

7. The Wife shall be solely and exclusively responsible for all credit cards and credit accounts presently owing by the parties except for the account and credit card with Western Auto and the account and credit card with Visa. She shall hold the Husband harmless for any amounts owed on these accounts and the Husband shall execute any and all documents necessary and proper to cause these accounts and cards to be transferred to the Wife.

The Husband shall be solely and exclusively responsible for any all obligations due and owing on the Visa account and credit card and the Western Auto account and card and he shall hold the Wife harmless for any debts due and owing thereon. The Wife shall execute any and all documents necessary and proper to cause these cards to be placed in the name of the Husband.

8. The parties shall remain jointly and/or severally liable, as the case may be on a particular debt, for any obligation or obligations, not herein specifically otherwise provided for. Each respective party shall remain soley and exclusively responsible for any debt or debts or obligations he or she made before or after the date of this agreement which is not expressly otherwise provided for above and herein. The party making the debt or contracting for the obligation shall be soley responsible and shall hold the other party harmless and shall indemnify the non-contracting party.

9. The Wife will pay the costs of the divorce action and any attorney's fees for this divorce action.

WITNESS OUR HANDS and seals to this Agreement in Nashville, Davidson County, Tennessee and we signify hereby that we understand and agree that this Agreement will be presented to the Court as part of the proceedings for divorce and if approved by the Court will be made the order of the Court and thereafter become enforceable as the order of the Court. We each certify that we have been given sufficient time and opportunity to discover the total holdings and assets of the other party and the other party has been fully cooperative in finding any assets he or she may have and making such records available. We further certify that we each understand this Agreement and every part herein.

Husband, Andrew Lee Gleaves Jr.
Andrew Lee Gleaves Jr.

Wife, Carol Elaine Brown Gleaves
Carol Elaine Brown Gleaves

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Kaye Atkinson a Notary Public in Nashville, Davidson County, Tennessee the above named Carol Elaine Gleaves and Andrew Lee Gleaves, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the persons, who acknowledged they executed the above instrument for the purposes therein contained.

Sworn to and subscribed to before me on this 2nd day of August 1988.

My Commission Expires: My Commission Expires July 13, 1991

Kaye Atkinson
Notary Public,

In accordance with the marital dissolution agreement approved by this Court, It if further Ordered, Adjudged and Decreed that all right, title, and interests in and to the real property located at 923 Drummond Drive, Nashville, Tennessee be divested out of the Wife, Carol Elaine Gleaves, and vested in the Husband, Andrew Lee Gleaves, Jr. and the real property is further described as follows:

> Being Lot No. 145 on the Map of Section II Battlewood, as of record in Book 1835, pages 95 and 96 of the Register's Office of Davidson County, Tennessee Being the same property conveyed to Andrew Lee Gleaves, Jr. and wife of record in Book 4546, page 482 Register's Office of Davidson County, Tennessee

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the costs of this cause are taxed according to the marital dissolution agreement to the Plaintiff. For all of which execution may issue if necessary.

Entered this 15 +61 day of November 1988.

JUDGE, FOURTH CIRCUIT

Approved for entry:

Dan R. Alexander
Attorney for Plaintiff
1205 8th Avenue South
Nashville, Tennessee 37203
Tel 254-6300 BAR# 7065

Certificate of Service

I certify that a true and exact copy of the above was mailed by U.S. Mail with sufficient postage to the following parties: Andrew Lee Gleaves Jr. 923 Drummon Drive Nashville, Tennessee 37211 on this 15th day of November 1988.

Dan R. Alexander

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IDENTIFICATION

Nov 18 3 36 PM '88

CHLORE Z. WILSON REGISTER
DAVIDSON COUNTY, TN

9290 11/18 0101 01CASH 21.00

BOOK 7707 PAGE 572

Mail
Andrew L. Gleaves
Jr.
923 Drummond
Drive
37211

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* 15th *day of* November, *19*88, *in Case Number* 88D-3047 *between* Carol Elaine Gleaves *Plaintiff, and* Andrew Lee Gleaves Jr. *Defendant, as same remains of record in Book* 174-A, *Page* 586 *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* November *in the year one thousand nine hundred and* 88 *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117