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GEORGE L. BOOKER, CLERK
L. Langford

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANTHONY EUGENE MURRAY, SR., Plaintiff/Husband,	§	
VS.	§	NO. 86D-3165
LINDA MICHELLE THOMPSON MURRAY, Defendant/Wife.	§	

BOOK 7819 PAGE 30

Map. Parcel 117-9 Par. 46

FINAL DECREE

This cause came on to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee on the 16th day of January, 1987, upon the orginal complaint for Absolute Divorce of Plaintiff/Husband, ANTHONY EUGENE MURRAY, SR., testimony of said Plaintiff/Husband that there are irreconcilable differences between the parties hereto and they can no longer continue as Husband and Wife, and the Child Custody, Child Support, Alimony and Property Settlement Agreement executed by the parties before a notary public, same bearing the date of October 14, 1986.

Therefore, it appearing to the Court that said Complaint for Absolute Divorce has been lodged with the clerk of this Court for a period of ninety days; that there are differences between the parties to the extent that there is no hope or expectation of reconciliation; and that there is an adequate and sufficient provision by written agreement for the equitable settlement of child custody, child support, alimony and the property rights between the parties, Husband, Anthony Eugene Murray, Sr., 3007 Oakland Avenue, Nashville, Tennessee 37212 and Wife, Linda Michelle Thompson Murray, 1903 Hillside Drive, Nashville, Tennessee 37203.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the Plaintiff/Husband, Anthony Eugene Murray, Sr., be granted an absolute divorce from Defendant/Wife, Linda Michelle Thompson Murray, on the

grounds of "irreconcilable differences" with both parties being restored to the rights, privileges, and obligations of unmarried persons.

2. That the written, notarized Child Custody, Child Support, Alimony, and Property Settlement Agreement entered into between the parties on October 14, 1986, is in words and figures approved, ratified, and adopted by the Court, its provisions being incorporated within this decree as they are set forth in the four (4) pages next preceding.

IN THE _____ COURT FOR DAVIDSON COUNTY, TENNESSEE

ANTHONY EUGENE MURRAY, SR.,	§	
Plaintiff,	§	
VS.	§	NO:
LINDA MICHELLE THOMPSON MURRAY,	§	
Defendant.	§	

CHILD CUSTODY, CHILD SUPPORT, AND PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into this 14 day of October, 1986, by and between ANTHONY EUGENE MURRAY, SR., hereinafter called "Husband", and LINDA MICHELLE THOMPSON MURRAY, hereinafter called "Wife".

WHEREAS, the parties were married June 10, 1977 in Davidson County, Tennessee, and have one minor child, a son, Anthony Eugene Murray, Jr., 5 years of age, born October 20, 1981, who is presently in custody of Wife, and

WHEREAS, unhappy differences have arisen between the parties, and same are irreconcilable, and Husband has filed suit for absolute divorce herein, and

WHEREAS, the parties are desirous of settling all controversies in said suit concerning child custody, child support, alimony, and the division of their property.

NOW THEREFORE, the parties agree as follow:

1. **DIVORCE**: It is hereby agreed by the parties that Husband shall proceed to trial and obtain a divorce in a Court in Davidson County, Tennessee, at Nashville, on the grounds of irreconcilable differences, and that the parties shall be restored to all the rights and privileges of unmarried persons.

2. **CHILD CUSTODY**: Wife shall have the absolute care, custody and control of the minor child of the parties with reasonable and liberal visitation rights to Husband.

3. **CHILD SUPPORT**: Husband shall pay directly to Wife on Friday of each week, child support in the amount of Fifty Dollars ($50.00) per week.

As additional support, Husband shall furnish the minor child hospital and medical insurance, similar to the plan Husband has purchased through his employer.

As additional support, Husband agrees that the minor child of the parties shall be the beneficiary of Twenty-Five Thousand Dollars ($25,000.00) of his life insurance until said child reaches eighteen (18) years of age.

Husband agrees to furnish Wife proof of said hospitalization/medical and life insurance, upon Wife's request.

4. **REAL PROPERTY**: All right, title, and interest of Wife in and to the homeplace of the parties, 3007 Oakland Avenue, Nashville, Davidson County, Tennessee, shall be divested out of her and said property shall become the sole property of Husband, Husband being solely responsible for the mortgage on said property payable to First Tennessee Bank. Husband agrees to hold Wife harmless and indemnify her, if necessary, or any of said mortgage payments.

5. **PERSONAL PROPERTY**: All right, title, and interest of Husband in and to a 1979 Mercury Capri automobile shall be divested out of him and said property shall be the sole property of Wife, she paying the unpaid balance due thereon, agreeing to indemnify Husband any payments he may be required to make as a result of Wife's failure to pay.

All right, title, and interest of Wife in and to a 1979 Oldsmobile Cutlass automobile shall be divested out of her and said property shall become sole property of Husband, he being required to pay the encumbrance thereon, he agreeing to indemnify Wife any payments she may be hereafter required to pay on said automobile, and as a result of Husband's failure to pay.

Parties agree that they have equitably divided all their furniture, furnishings, household goods, and personal effects, and each party, as of the date of this agreement, shall be vested with the sole and complete ownership and possession of all such property in his/her possession.

6. **DEBTS**: Husband shall pay the remaining and outstanding debts incurred by the parties prior to their separation with the exception of a bill to Karco for repairs and maintenance to Wife's automobile, Wife agreeing to pay said bill and indemnifying Husband, should he be required to pay same, as a result of Wife's failure to pay.

7. **INCOME TAX**: ~~Wife~~ Husband agrees that ~~Husband~~ Wife may claim the minor child of the parties as ~~his~~ her exemption for income tax purposes.

8. **ATTORNEY'S FEES AND COSTS**: Husband shall pay the Attorneys fee of Stan Allen, Attorney and the Court costs of this cause.

9. **MARITAL RIGHTS**: The parties understand and agree that this Agreement is in full and final settlement of all marital rights between the parties and, except as otherwise provided herein, forever bars either party from and after the acceptance of this Agreement by the Court, and incorporation into the Final Divorce Decree from any and all claims for child support, alimony, dower, curtesy, homestead or any other inheritance rights the parties may have acquired by virtue of their marriage.

10. **PENDING DIVORCE ACTION**: The parties understand and agree that this Agreement shall be submitted to the Court and if found by the Court to be fair and equitable, will be approved by said Court. However, in the event a divorce is not granted to either party, or the parties reconcile, this Agreement shall be of no further force and effect. Parties agree to sign or execute any and all necessary deeds, documents or instruments to carry out and to put into full force and effect the intent and purpose of this Agreement.

Parties submit to the jurisdictation of the Court for all the purposes herein contained. Further, this Agreement is entered into without any collusion between the parties, but solely of their own free will and accord.

IN WITNESS WHEREOF, the parties have affixed their signatures upon the day and date first above written.

Anthony Eugene Murray Sr.
ANTHONY EUGENE MURRAY, SR.

Linda Michelle Thompson Murray
LINDA MICHELLE THOMPSON MURRAY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named ANTHONY EUGENE MURRAY, SR. and LINDA MICHELLE THOMPSON MURRAY, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of Oct, 1986.

Patricia Thompson Campbell
NOTARY PUBLIC

My Commission Expires: My Commission Expires May 13, 1989

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3. Unless specifically ordered by the Court, the support included in this Decree will not be reduced or prorated.

4. Plaintiff/Husband shall pay the costs herein, for which let execution issue, if necessary.

ENTER: This 16th day of January, 1987.

HONORABLE MURIEL ROBINSON
Judge

APPROVED FOR ENTRY:

STAN ALLEN
Attorney for Plaintiff/Wife
207 Third Avenue North
Third Floor
Nashville, Tennessee 37201
615/244-2445

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been mailed to Mr. Anthony Eugene Murray, 3007 Oakland Avenue, Nashville, Tennessee 37212 and Linda Michelle Thompson Murray, 1903 Hillside Drive, Nashville, Tennessee 37203, on this 16th day of January, 1987.

STAN ALLEN

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* January, *19*87, *in Case Number* 86D-3165 *between* ANthony Eugene Murray, Sr. *Plaintiff, and* Linda Michelle Murray *Defendant, as same remains of record in Book* 158B, *Page* 1377 *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* April *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Gilbert *D.C.*