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FILED

1986 JUN 16 PM 1:42

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CAROL ANN GRIFFIN)
)
VS.) NO. 85D-2885
)
TOMMY RAY GRIFFIN)

K Langford

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FINAL DECREE

BOOK 8053 PAGE 477

This cause came on to be heard on this the 6th day of June, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee on a complaint for absolute divorce filed by Carol Ann Griffin, on an answer and cross-complaint filed by the Defendant, Tommy Ray Griffin, and it appearing to the Court that the said Tommy Ray Griffin desires to withdraw his cross-complaint and after hearing testimony of the Plaintiff that irreconcilable differences do exist between the parties and that the Plaintiff desires for the Court to approve a Child Custody and Property Settlement Agreement, same being stated by the Plaintiff as a fair and equitable distribution and settlement of the parties' rights, it is therefore

ORDERED, ADJUDGED and DECREED that the Plaintiff, Carol Ann Griffin, be granted an absolute divorce from the Defendant, Tommy Ray Griffin, and that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore subsisting between the parties be forever and perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the restraining orders heretofore issued by the Court be dissolved, and that a permanent injunction be and is hereby issued enjoining the Defendant, Tommy Ray Griffin, from coming about the Plaintiff or calling the Plaintiff at anytime or place for the purposes of bothering, harrasing, or molesting her in any manner, and the Defendant is further enjoined from taking the parties' minor child out of Plaintiff's custody, except as agreed upon by the parties in the Custody Agreement set out herein.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Child Custody and Property Settlement Agreement heretofore entered into between the parties is ratified and approved by the Court, said Agreement provides as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 8053 PAGE 479

CAROL ANN GRIFFIN

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GEORGE L. HOOKER, Clerk

By K. Langford Deputy

VS.

NO. 85D-2885

TOMMY RAY GRIFFIN

CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between CAROL ANN GRIFFIN, hereinafter referred to as "Wife", and TOMMY RAY GRIFFIN, hereinafter referred to as "Husband", both residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the above parties desire to enter into a child custody and property settlement agreement with regard to their respective rights and obligations arising out of their marital relationship.

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them, causing them to separate and live apart, and each state that it is their mutual desire that the marriage be terminated in the Fourth Circuit Court for Davidson County, Tennessee, wherein an action for divorce in which irreconcilable differences is alleged as a ground has been filed, and that they have no expectation of resuming their marital relationship.

This child custody and property settlement agreement contains the entire agreement between the parties, and is contractual in nature and not a mere recital.

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

1. Each party at all times hereafter shall live separate and apart from the other party at such place or places as provided for in this Agreement or as he or she may from time to time choose or deem fit.

2. Each party shall be freed from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried.

C.A.G. T.R.G.

3. The Wife shall have the care, custody and control of the parties' minor child, Kristin Griffin, with visitation privileges to be granted to husband as follows: every other weekend from Friday at 5:00 p.m. until Sunday at 6:00 p.m.; every Wednesday evening from 5:00 p.m. until 8:00 p.m.; every other Thanksgiving and Easter, Husband having visitation privileges on Thanksgiving this year and Easter in the year of 1987, every other birthday of the minor child beginning with 1986. Christmas visitation shall be as follows: Husband shall pick the minor child up at Wife's residence at 12:00 noon on December 23, and shall return the minor child at 12:00 noon on December 24. Husband shall then again pick the parties' minor child up from the residence of Wife at 12:00 noon on December 25, and shall return the parties' minor child on December 26 at 6:00 p.m. The aforementioned visitation privileges for Husband shall remain the same year after year, unless otherwise specifically agreed upon between the parties. Husband shall pay Wife the sum of $250.00 per month as child support into the hands of the Circuit Court Clerk's Office, on or before the 2nd day of each month. It is stipulated that under the terms of this child custody and property settlement agreement that the parties will file a joint return for 1985 and the Wife shall claim the parties' minor child as a dependent and deduction for federal income tax purposes for the year 1986 and the parties shall alternate every other year claiming said child as a dependant and deduction for federal income tax purposes.

4. The Husband agrees that as soon as he retains a regular job he will maintain health insurance on the parties' minor child, and the parties agree they will be equally responsible for any medical expenses not covered by said insurance.

5. At the time of the execution of this Agreement, the parties are owners of a condominium located at 1114 Quail Court West, Nashville, Tennessee, hereinafter referred as the "Residence". All right, title and interest of said Residence

C.A.G. T.R.G.

shall be divested from Husband and vested solely in Wife in fee simple. Said property is described as follows:

> A certain condominium apartment in Davidson County, Tennessee, described as follows:
>
> Unit No. 10, Lot No. 11 in a horizontal property regime as shown on the condominium site plan, Section 2, Phase II, Quail Valley, as of record in Plat Book 5200, page 395, Register's office for Davidson County, Tennessee.
>
> Being the same property conveyed to Tommy R. Griffin and wife, Carol Ann Griffin, from TennReal, Inc., of record in Book 5915, page 20, Register's Office for Davidson County, Tennessee.

6. Husband shall be divested of all right, title or interest which he may have in the parties' Scirocco automobile, and the Wife agrees to be responsible for all liens and encumbrances on said automobile and will indemnify and hold Husband harmless on said debt.

7. Wife shall be divested of all right, title or interest which she may have in and to the parties' jeep, and Husband agrees to be responsible for all liens and encumbrances on said jeep and will indemnify and hold Wife harmless on said debt.

8. Husband shall be divested of all right, title and interest which he may have in and to The Loft Hairstyling Salon, and Wife shall assume all debts and obligations of said salon and will indemnify and hold Husband harmless on said debts.

9. It is understood and agreed, exclusive of the debts referred to in paragraphs 5, 6, 7 and 8 above that any debts incurred by Wife in her name shall be the responsibility of Wife, and any debts incurred by the Husband in his name shall be the responsibility of Husband, and each shall hold the other harmless on said debts.

10. Each party agrees to execute the necessary deeds, titles, bills of sale, stock certificates, and other documents to effectuate the transfer of the property interests set out herein.

C.A.G. T.R.G.

11. Husband and Wife agree that they will each be responsible for their own attorney's fees incurred in this divorce action, and Husband agrees to pay the Court costs of said action.

12. The parties stipulate that each of them has read this child custody and property settlement agreement in its entirety, and has obtained the advice of counsel respecting the terms, conditions and ramifications hereof. This child custody and property settlement agreement is executed by each of the parties of their own free will without coercion.

WITNESS OUR HANDS, this 23 day of ~~April~~ May, 1986, as to the Wife, and the 15th day of ~~April~~ May, 1986, as to the Husband.

Carol Ann Griffin
CAROL ANN GRIFFIN, WIFE

Tommy Ray Griffin
TOMMY RAY GRIFFIN, HUSBAND

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 CAROL ANN GRIFFIN, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 23rd day of May, 1986.

Linda Gale Melton
NOTARY PUBLIC

My Commission Expires: 3-8-89

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named TOMMY RAY GRIFFIN, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 15th day of May, 1986.

Donna L. Tyler
NOTARY PUBLIC

My Commission Expires: 1/10/89

C.A.G. T.R.G.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that pursuant to the terms of the aforesaid Property Settlement Agreement that the partnership agreement entered into between Carol Ann Griffin and Tommy Ray Griffin doing business as The Loft Hairstyling Salon be and the same is hereby dissolved, and that all of the assets of said partnership are vested in Carol Ann Griffin, and she shall be responsible for the debts and obligations of said salon and will indemnify and hold the Defendant harmless on same.

IT IS FURTHER ORDERED, ADJUDGED and DECREED and by and through this Final Decree, all right, title and interest of the residence of the parties located at 1114 Quail Court West, Nashville, Tennessee is divested from Tommy Ray Griffin and vested in Carol Ann Griffin, said real property being described as follows:

> A certain condominium apartment in Davidson County, Tennessee, described as follows:
>
> Unit No. 10, Lot No. 11 in a horizontal property regime as shown on the condominium site plan, Section 2, Phase II, Quail Valley, as of record in Plat Book 5200, page 395, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Tommy R. Griffin and wife, Carol Ann Griffin, from TennReal, Inc., of record in Book 5915, page 20, Register's Office for Davidson County, Tennessee.

IS IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the Defendant, for which execution may issue if necessary.

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

The current address of the parties are as follows:

Carol Ann Griffin
1114 Quail Court West
Nashville, Tennessee 37214

Tommy Ray Griffin
653 Royal Crest Avenue
Nashville, Tennessee 37214

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Defendant shall pay into the hands of the Circuit Court Clerk's Office the sum of $250.00 plus 5% for the Clerk's Commission, making a total of $262.50 on or before the 2nd day of each month for child support for the parties' minor child.

ENTER this the 13th day of June, 1986.

Muriel Robinson, Judge

APPROVED FOR ENTRY:

Joseph L. Lackey, Jr.

Attorney for Plaintiff
Butler, Lackey, Rodgers & Snedeker
Twelfth Floor
First American Center
Nashville, Tennessee 37238

RUSH

DAVIDSON COUNTY TN.
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IDENTIF. REFERENCE
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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Final Decree has been placed in the United States Mail, postage prepaid, to Mr. Robert Jackson and Ms. Laura Goodall, Attorneys for Defendant, 216 Third Avenue North, Nashville, Tennessee 37201, on this the 10th day of June, 1986.

Joseph L. Lackey, Jr.

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* June, *19* 86, *in Case Number* 85D2885 *between* Carol Ann Griffin *Plaintiff, and* Tommy Ray Griffin *Defendant, as same remains of record in Book* 153C, *Page* 1603 *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-six *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*
By Barbara Eddington D.C.

Form #GR-117