4702327

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA CAROLYN CORLEW)
)
VS.) NO. 88D 2960
)
ALTAMONT A. CORLEW)

'89 MAY -3 PM 4:07
GEORGE C. ARNOLD, CLERK
by Spurlock D.C.

Map 58-14
Parcel 58

FINAL DECREE

This cause came on to be heard on the 3rd day of May, 1989, before the Honorable James R. Everett, Judge of the Probate Court for Davidson County, Tennessee, upon the complaint for absolute divorce, service of process having been made upon the defendant, statement of counsel and testimony of the plaintiff in open Court, and the entire record in this cause, where it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties;

IT IS, THEREFORE, ORDERED ADJUDGED AND DECREED that the plaintiff, Linda Carolyn Corlew, is granted an absolute divorce from the defendant, Altamont A. Corlew, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement, heretofore executed by the parties is hereby adopted in its entirety as an order of this Court and more particularly set out as follows, to wit:

68310

IDENTIF. TREFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

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VS.) NO. 88D 2960
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This cause came on to be heard on the 3rd day of May, 1989, before the Honorable James R. Everett, Judge of the Probate Court for Davidson County, Tennessee, upon the complaint for absolute divorce, service of process having been made upon the defendant, statement of counsel and testimony of the plaintiff in open Court, and the entire record in this cause, where it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties;

IT IS, THEREFORE, ORDERED ADJUDGED AND DECREED that the plaintiff, Linda Carolyn Corlew, is granted an absolute divorce from the defendant, Altamont A. Corlew, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement, heretofore executed by the parties is hereby adopted in its entirety as an order of this Court and more particularly set out as follows, to wit:

FILED
'88 AUG -5 AM 11:07

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this the 20th day of July, 1988, by and between Linda Carolyn Corlew, hereinafter called "wife", and Altamont A. Corlew, ~~hereinafter~~ D.C. called "husband":

W I T N E S S E T H

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable, with the result that Ms. Linda Carolyn Corlew, wife, instituted divorce proceedings against Mr. Altamont A. Corlew, husband, on August 5,1988, same being Civil Action No. 88D2960 in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. 36-801;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The wife shall retain the custody of the minor children of the parties, to-wit; Kendra Renee Corlew, age 17; and Althea Montina Corlew, age 12, with reasonable rights of visition being specifically reserved for the husband and natural father, Altamont A. Corlew.

2. The husband shall pay to the wife the sum of $400.00 per month for the support and maintenance of the two minor children. The husband's child support shall be reduced to $200.00 per month upon the oldest child reaching 18 years of age or her regular class in school graduating from high school whichever occurs last. Further, the husband shall maintain hospitalization and medical insurance on the minor children of the parties, and he shall pay any deductible required by said insurance carrier. The parties agree that they will split

equally any further medical or dental expenses of the minor children not covered by the insurance carrier furnished by the husband.

3. The husband shall receive all right, title and interest in the parties' homeplace located at 109 Eaton Court, Nashville,Tennessee. He will be responsible for any indebtedness thereon holding the wife harmless from the same. The husband agrees to pay to the wife $10,000.00 cash upon entry into this agreement and $300.00 per month payable the first day of each month for eight years and three months for her interest in the parties' homeplace.

4. The wife shall receive her 1987 Toyota Cressida currently titled in her name to be free and clear of any claim of the husband, and the wife will be responsible for any indebtedness thereon holding the husband harmless. The husband shall receive his 1986 GMC pickup truck and 1984 Pontiac Bonneville to be his free and clear of any claim of the wife and shall hold the wife harmless from any outstanding indebtedness.

5. The wife shall receive her Sears stock free and clear from any claim of the husband.

6. The husband shall receive his upholstery business free and clear from any claim of the wife.

7. The wife shall be responsible for any indebtedness owed to Visa, Mastercharge, Discover, Caster Knotts, and shall hold the husband harmless from the same.

8. The husband shall be responsible for the outstanding indebtedness owed to 3rd National Bank for his Visa, and shall hold the wife harmless from the same. The husband shall further be responsible for any other debts in either parties' name or in their joint names.

9. The wife shall receive all right, title and interest in the parties' condominium located in Gatlinburg free and clear from any claim of the husband. The wife shall be responsible for any indebtedness thereon holding the harmless from the same.

10. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto, subject to the approval of the Court.

11. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of the Husband from all other obligations to support the Wife and a discharge from all other claims arising out of their marital relationship and that each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this Agreement applies to all property now owned by the Wife and the Husband, or any property that either of them may acquire in the future.

12. Each of the parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

13. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

14. This agreement shall be binding upon and enure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

15. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein 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 being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Linda Carolyn Corlew
LINDA CAROLYN CORLEW

Altamont A Corlew
ALTAMONT A. CORLEW

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named Linda Carolyn Corlew, who acknowledged that she executed the above Marital Dissolution Agreement for the purposes therein contained.

This 20 day of July, 1988.

Patricia D Estes
NOTARY PUBLIC

My Commission Expires: 10/24/88

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named Altamont A. Corlew, who acknowledged that he executed the above Marital Dissolution Agreement for the purposes therein contained.

This 13th day of July, 1988.

Theresa L. Barton
NOTARY PUBLIC

My Commission Expires: 11/12/90

The Court further finds that the current address of the parties is as follows: Husband - 109 Eaton Court, Nashville, Tennessee 37218; Wife - 1816 Sunset Cr. Nashville, Tennessee 37207.

The Court further finds that unless specifically ordered by this Court the amount of child support set herein shall not be reduced or prorated by either party.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the costs of this cause are to be taxed against the wife, for which execution may issue, if necessary.

ENTERED this 3 day of May, 1989.

JUDGE

Approved for Entry:

HAYNES AND CANNON

BY: MARK WALKER
Attorney for Plaintiff

140 North Main Street
Goodlettsville, Tennessee 37072
BPR No. 12288
(615) 859-1328

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been forwarded to Mr. Altamont A. Corlew, 109 Eaton Court, Nashville, Tennessee 37218, on this 3rd day of May, 1989.

BY: MARK WALKER

BOOK 8226 PAGE 60

Mail
A. A. Corlew
109 Eatan Ct
37218

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* Probate *Circuit Court for Davidson County, Tennessee, on the* Third *day of* May, *19* 89, *in Case Number* 88D-2960 *between* Linda Carolyn Corlew *Plaintiff, and* Altamont A. Corlew *Defendant, as same remains of record in Book* 47C, *Page* 2327 *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* May *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddings *D.C.*

Form #GR-117