Book 8503 Map 131-6
Page 261 Parcel 36

1990/4375

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CAROLE H. CARTER,

Plaintiff,

v.

B. LAMONT CARTER,

Defendant.

No. 90D-2037

131-06-0
36.00

FINAL DECREE

BOOK 8570 PAGE 226

This cause came on to be heard on the 21st day of June, 1991, before the Honorable Muriel Robinson-Rice, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the complaint filed by the Plaintiff-Wife with personal service of process on the Defendant-Husband; the Defendant-Husband withdrawing his answer and this cause being heard ex parte upon the grounds of irreconcilable differences; the marital dissolution agreement entered into, signed by the parties, and filed with this Court; testimony of the Plaintiff-Wife in open court, statement of counsel for the Plaintiff-Wife; and the entire record in this cause, from all of which it appears to the Court and the Court so finds that irreconcilable differences have arisen between the parties; that the Plaintiff-Wife should be granted an absolute divorce from the Defendant-Husband; that the marital dissolution agreement entered into by and between the parties has made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties; that said Marital Dissolution Agreement is approved by this Court, and will be so incorporated into the Final Decree.

It is therefore ORDERED, ADJUDGED and DECREED by this Court that the Plaintiff-Wife be and she hereby is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by this Court that the marital dissolution agreement entered into by and between the parties heretofore filed with this Court be and the same hereby is approved and incorporated into the Final Decree as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUN 25 PM 3:18

GEORGE L. ROOKER, CLERK

D.C.

CAROLE H. CARTER, Wife	]	
	]	
v.	]	No. 90D-2037
	]	
B. LAMONT CARTER, Husband	]	
	]	

MARITAL DISSOLUTION AGREEMENT

This Agreement, made this 20th day of June, 1991, between Carole H. Carter, now a resident of Davidson County, Tennessee, hereinafter referred to as WIFE, and B. Lamont Carter, also a resident of Davidson County, Tennessee, hereinafter referred to as HUSBAND:

WHEREAS, the parties hereto are now HUSBAND and WIFE, but have been separated and living apart, said separation resulting from unhappy and irreconcilable differences between them; the place of the separation of the parties being Nashville, Davidson County, Tennessee; and

WHEREAS, there is now an action for absolute divorce pending in the Fourth Circuit Court of Davidson County, Tennessee, wherein the WIFE is the Plaintiff and the HUSBAND is the Defendant, bearing the hereinabove set forth docket number, a petition for divorce on the grounds of irreconcilable differences having been filed by the WIFE with an answer thereto filed by the HUSBAND; said answer being hereby withdrawn so that this matter is now uncontested;

WHEREAS, it is the desire of the parties to make an agreement setting forth their marital rights respecting property now owned by the parties and to adjust and settle all marital interests in said property, both parties being aware of the marital assets of the other party, and for the equitable settlement of any property rights between them, both WIFE and HUSBAND being represented by an attorney in the preparation and execution of this Agreement;

WHEREAS, this Agreement is not intended nor shall it be construed to be an agreement for divorce. It is agreed by the parties that this Agreement may be submitted to the Court for approval and made a part of the Final Decree and that any terms may

be enforceable by contempt proceedings, if necessary. Each party hereby waives any right to apply to any Court for modification of this Agreement prior to the Final Decree of Divorce.

WITNESSETH: That now therefore in consideration of the premises and the mutual agreements and promises herein contained, the parties do hereby agree as follows:

I. CHILDREN

The parties have one child who is the natural daughter of the WIFE and was adopted by the HUSBAND. The daughter is now 18 years of age and has graduated from high school.

II. REAL ESTATE:

A. The parties presently own as tenants by the entireties a house and lot at 2031 Castleman Drive, Nashville, TN 37215, the down payment for which was paid by funds of the WIFE; this house and lot will be the sole and separate property of the WIFE and title shall be vested in her name along as femme sole; all of the HUSBAND's right, title, and interest in and to said real property shall be divested out of him and vested solely in the WIFE.

B. The HUSBAND hereby agrees to execute a quit claim deed to the WIFE immediately upon the granting of the divorce, said quit claim deed to vest in the WIFE all of his interest in and to said real property they now own as tenants by the entireties.

C. The WIFE will pay to HUSBAND the sum of Ten Thousand and no/100 ($10,000.00) Dollars for his interest, equity, or any and all other claims of any kind in and to said real property. Said sum shall be payable in cash or certified funds within two years of the granting of this divorce.

D. The HUSBAND will retain a lien on said real property until the above payment is made.

E. All deposits made by the parties or either of them for any utilities for said real property shall be, become, and remain the sole property of WIFE.

VII. PERSONAL PROPERTY:

A. Each party will have ownership and possession of all items of personal property and household goods and furnishings

which each owned prior to their marriage.

B. Each party will have ownership and possession of all personal possessions, clothing, books and papers, and other like personal items.

C. The parties have heretofore, before the execution of this Agreement, physically divided and taken into their respective possessions all items of household goods and furnishings in which either party hereto has any interest.

D. Each party does hereby transfer and quit claim unto the other party all of his or her interest in and to all of the items of personal possessions and household goods and furnishings now in the possession of the other party. Each party will pay the indebtedness, if any, on any such personal property in his or her possession.

E. The HUSBAND shall have sole ownership and possession of the Datsun 280Z automobile and the truck; he shall pay the indebtedness thereon and hold WIFE harmless for same.

F. The 1989 Chrysler LeBaron automobiles currently titled in both names and customarily driven by the daughter Lee shall become her separate vehicle.

G. The 190SE Mercedes automobile customarily driven by the WIFE shall remain her sole and separate property free from the claim of HUSBAND, if any, said vehicle being provided to WIFE through her employment.

H. It is further agreed that any and all property acquired by either party subsequent to the date of this Agreement shall be the separate and sole property of the party acquiring same.

VIII. BANK ACCOUNTS:

A. The parties have, before the execution of this agreement, divided the proceeds of all bank and stock accounts and taken into their respective personal custody all such accounts, including but not necessarily limited to checking and saving accounts, trading and stock accounts, pension and retirement accounts, and benefit plans, stocks and bonds, etc. Each party does hereby transfer and quit claim unto the other party all of his or her interest in and

to all such accounts in the possession, name, or control of the other party.

B. Each party hereby waives all of his or her rights in and to the proceeds of all accounts of which the other party is the sole signatory owner.

IX. DEBTS AND OBLIGATIONS:

A. The parties further agree that any debts or obligations contracted by either party subsequent to the date of the separation of the parties shall be the sole and separate responsibility and liability of the party contracting said debts. Each party shall hold the other harmless for same, including the amount of the debt, and interest or costs, and any and all court costs and attorney fees expended by either party in the protection of his or her credit as a result of any debt of the other party.

B. The HUSBAND shall be solely liable for the following debts and obligations of the parties and shall hold the WIFE harmless for same according to the terms set forth hereinabove in paragraph A:

1. The note at Third National Bank in the approximate amount of $5,000.00;

2. The student loan in his name in the approximate amount of $6,500.00.

C. The WIFE shall be solely liable for the following debts and obligations of the parties and shall hold the HUSBAND harmless for same according to the terms set forth hereinabove in paragraph A:

1. The balance owed to the Internal Revenue Service for 1989 individual joint personal tax return.

X. MISCELLANEOUS PROVISIONS:

~~A. The parties presently have the right to renew four University of Tennessee season football tickets; each party shall have the right to renew two of the four season tickets.~~ NKC CC

B. Each party will pay his or her own attorney's fees.

C. HUSBAND agrees to pay all Court costs, fees and litigation taxes in this cause, including those costs, fees and taxes paid by WIFE in the filing of this cause.

D. The parties hereby agree that either party will promptly execute any and all documents of any kind or character for the other which may be necessary or proper to carry out the terms thereof.

IN WITNESS WHEREOF, the following have subscribed their names on this 20th day of June, 1991.

Carole H. Carter, WIFE

B. Lamont Carter, HUSBAND

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Wife, Carol H. Carter, with whom I am personally acquainted and who acknowledged that she executed the within named instrument for the purposes contained therein. Witness my hand and official seal at Nashville, Tennessee, this the 20th day of June, 1991.

NOTARY PUBLIC

My Commission Expires: 11/10/91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Husband, B. Lamont Carter, with whom I am personally acquainted and who acknowledged that he executed the within named instrument for the purposes contained therein. Witness my hand and official seal at Nashville, Tennessee, this the 20th day of June, 1991.

NOTARY PUBLIC

My Commission Expires: [illegible] MARCH 27, 1992

APPROVED FOR ENTRY:

Nancy K. Corley, TSCRN No. 2942
P. O. Box 2829
Nashville, TN 37219
(615) 244-5432

cc: Mr. Steven Strain, Attorney for Husband
Fax No. 942-6305, Jasper, Tennessee

It is further ORDERED, ADJUDGED and DECREED by this Court that the HUSBAND be and he hereby is ordered to pay all Court costs, fees and litigation taxes in this cause, including those costs, fees and taxes paid by WIFE in the filing of this cause.

For all of which execution may issue, if necessary

Muriel Robinson-Rice

Muriel Robinson-Rice, JUDGE

6-26-91

APPROVED FOR ENTRY:

Nancy K. Corley

NANCY K. CORLEY, TSCRN No. 2942
Attorney for Carole Carter
P. O. Box 2829
Nashville, TN 37219
Telephone: (615) 256-5003

PICK-UP

DAVIDSON COUNTY, TN
MAR 9 2 42 PM 192
IDENTIFICATION REFERENCE
9088.0
03/09 01 01CASH 21.00

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. Steven H. Strain, 2400 Crestmoor Road, Nashville, TN 37215 on this the 24th day of June, 1991.

Nancy K. Corley

NANCY K. CORLEY

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* 26th *day of* June, *19* 91, *in Case Number* 90D-2037 *between* Carole H. Carter *Plaintiff, and* B. Lamont Carter *Defendant, as same remains of record in Book* 197C, *Page* 2385 *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* 9th *day of* March *in the year one thousand nine hundred and* ninety-two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K Langford *D.C.*

Form #GR-117