148A/271

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
'85 OCT 11 PM 3:35
GEORGE L. BAKER, CLERK
R. Lanford D.C.

GARY FLOYD JUDKINS,)
)
Plaintiff,)
)
vs.) No. 85D-1460
)
DEBRA KAY BOLDEN JUDKINS,)
)
Defendant.)

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FINAL DECREE

This cause came on to be heard on the 16th day of September, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court, upon the Plaintiff's complaint for Absolute Divorce, the Defendant's motion to withdraw her answer being granted, the executed Child Custody, Support and Property Settlement Agreement of the parties, which provides for division of the parties' respective rights and interests in all joint and individual property, child support payments, and apportionate of responsibility of payment of parties' joint and individual debts, upon the testimony of the Plaintiff, statements of counsel, and the entire record in this cause, from all of which the Court affirmatively finds that the allegations in the Plaintiff's complaint are sustained by the proof and that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce, that the child custody, support and property settlement agreement heretofore executed by the parties is an adequate and sufficient apportionment of the martial property, child support and debts of the parties owing and should be approved, and that the ninety day waiting period, as required by statute has lapsed.

It is therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff, Gary Floyd Judkins, be and is hereby ordered an absolute divorce from the Defendant, and that he be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually resolved.

It is futher ORDERED, ADJUDGED and DECREED that the child custody, support and property settlement agreement heretofore executed by the parties is hereby approved by the Court and each and every provision

of said agreement is hereby made a specific order and decree of this Court. The child custody, support and property settlement agreement is in words and figures as follows:

CHILD CUSTODY, SUPPORT AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between DEBRA KAY BOLDEN JUDKINS, hereinafter referred to as "Wife", and GARY FLOYD JUDKINS, hereinafter referred to as "Husband", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable, and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties, being Gary Floyd Judkins v. Debra Kay Bolden Judkins, bearing Docket Number 85D-1460; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, obligations for payment of debts, child custody and support, and any and all matters concerning their respective rights and duties by reason of the marital relationship and to enter into a contract for the settlement of such rights and obligations, not only for the present but for the future;

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promise and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. Children - The parties acknowledge there are three children born to this marriage, to wit: Angela Dawn, Gary Floyd, Jr., and Charles Adam. The parties agree that the sole care, custody and control of said minor children shall vest in the Wife.

2. Child Support - The Husband agrees to pay directly to the Wife the sum of Two Hundred ($200.00) Dollars per week as support and maintenance for the parties' minor children, said payment to begin on the Friday next preceding the execution of this Agreement by both parties. The parties further agree that the wage assignment presently in effect against the Plaintiff through his employer, Gary Lumpkin, shall be terminated.

3. Child Visitation - The parties agree that the Husband shall have reasonable rights of visitation with the parties' minor children upon adequate notice being given to the Wife.

4. Real Property - The parties acknowledge and agree that they own certain real property located at 101 Glenrose Circle, Nashville, Davidson County, Tennessee, as tenants by the entirety, and which bears the following legal description:

> Land in Davidson County, Tennessee, being Lot No. 17 on the Plan of Rosewood Estates, Section I, as of record in Book 4955, page 29, said Register's Office, to which plan reference is hereby made for a more complete description.
> Being the same property conveyed to W.D. Williams, Inc., by deed from Cool Valley, Inc., of record in Book 5113, page 764, said Register's Office.

The parties agree that all right, title and interest in and to said property shall be divested from the Husband and vested solely in the Wife with the Husband giving up any claims he may have thereto.

5. Personal Property - The parties agree that each shall keep that property which each party brought into the marriage, such property to include, but not limited to, clothing, jewelry and similar items of personalty, and they acknowledge that they have made a satisfactory settlement and distribution of all such personal property. The parties further agree that the Wife shall retain all marital assets presently in her possession and that the Husband shall retain all marital assets presently in his possession.

6. Automobiles - The parties acknowledge that they have two automobiles presently titled in both of their names, to wit: a 1985 Buick Regal and a 1973 Dodge Colt. The parties agree that all right,

title and interest in and to the 1985 Buick Regal shall be divested from the Husband and vested solely in the Wife. The parties further agree that all right, title and interest in and to the 1973 Dodge Colt shall be divested from the Wife and vested solely in the Husband. The parties further agree to execute whatever documents are necessary to fulfill the agreement of this provision.

7. Monetary Funds and Accounts - The parties acknowledge and agree that they do not have any joint checking, savings or similar financial accounts.

8. Debts - The parties agree that their legal obligation for any debts incurred by them either jointly or individually shall remain unchanged. However, the parties agree that the persons having the property subject to the indebtedness shall be primarily responsible for payment of said indebtedness so long as he or she continues to maintain possession of the property. Although not specifically required by the terms of this Agreement, it is anticipated that a party in possession of the property will forward to the other party the opportunity to take possession of the property and assume primary responsibility for the corresponding debt before allowing the debt to go into default, except the real estate,

9. Attorney Fees - The Husband agrees to pay to the Honorable J.B. Watson, Jr., attorney for Wife, the sum of Five Hundred ($500.00) Dollars payable at the rate of $50.00 per month beginning on October 1, 1985.

10. Court Costs - The parties agree that the court costs in this cause shall be taxed to the Husband.

11. Breach of this Agreement - The parties acknowledge that the failure of either party to abide by the terms of this Agreement shall vest in the other party the right to pursue whatever legal actions are appropriate in order to remedy the particular breach. The parties agree that the party in breach of this contract shall be responsible to the non-breaching party for all reasonable attorney fees incurred by the non-breaching party as a result of his or her efforts to enforce the terms of this Agreement subsequent to its execution.

12. Content of this Agreement - The parties acknowledge and agree that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

The parties acknowledge that they have read the entire terms of this Agreement and that they understand all the terms and conditions contained therein. The parties further acknowledge and agree that this Agreement constitutes a full and complete understanding of the parties hereto relative to all matters of the division of all marital property. The parties further acknowledge and agree that this Agreement adequately and sufficiently provides for the division of all marital property.

/s/ Gary Floyd Judkins
GARY FLOYD JUDKINS

/s/ Debra Kay Bolden Judkins
DEBRA KAY BOLDEN JUDKINS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in the State and County aforesaid, the aforenamed GARY FLOYD JUDKINS, known personally to me, who upon his oath, stated that he has read the foregoing Child Custody, Support and Property Settlement Agreement, knows the contents thereof, and has executed the same of the purposes contained therein this the 24th day of September, 1985.

/s/ Julie Rosa
NOTARY PUBLIC

My Commission
Expires: 5/13/89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in the State and County aforesaid, the aforenamed, DEBRA KAY BOLDEN JUDKINS, known personally to me, who upon her oath, stated that she has read the foregoing Child Custody, Support and Property Settlement Agreement, knows the contents thereof, and has executed the same for the purposes contained therein this the 27th day of September, 1985.

/s/ Edna S. Woods
NOTARY PUBLIC

My Commission
Expires: 4-20-1986

It is further ORDERED, ADJUDGED and DECREED that the wage assignment order previously entered in this cause against the Husband to his employer, Gary Lumpkin, 26 Cameo Drive, Nashville, Tennessee 37211 is hereby terminated.

It is further ORDERED, ADJUDGED and DECREED that the court costs in this cause are taxed to the Plaintiff.

It is finally ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this decree.

ENTER this 11th day of October, 1985.

Russell Robinson
JUDGE

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APPROVED FOR ENTRY:

Mark J. Fishburn

MARK J. FISHBURN
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PICK-UP

NOV 25 12 08 PM '92
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE:

97698

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* 11th *day of* October, *19* 85, *in Case Number* 85D-1460 *between* Gary Floyd Judkins *Plaintiff, and* Debra Kay Bolden Judkins *Defendant, as same remains of record in Book* 141A, *Page* 271 *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* 25th *day of* November *in the year one thousand nine hundred and* Ninety Two *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Bill Riggs, *D.C.*

Form #GR-117