C73-01-C 04900 FILED 1580/2041

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBBIE MAE (CARNEY) CARROLL)
)
)
VS.) No. 86D-3302
)
)
RICHARD DOUGLAS CARROLL)

DEC 16 10 25 AM '92
CLERK & MASTER, CLERK
D. Laar

BOOK 8815 PAGE 75

FINAL DECREE

This cause came on to be heard on the 27th day of January, 1987, before the Honorable ~~Muriel Robinson~~ Rose Palermo, Special, Judge of the Fourth Circuit 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 Property Settlement 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, Debbie Mae Carney Carroll, is granted an absolute divorce from the defendant, Richard Douglas Carroll, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person, ~~and restored to her former name of Carney.~~"

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement 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:

2194 12/16 0101 03CHECK 28.00

7.4 1.22

IDENTIFI REFERENCE

Dec 16 10 25 AM '92

DAVIDSON COUNTY, TN

MAIL ENV.

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this the 25 day of October, 1986, by and between DEBBIE MAE (CARNEY) CARROLL, hereinafter called "wife", and RICHARD DOUGLAS CARROLL, hereinafter 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 Mrs. Carroll instituted divorce proceedings against Mr. Carroll on 10/28/86, same being Civil Action No. 86D-3302 in the Fourth 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 real property owned by the parties and located at 2011 Riverwood, Davidson County, Nashville, Tennessee, and more particularly described as follow to-wit:

> Being the Northerly part of Lots 10 and 11 on the Map of Country Club Estates, of record in Book 843, page 95, Register's Office, Davidson County, Tennessee, described as follows:
>
> Beginning on the northwesterly margin of Riverwood Drive, also known as Williams Ferry Road, at the corner of Lots Nos. 11 and 12; thence with the line between Lots Nos. 10 and 12, westwardly 179 feet to the common corner of Lots Nos. 6, 7, 10, and 12; thence with the line between Lots Nos. 7 and 10, southwardly 23.5 feet; thence southeastwardly 126.5 feet to the northwesterly margin of Riverwood Drive; thence with said Road, northeastwardly 127 feet to the point of beginning.
>
> Being the same property conveyed to Richard Douglas Carroll and wife, Debbie C. Carroll, by deed from Susanne Murphey Loring, of record in Book 6715, page 617, Register's Office for Davidson County, Tennessee.

Be and the same hereby is divested out of the husband and vested in the wife, to be hers solely and exclusively from this date forward in fee simple. The wife further agrees to assume the indebtedness on the home place.

2. The husband shall receive the 1983 Volkswagon Rabbit automobile and assume the indebtedness thereon, and hold the wife harmless from any liability thereon. The wife agrees to execute and convey any documents necessary to transfer title to the husband for said automobile.

3. The wife shall receive the 1977 Toyota Corrolla automobile, and the husband agrees to execute any documents necessary to transfer full and complete title to her.

4. The husband shall receive the following items of personal property:

His clothes and personal affects; the modern-style bedroom suite consisting of a bed, chester drawers, and a dresser; the modern style den furniture, consisting of a love seat and three chairs; a color television set along with a Fisher VCR and a Magnavox stereo currently located in the den of the parties home place; one half of the kitchen utensils and dishes to be determined by the agreement of the parties.

5. The wife is to receive all other personal property of the parties not heretofore mentioned, and the wife further agrees to assume the indebtedness on the living room furniture which is to be held by her, and agrees to hold the husband harmless from any obligation or liability thereon.

6. The wife agrees to assume the following debts of the marriage:

The furniture debt as aforesaid; one Clain-Sloan account, number 1410528-2081; and the Master Card account which is currently in her name. The wife further agrees to pay one half of the IRS income tax indebtedness for 1985 prior to the final hearing of this divorce.

7. The husband agrees to assume the following debts of the marriage:

Clain-Sloan account number 4488841-0DX, the automobile note on the Rabbit as aforestated, his American Express debt and the McClures' debt. The husband further agrees to pay one half of the IRS income tax indebtedness for 1985 prior to the final hearing of this divorce.

8. The husband agrees to pay one half of the attorneys fees for the wife in this cause.

9. The husband agrees to pay the court costs in this cause.

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 Property Settlement 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 Property Settlement 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.

DEBBIE MAE (CARNEY) CARROLL

RICHARD DOUGLAS CARROLL

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named Debbie Mae (Carney) Carroll, who acknowledged that she executed the above Property Settlement Agreement for the purposes therein contained.

This 25 day of October, 1986.

NOTARY PUBLIC

My Commission Expires: 9/11/90

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named Richard Douglas Carroll, who acknowledged that he executed the above Property Settlement Agreement for the purposes therein contained.

This 25 day of October, 1986.

NOTARY PUBLIC

My Commission Expires: 9/11/90

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

ENTERED this 27 day of January, 1987.

SPECIAL JUDGE

Approved for Entry:

HAYNES AND ASSOCIATES

BY: JOHN M. CANNON
Attorney for Plaintiff

140 North Main Street
Goodlettsville, Tennessee 37072

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been forwarded to Mr. Richard Douglas Carroll, 705 Canton Pass, Madison, Tennessee 37115, on this 27 day of January, 1987.

BY: JOHN M. CANNON

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* 27th *day of* January, 19 87, *in Case Number* 86D-3302 *between* Debbie Mae (Carney) Carroll *Plaintiff, and* Richard Douglas Carroll *Defendant, as same remains of record in Book* 158C, *Page* 2041 *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* 16th *day of* December *in the year one thousand nine hundred and* Ninety-two *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*