34A/201

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA CHAMBERLIN HARRELL
Plaintiff,

v.

ANDREW LLOYD HARRELL
Defendant.

T. Langford

Docket No. 86D-1042

BOOK 9019 PAGE 797

FINAL DECREE

This cause came on to be heard on the 17th day of July, 1986, before the Honorable ~~James R. Everett~~ Donald Arkovitz Special, Judge of the Probate Court for Davidson County, Tennessee, on the complaint for divorce filed by the plaintiff. Upon hearing testimony of the plaintiff, statements of counsel for the plaintiff and upon the entire record as a whole, the court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the plaintiff, Linda Chamberlin Harrell, is hereby awarded an absolute divorce from the defendant, Andrew Lloyd Harrell, on the grounds of irreconcilable differences, T.C.A. §36-801-II, and she is hereby restored all of the rights and privileges of an unmarried person.

It further appears to the court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor child at this time. Unless specifically ordered by the Court, such support shall not be reduced or prorated. The court hereby approves the property settlement agreement and the same is hereby incorporated in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on the day and date last acknowledged below by and between LINDA CHAMBERLIN HARRELL, hereinafter referred to as "WIFE"; and ANDREW LLOYD HARRELL, hereinafter referred to as "HUSBAND";

W I T N E S S E T H:

WHEREAS, the parties were married on July 24, 1970, in Murphy, North Carolina, and lived together as Husband and Wife thereafter; and,

WHEREAS, there were two (2) children born of the marriage, whose names and ages are as follows:

Andrew Lloyd Harrell, II - Age 14
Sharon Andrea Harrell - Age 12

WHEREAS, certain serious differences have arisen between the parties hereto, which appear to be irreconcilable and an action for divorce is now pending in the Fourth Circuit Court for Davidson County, Tennessee, in the case of Linda Chamberlin Harrell vs. Andrew Lloyd Harrell, Docket Number 86D-1042; and

WHEREAS, the said parties are desirous of definitely settling and determining all matters of property, support, custody and support of the children, and all other claims or rights between them which have arisen or might arise out of the marital relation between them, and as a result of any action for divorce; and,

WHEREAS, each of the parties is fully informed and advised of the property and estate of the other, and of their respective rights and liabilities against and to the other and all of the estate and property of the other.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

EFFECTIVE DATE OF AGREEMENT

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

RIGHT TO LIVE SEPARATELY

2. The parties may and shall continue to live apart for the rest of their lives. Each shall be free from interference, direct or indirect, by the other as fully as though unmarried, and neither of the parties shall molest or interfere with each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

CUSTODY AND VISITATION OF MINOR CHILDREN

3. The HUSBAND shall have the legal custody of the minor children of the parties, subject to the WIFE's right of visitation and subject to the Order of a Court of competent jurisdiction. The WIFE shall have the right to liberal and reasonable visitation with the said minor children at all reasonable times and places agreeable to the parties and upon reasonable notice to the HUSBAND, subject to the Order of a Court of competent jurisdiction. The said minor children shall spend Mother's Day with WIFE and Father's Day with HUSBAND. Visitation and custody of the minor children for all other holidays will alternate from year to year between the parties. One party shall have custody and visitation of the minor children on Christmas Eve and the other party shall have custody and visitation of the minor children on Christmas Day. HUSBAND shall have the first choice of holidays for the year 1986 and 1987 to date. Such custody and visitation will also alternate between the parties from year to year.

CHILD SUPPORT

4. HUSBAND shall be solely responsible for the health, care welfare, support, maintenance and education of each of the parties' minor children, Andrew Lloyd Harrell, II and Sharon Andrea Harrell, until such time as each child has become emancipated or completed four (4) years of college or a trade school, if desired by one or both of the children. WIFE understands that the division of the parties' property and property interests, as hereinafter set forth is inequitable and that she is rightfully entitled to a greater share of the division of the parties property, taking into account the difference in income, WIFE's equitable interest in the parties homeplace and HUSBAND's pension and retirement benefits. Nevertheless, it is in the manifest best interest of the parties' children that their home environment remain undisturbed. Payment of child support by WIFE to HUSBAND would work a hardship on WIFE. Likewise, payment of WIFE's equitable interest in the property and property interests of the parties by HUSBAND to WIFE would work a hardship on HUSBAND. Therefore, in considering the needs and capabilities of all parties concerned, and particularly the needs of the parties' minor children, WIFE forfeits her equitable interest in the parties' homeplace, HUSBAND's pension and retirement benefits, alimony and support for herself and all other property and property interests, except as hereinafter set forth and she hereby transfers and conveys same to HUSBAND as her contribution toward the health, care, welfare, support, maintenance and education of each of the parties' minor children, including college or other educational wants and needs of each child beyond the high school years, if such is desired by the children, or either of them. In exchange, HUSBAND represents and warrants that he will pay all cost or expense usual or incidental to the health, care, welfare, support, maintenance and education of each of the parties' minor children, including a college education or trade school for each

child, if desired and that he will support the said children in the same life-style to which they have been accustomed prior to the parties' separation. HUSBAND agrees to indemnify and hold WIFE harmless from any claim, demand or suit relating to the support of each of the parties minor children and further agrees to indemnify WIFE for any cost or expense incurred by WIFE for the reasonable support of either of the said minor children.

MEDICAL INSURANCE

5. For so long as HUSBAND is insurable and for so long as HUSBAND is employed at his present job or a similar job, providing group hospitalization and medical benefits under the Blue Cross/Blue Shield plans, or similar plans, HUSBAND shall maintain and pay for Blue Cross/Blue Shield hospital and medical insurance or its equivalent, covering each of the parties' minor children, until such time as each minor child has reached his or her legal age or otherwise become emancipated. In addition thereto HUSBAND shall pay the full cost of all medical, dental or other health care treatment for each of the parties' children, whether or not covered by insurance, until such time as each child has become emancipated.

LIFE INSURANCE

6. HUSBAND shall maintain and keep in full force and effect all life insurance policies, presently in force on his life, naming the parties' minor children, jointly, as beneficiaries under same, until such time as the youngest minor child has become emancipated.

HOMEPLACE

7. All right, title and interest which HUSBAND may have in and to certain real property in Davidson County, Tennessee, heretofore recognized as the homeplace of the parties during the

course of the marriage, shall be divested out of WIFE and vested in HUSBAND, to be his absolutely, subject to a first mortgage lien in favor of Third National Mortgage Company, which HUSBAND agrees to pay in full, according to its terms and to hold WIFE harmless from same, said property being more particularly and specifically described as follows:

> TRACT 1: BEING Lots Nos. 1 and 2 on the Plan of Madison Realty Company's subdivision at Madison, Tennessee, as of record in Book 547, page 164, Register's Office for said County.
>
> SAID Lots Nos. 1 and 2 front together 100 feet on the northerly side of Neely's Bend Road, and run back between parallel lines 190 feet to a dead line.
>
> TRACT 2: BEING the westerly 8 feet on Lot No. 1 of Block A on the Plan of Crittenden Estates, as of record in Book 974, page 69, Register's Office for said County.
>
> SAID Lot No. 1 fronts 8 feet on the northerly side of Neely's Bend Road and runs back between parallel lines 165 feet to a dead line.
>
> BEING the same property conveyed to Andrew Lloyd Harrell, et ux, Linda C. Harrell, by deed from William McLain Blanton and Wilma Frances Blanton, of record in Deed Book 5229, page 167, Register's Office for Davidson County, Tennessee.

AUTOMOBILES AND VEHICLES

8. The parties own a 1986 Mustang automobile encumbered by a Chattel Mortgage through Ford Motor Credit Company and a 1984 Ford Pickup Truck encumbered by a Chattel Mortgage through Third National Bank. Title to the 1986 Ford Mustang will be vested in WIFE and WIFE will assume the present existing balance of the Chattel Mortgage in favor of Ford Motor Credit Company and will indemnify and hold HUSBAND harmless from same. Title to the 1984 Ford Pickup Truck will be vested in HUSBAND and HUSBAND will assume the present existing balance of the Chattel Mortgage in favor of Third National Bank and will indemnify and hold WIFE harmless from same. Each party shall be solely responsible for all maintenance, upkeep and insurance on his or her automobile or vehicle after the date of the execution of this Agreement.

BANK ACCOUNTS

9. The parties have heretofore made a division of all bank accounts owned by them jointly. All savings or checking accounts presently in the name of HUSBAND or WIFE shall continue to be his or her property absolutely, without any right, claim or demand on the part of the other party.

STOCKS, BONDS, SECURITIES

10. The parties represent and warrant that they own no stocks, bonds or securities, jointly or severally.

HOUSEHOLD GOODS

11. Ownership of a brown leather couch and chair, a rocking chair, one end table, two small tables, one black and white television, one stereo, two lamps, one bunk bed with one set of linens, one dresser, one blue corner cabinet, one sewing machine, one exercise bicycle, all wicker bath accessories, one set of stainless steel flatware, one-half of all dishes, one-half of all linens and towels, one-half of all wall fixtures, and one-half of all pictures and memorabilia will be vested and fixed in WIFE, to be hers absolutely. All other household goods, furniture, fixtures, appliances, tools and equipment shall be vested and fixed in HUSBAND to be his absolutely. Each party shall retain his or her clothing, jewelry and other personal effects.

ALIMONY

12. The parties agree that neither party shall have any obligation to pay alimony to the other, either in solido or in futuro.

DEBTS

13. The parties have a joint VISA account with an approximate balance of $1,776.00 and a joint J. C. Penney account with an approximate balance of $230.00. HUSBAND shall assume the payment in full of said accounts and will indemnify and hold WIFE harmless from same. Each party shall be solely responsible for any debt or obligation contracted in his or her name individually and without joinder of the other spouse, and will indemnify and hold the other spouse harmless from same.

ATTORNEY'S FEES

14. WIFE shall, within thirty (30) days from date hereof, pay to Homer R. Ayers, Attorney for WIFE, the sum of TWO HUNDRED FIFTY DOLLARS ($250.00) as attorney's fees in connection with the said divorce proceedings. HUSBAND shall be responsible for the payment of his attorney's fees, if any. All Court costs in connection with the said divorce proceedings shall be paid by WIFE.

EMPLOYMENT BENEFITS AND RETIREMENT

15. Each party shall retain any and all employment benefits and retirement benefits, present or future, relating to his or her employment, without any right, claim or demand on the part of the other party. HUSBAND shall also retain his Individual Retirement Account, to be his absolutely.

MODIFICATION, WAIVER OF BREACH

16. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

RELEASE OF CLAIMS

17. Expect as otherwise herein expressly provided, the parties shall and do hereby mutually release, remove and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity which either of them ever had, now has or may hereafter have against the other, upon or by reason of any manner, cause or thing up to the date of the execution of this Agreement.

IMPLEMENTING ACREEMENT

18. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonable require for the purpose of giving full force and effect to the provisions of this Agreement.

19. In the event of the failure or refusal of either of the parties to execute and deliver any necessary or required deeds, instruments, conveyances or other documents to the other, then this Agreement shall be deemed to stand in the place of such document and shall have the same effect of such document, deed or instrument of conveyance would have if property executed, acknowledged and delivered.

FUTURE TRANSACTIONS

20. It is understood and agreed by the parties that, from the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment has been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

TENNESSEE LAW GOVERNS

21. This Agreement shall be governed by the laws of the State of Tennessee.

ENTIRE AGREEMENT

22. This Agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representations or warranties other than those expressly set forth herein.

WITNESS our hands on the day and date acknowledged below.

Linda Chamberlin Harrell
LINDA CHAMBERLIN HARRELL, WIFE

Andrew Lloyd Harrell
ANDREW LLOYD HARRELL, 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 LINDA CHAMBERLIN HARRELL, the bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 14th day of April, 1986.

Patsy C. Davidson
NOTARY PUBLIC

My Commission Expires: 12/31/89

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 ANDREW LLOYD HARRELL, the bargainor, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 16th day of April, 1986.

Patsy C. Davidson
NOTARY PUBLIC

My Commission Expires: 12/31/89

IDENTIFICATION REFERENCE

93 JUL 21 AM 8:29

REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

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It is ORDERED, ADJUDGED AND DECREED that all provisions of the said property settlement agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the plaintiff, Linda Chamberlin Harrell, for which execution may issue if necessary.

The current address of the HUSBAND is 233 Neely's Bend Road, Madison, TN 37115; the current address of the WIFE is 1817 Dahlia Drive, Nashville, TN 37210.

ENTER this the 17th day of July, 1986.

~~JAMES R. EVERETT,~~ Judge

APPROVED FOR ENTRY:

HOMER R. AYERS, Attorney at Law
100 Long Hollow Pike
Goodlettsville, Tennessee 37072

BY: _____
HOMER R. AYERS, Attorney

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing final decree has been mailed to the defendant, Andrew Lloyd Harrell, at his last known address at 233 Neely's Bend Road, Madison, TN 37115, Tennessee, on this the 17th day of July, 1986.

_____
HOMER R. AYERS,
Attorney for Complainant

STATE OF TENNESSEE

I, **RICHARD R. 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 _17 day of _JULY , 19 _86 , in the Case Number _86D1042 between _HARRELL, LINDA CHAMBERLIN Plaintiff, and _HARRELL, ANDREW LLOYD Defendant, as same remains of record in Book 034A , Page _00201 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 _15 day of _JULY in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By Bill Riggs
Deputy Clerk

SEAL