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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PAULA YELVERTON CARROLL )
)
Plaintiff, )
)
v. ) No. 95674
)
CHARLES MARION CARROLL )
)
Defendant. )

**AGREED ORDER**

As evidenced by the signatures of counsel for Plaintiff, and of the Defendant pro se hereto, the parties have mutually agreed upon and entered into an Agreed Amendment to Final Divorce Decree, amending the Final Divorce Decree previously entered in this cause, subject to the approval of the Court. The Court being pleased to adopt the agreement of the parties as the Order of the Court, it is accordingly ORDERED that the Final Divorce Decree heretofore entered in this cause on February 5, 1980, shall be, and the same is hereby, amended by striking therefrom the paragraph entitled "Paragraph 7. REAL PROPERTY" and replacing it with the following Paragraph 7.

7. REAL PROPERTY: Husband and Wife formerly owned the real property located at 2004 Otter Creek Road, Nashville, Tennessee, as tenants by the entireties. That real estate, and the improvements thereon, shall be referred to as "the Property." The parties' prior interests in the Property are hereby converted into interests as tenants in common. Wife shall be primarily responsible for payment of the monthly installments due on the first mortgage outstanding on the Property until April 1, 1988. Husband shall be solely liable for payment of all outstanding liens and second mortgages on the Property.

Until April 1, 1988, Husband shall be liable for one-half of all repair and maintenance expenses attributable to the Property, provided that such expenses are incurred with the mutual consent of the parties. Husband shall be responsible for all yard and driveway repairs.

From and after April 1, 1988, Wife and Children shall have the right to continue to occupy the Property until October 1, 1992. In consideration of Husband's granting such right to Wife and Children, Wife shall continue to be responsible for the payment of the first mortgage on said property and shall be entitled to deduct the interest included in such payments on her personal income tax return. Further, beginning April 1, 1988, Wife shall pay into a special savings account, subject to her control alone, the sum of One Hundred Fifty Dollars ($150.00) per month, for so long as she shall continue to occupy the Property. The fund created thereby (the "house fund") shall be used by Wife, to the extent of the funds in that account, to pay the expenses of repairs to the house, taxes and

insurance on the house, to the extent, and as more fully, hereinafter provided.

Repairs to the Property shall be performed and paid for as follows. In the event emergency repairs or maintenance are required on the Property, Wife shall be authorized to arrange for such emergency repairs in such manner as she shall believe appropriate. The bills for such emergency repairs shall be forwarded to Husband and in the event such bills are not paid within thirty (30) days after they are incurred, Wife shall be permitted, but not required, to pay such bills from the house fund. In the event the Property should require routine maintenance and repair, Wife shall notify Husband of such requirement and unless she receives written specific objections to the taking of such actions within thirty (30) days after the giving of such notice, she shall be permitted, but not required, to arrange for the performance of such maintenance and shall thereafter forward the bills for such maintenance to Husband. In the event that such bills are not paid within thirty (30) days after they are forwarded to Husband, Wife shall be permitted, but not required, to pay such bills from the house fund.

At such time, and from time to time, while Wife is occupying the Property, as bills for real estate taxes and insurance on the Property become due, Wife shall pay such bills from the house fund, to the extent possible. If the amount of money in the house fund is insufficient to pay for all repairs, maintenance, taxes and insurance on the Property, Husband shall pay all amounts in excess of the house fund. However, Wife shall, in all events, be entitled to deduct the real estate tax payment from her personal income tax return. Further, Husband shall remain solely responsible for all outstanding liens and second mortgages on the Property, as hereinabove provided.

Should Wife decide prior to October 1, 1992, to vacate the Property, she shall notify Husband of her intention to vacate no less than ninety (90) days prior to her said vacation. On the date of such vacation, Husband shall purchase Wife's equity in the Property, and Wife shall sell her said interest to Husband, for the sum of Twenty Thousand Dollars ($20,000.00) cash. Such payment and conveyance shall be made no later than the date of such vacation. Husband shall bear all expenses of such transaction. Wife's sole obligation shall be to execute the appropriate form of deed of her interest to Husband.

To the extent that Wife shall be required to pay any expenses relatead to the Property except as herein provided, or in the event Husband does not pay promptly his obligations hereunder, Wife shall have judgment against Husband in the amount of all such obligations, together with the costs and attorneys fees required to collect such sums or enforce such obligations. None of Husband's obligations under this Paragraph "7. REAL PROPERTY:" shall be dischargeable in bankruptcy.

This Court shall retain jurisdiction of this cause for all purposes, specifically including interpretation of this Agreed Order and the enforcement of the rights and obligations of the respective parties hereunder, until such time as all obligations hereunder have been satisfied.

In all other particulars, the described Divorce Decree is hereby ratified and affirmed.

Entered this 31st day of March, 1988.

MURIEL ROBINSON, JUDGE

This order prepared by:

Thomas E. Watts, Jr.
Attorney for Plaintiff
Supreme Court Reg. #3500
222 Fourth Avenue North
Nashville, TN 37219

Approved for entry:

Paula Yelverton Carroll
by Thomas E. Watts

Paula Yelverton Carroll
Plaintiff

Charles Marion Carroll
Defendant

MAIL ENV.

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DAVIDSON COUNTY, TN.

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## 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* FOURTH *Circuit Court for Davidson County, Tennessee, on the* 6th *day of* APRIL, 19 88, *in Case Number* 95674 *between* PAULA YELVERTON CARROLL *Plaintiff, and* CHARLES MARION CARROLL *Defendant, as same remains of record in Book* 168C, *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* NOVEMBER *in the year one thousand nine hundred and* NINETY-THREE *and in the* 218TH *year of American Independence.*

RICHARD R. ROOKER, *Clerk*

By Mary W. Beck, D.C.