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REC'D FOR REC 02/25/2000 2:14:23PM
RECORD FEE: $22.00
M. TAX: $0.00 T. TAX: $0.00

398/1357

FILED
1987 NOV 25 PM 12:05
GEORGE L. BASKEN, CLERK
D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

ELNORA LARKIN,
PLAINTIFF

v. No. 87D-2785

JAMES RUSSELL LARKIN, JR.,
DEFENDANT

FINAL DECREE OF DIVORCE

This cause came on to be heard before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, on the 28th. day of October, 1987, on Complaint for Divorce, default judgment heretofore granted, testimony of the Plaintiff and two witnesses in open court, agreement of the parties as to matters of property, custody and support as evidenced by signatures of counsel below, and the entire record in this cause, from all of which it appears to the Court and the Court finds as follows:

1. The Plaintiff is entitled to an absolute divorce from the Defendant on the grounds that the Defendant is guilty of such cruel and inhuman treatment or conduct toward the Plaintiff as to render cohabitation unsafe and improper.

2. The Plaintiff's address is 3118 Meadowside Lane, Nashville, Tennessee 37207.

3. The Defendant's address is 902 Sunset Circle, Nashville, Tennessee 37207.

4. The real estate owned by the parties is marital property and each party is entitled to one-half of the current equity to be determined by an independent appraisal within 60 days of the date of this Order, the costs of which shall be divided equally between the parties. The property shall be conveyed to the Plaintiff by quitclaim deed from the Defendant, and a deed of trust in favor of the Defendant shall be executed by the Plaintiff to secure the Defendant's current equity interest in said real estate. The Plaintiff and three children are entitled to live in this home until the youngest child reaches majority, the Plaintiff remarries, or the Plaintiff moves from the residence, whichever comes first, at which time the Plaintiff shall pay the equity and receive a release of lien or the property shall be listed on the open market and upon sale the

Defendant shall receive his equity interest as described above. The Plaintiff shall be responsible for the first mortgage on said property.

5. The Plaintiff shall receive as part of the division of marital property all the furniture currently in the family homeplace, her automobile, her retirement through her place of employment, and all other personal property in her possession. The Defendant shall receive his automobile, his retirement, and all other personal property in his possession.

6. The Plaintiff shall be responsible for the payment of the following debts: Baptist Hospital, Emergency Physicians, both MasterCards, Dillard's, Ray Batts, Third National Bank, and Lomas & Nettleton. The Defendant shall be responsible for the payment of the following debts: Two Citizens Bank business loans, Medicount, rental on his automobile, and the second mortgage on the property through Citizen's Bank. As to the second mortgage on the property, the payment of the second mortgage by the Defendant until that mortgage is paid in full shall be considered child support in addition to the sum certain previously mentioned, and the parties understand and agree that as such it is a non-dischargeable debt under the Bankruptcy Code.

7. The parties agree that the Plaintiff shall have the care, custody and control of the three minor children of the parties, subject to standard visitation, that is, everyother weekend from 6:00 P.M. on Friday until 6:00 P.M. on Sunday, alternating holidays, and one-half of the Christmas vacation to include either Christmas Eve or Christmas Day, said schedule to be switched in alternating years, together with such other times as the parties mutually deem appropriate. The non-custodial parent shall have the right to reasonably consult with school officials concerning the children's welfare, educational status and progress, including access to pupil records.

8. The parties further agree that the Defendant will pay Seven Hundred Fifty Dollars ($750.00) per month as child support to the Plaintiff, with one-half of said monthly payment due on the first of each month beginning with November 1, 1987, and the other half of the monthly payment due on the fifteenth day of each month, and continuing in the same fashion thereafter. The payments shall be made directly to

the Plaintiff, and unless specifically ordered by the Court, such support shall not be reduced or prorated.

9. The parties agree and acknowledge that they have each entered into this Agreement with full knowledge of the extent and probable value of all property involved and the parties have jointly and individually released and surrendered all of his or her right, title and interest, now or otherwise, in and to all of the estate whether real, personal, tangible or mixed, now owned or hereafter acquired of or by the other party, as he or she may be bound by the promises and covenants contained in this Agreement.

10. From the date of divorce, neither party will incur any indebtedness to the other. Should this covenant be violated and one party is required voluntarily to pay a debt for the other party, the party who makes such payment shall be entitled to indemnity from the other party of all legal obligations paid, including the amount paid and reasonable attorney's fees actually incurred, and the interest actually paid not to exceed the maximum statutory rate.

11. This Order constitutes the entire understanding of the parties. It supersedes any and all prior agreements between the parties. The parties have fully disclosed all their assets and liabilities to each other, and there are no representations or warranties made by either party to the other, other than those expressly set forth herein.

12. The costs of this cause shall be assessed against the Defendant, for which execution may issue if necessary.

DONE this 24 day of November, 1987.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

JOHN D. KITCH,
ATTORNEY FOR PLAINTIFF
Suite 102
2300 Hillsboro Road
Nashville, Tennessee 37212
385-9911

DOROTHY G. CHAMPAGNE,
ATTORNEY FOR DEFENDANT
P. O. Box 111428
Nashville, Tennessee 37211
833-7733

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document was sent by postage prepaid mail to Ms. Dorothy G. Champagne, Attorney for Defendant, P. O. Box 111428, Nashville, Tennessee 37211, this 2nd. day of November, 1987.

JOHN D. KITCH

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 0 Circuit Court for Davidson County, Tennessee, on the 25 day of NOVEMBER , 19 87 , in the Case Number 87D2785 between LARKIN, ELNORA Plaintiff, and LARKIN, JAMES RUSSELL JR Defendant, as same remains of record in Vol. 39B , Page 1357 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 14 day of DECEMBER in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Rawls
Deputy Clerk