154A/744

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLES ANDRE BRYANT,
Plaintiff,
vs.
JANICE LORETTA McCLAIN BRYANT,
Defendant.

NO. 82D-2469

Davidson County DEEDDIV
Recvd: 06/15/01 10:00 9pgs
Fees:38.00 Taxes:0.00
20010615-0063383

FINAL DECREE

This cause came on to be heard on the 12th day of October, 1982, before the Honorable Hamilton Gayden, Judge of the First Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the parties having entered into a written and notarized Child Custody, Child Support and Property Settlement Agreement, as provided for by T.C.A. §36-801(II), judgment by default heretofore taken, the testimony of the plaintiff, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and for the care, custody and maintenance of the minor child born to the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff be, and hereby is, awarded an absolute divorce from the defendant; and that each party be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Child Custody, Child Support and Property Settlement Agreement be approved and ratified in full, and incorporated

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLES ANDRE BRYANT)
)
vs.) NO. _____
)
JANICE LORETTA McCLAIN BRYANT)

CHILD CUSTODY, CHILD SUPPORT
AND
PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 13th day of March, 1982, by and between CHARLES ANDRE BRYANT, hereinafter referred to as "Husband", and JANICE LORETTA McCLAIN BRYANT, hereinafter referred to as "Wife", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The Wife shall have exclusive care, custody and control of the minor child of the parties, Monique L. Bryant, born February 15, 1971; and the Husband shall have reasonable visitation with said minor child at such times and places as the parties may mutually agree.

2. The Husband is currently paying child support in the amount of Thirty-Five Dollars $35.00) per week, plus the Clerk's commission of One Dollar and Seventy-Five Cents ($1.75), for a total of Thirty-Six Dollars and Seventy-Five Cents ($36.75), through the Juvenile Court for Davidson County, Tennessee, pursuant to an Order entered on December 9, 1981, in Case No. 114-[illegible]6, a copy of said Order being attached hereto as Exhibit "A". The parties do hereby now agree that the Husband shall continue said obligation to pay child

support in the amount of Thirty-Six Dollars and Seventy-Five Cents ($36.75) per week, plus the Clerk's lawful commission of five per cent (5%), or a total of Thirty-Eight Dollars and Sixty Cents ($38.60) per week; however, the Husband shall pay same through the Circuit Court Clerk's Office for Davidson County, Tennessee, 506 Metropolitan Courthouse, Nashville, Tennessee. Said obligation of the Husband to pay child support, as described herein, shall commence effective with the signing of this Agreement; shall continue thereafter to be due and payable weekly by the Husband through the Davidson County Circuit Court Clerk's Office in each succeeding week of each succeeding year; and shall terminate when the minor child of the parties reaches the age of majority, or otherwise becomes emancipated.

3. The parties agree to share equally all medical and dental expenses of their minor child, until said minor child reaches the age of majority, or otherwise becomes emancipated.

4. The only real property in which the parties hold a joint interest is a house and lot located at 2105 Lindell Avenue, in Nashville, Davidson County, Tennessee, 37204. With regard to said real property, the parties agree as follows:

(a) That the Wife shall have all right, title and interest in and to same, the Husband hereby waiving any right he may have in said real property.

(b) That the Wife shall be solely responsible for the timely repayment of all mortgage indebtedness secured by said real property; and hereby holds the Husband harmless with regard to repayment of the same.

(c) That the Husband shall sign any documents required in order to transfer or convey title to said real prperty solely to the Wife, should such documents become necessary.

5. The Wife shall have all right, title and interest in and to all household furniture, furnishings and appliances located in the home at 2105 Lindell Avenue, Nashville, Tennessee.

6. The Husband shall have all right, title and interest in and to one (1) 1973 Cadillac automobile, currently titled in the Husband's name, and the same being unencumbered.

7. All interest in any other tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any other tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

8. The parties hereby agree that except as otherwise described herein, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

9. The Wife shall have the right to retain the use of her married name, or to have her maiden name restored to her use, at the Wife's sole option.

10. Both parties hereby agree that by signing this Agreement, they accept service of process, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

11. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as described and provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Charles Andre Bryant
CHARLES ANDRE BRYANT

Janice Loretta McClain Bryant
JANICE LORETTA McCLAIN BRYANT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, CHARLES ANDRE BRYANT, with whom I am personally acquainted, and who acknowledged to me that he signed the within CHILD CUSTODY, CHILD SUPPORT AND PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 4th day of March, 1982.

Kaye E Leggett
NOTARY PUBLIC

My commission expires:
May 5, 1985.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, JANICE LORETTA McCLAIN BRYANT, with whom I am personally acquainted, and who acknowledged to me that she signed the within CHILD CUSTODY, CHILD SUPPORT AND PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 1st day of March, 1982.

NOTARY PUBLIC

My commission expires:
July 31, 1985.

In the Juvenile Court of Davidson County, Tennessee

STATE OF TENNESSEE
IN THE MATTER OF:

Janis L. Bryant

VS.

NO: 114-146

Charles Andre Bryant

This cause came on to be heard on this the 9th day of December, 1981, on a Contempt Petition filed by Janie L. Bryant. Present for the hearing were the parties as evidenced by Exhibit 1 attached, the Decree Note Form, to which reference is hereby made, but it need not be copied herein.

After hearing the testimony and presentation of proof from all the evidence, the Court finds that since the Consent Decree of June 9, 1977, the defendant has accrued an arrearage of Eight Thousand One Hundred Thirty-three Dollars and Twenty-five Cents ($8,133.25). He had made his payments through the Court for several months and then by mutual agreement started giving her the money direct. It is impossible for the Court to determine the exact arrearage and upon her agreement the entire amount is vacated and the defendant will start making his Thirty-five Dollar ($35.00) a week payment through the Court with the Clerk's fee waived to begin December 18, 1981. This was agreeable to the Court and was so ordered.

The defendant, in addition to the support ordered above, shall within five (5) days of changing his current residential mailing address or employment address, notify the Court in writing of the new address or addresses on the form provided by the Court.

The defendant is further ordered to file, on the form provided by the Court, a Motion to Modify his support payments if any condition develops that prevents the defendant from making his regular support payments. The motion shall be filed no later than one (1) regular support paying period after the condition preventing paying develops.

Notice of further hearing in this cause shall be mailed to the defendant at his residential mailing address and if the defendant fails to appear at that hearing an attachment shall issue for the defendant and the defendant shall be placed in the Davidson County Workhouse.

EXHIBIT "A"

In the Juvenile Court of Davidson County, Tennessee

IN THE MATTER OF:
Janie L. Bryant
VS.
Charles Andre Bryant
PAGE TWO

FILE NO: 114-146

All of which is accordingly ORDERED, ADJUDGED, AND DECREED.

David J. Cubbish
JUVENILE COURT OF DAVIDSON COUNTY, TENNESSEE REFEREE

ORDER

The findings and recommendations of the Referee are hereby confirmed as the Decree of this Court. Enter this the 9th day of December, 1981.

JUVENILE COURT OF DAVIDSON COUNTY, TENNESSEE JUDGE

into and made a part of this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this 25th day of Oct, 1982.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Ms. Janice Loretta McClain Bryant
2105 Lindell Avenue
Nashville, Tn. 37204

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 FIRST Circuit Court for Davidson County, Tennessee, on the 25 day of OCTOBER , 1982 , in the Case Number 82D2469 between BRYANT, CHARLES A Plaintiff, and BRYANT, JANICE L Defendant, as same remains of record in Vol. 154A , Page 00744 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 JUNE in the year two thousand one and in the 225th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk