MINUTES

THIRD COURT

JULY 16, 1976

PLEASE RETURN TO:
CASTLEMAN TITLE & ESCROW, INC.
WILLIAM D. CASTLEMAN, ATTORNEY
110 GLANCY STREET, SUITE #112
GOODLETTSVILLE, TN 37072

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IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JETTIE KAY CARNEY)
)
VS.)
) NO. 81310
)
EDWARD HAROLD CARNEY)

Davidson County DEEDDIV
Recvd: 02/26/02 14:39 4pgs
Fees:22.00 Taxes:0.00
20020226-0024409

D E C R E E

This cause came on to be heard on this the 29th day of June, 1976, before the Honorable Joe C. Loser, Jr., Judge Circuit Court, Part III, upon the original complaint for divorce of Jettie Kay Carney, the answer and cross-bill of the defendant, Edward Harold Carney, the answer of the original complainant, the oral testimony of witnesses heard in open Court and upon the entire record. The original defendant appeared through his attorney, J. Thomas Martin, but did not contest the complaint. From all of which the Court is of the opinion and finds as follows: that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the original complainant as renders further cohabitation unsafe and improper, and that the complainant is a fit and proper person to have the custody and control of the minor child of the parties, and that the property settlement made and entered into by and between the parties should be approved by the Court. Said Property Settlement Agreement reads as follows:

"PROPERTY SETTLEMENT AGREEMENT"

This Agreement made and entered into the 21 day of January, 1976, by and between JETTIE KAY (DRAKE) CARNEY, a resident of Davidson County, Tennessee, hereinafter called "Wife," and EDWARD HAROLD CARNEY, also a resident of Davidson County, Tennessee, hereinafter called "Husband;"

W I T N E S S E T H:

WHEREAS, marital difficulties have developed in the marriage of Jettie Kay (Drake) Carney and Edward Harold Carney, to which union has been born one (1) child, to wit: Kimberly Ann Carney, age three (3) years; and

WHEREAS, the Wife has filed and there is presently pending a suit for divorce against Husband; and

WHEREAS, the parties desire to settle their property rights between themselves, which Agreement may be made a part of and incorporated into any Decree of Divorce, which may be entered dissolving the parties' marriage, and the parties have mutually agreed as follows:

This Agreement shall in no way restrict either party's right to maintain any suit for divorce which they might decide to institute, nor shall it restrict in any way either party's right to make defense either by answer or by answering counter-complaint to any suit for divorce which the other party might prosecute.

In the event that a Court should grant a divorce to either party hereto, whether the Decree of Divorce shall result from a contested or uncontested divorce action, the parties agree that their property rights shall be settled as follows:

1. The care, custody and control of the said minor child of the parties is hereby relinquished and given by Husband to Wife, with reasonable visitation rights in Husband at reasonable times and reasonable places.

2. Husband shall pay the sum of One Hundred Sixty Dollars ($160.00) per month as necessary child support directly to the Wife, until the minor child has reached majority.

3. Husband shall maintain premiums on $20,000.00 Life Insurance Policy with the Life of Georgia Insurance Company (whole life paid up at age 65), and shall designate the Wife as beneficiary until the child reaches her eighteenth (18th) birthday, or the Wife remarries.

4. Husband and Wife are owners of real estate located

at 906 Beaumont Drive, Madison, Tennessee. All right, title, equity and interest in said property shall be divested out of Husband and vested in Wife to be hers absolutely. Husband shall be held harmless on any and all mortgage or other obligations on the real property.

5. All right, title, equity and interest which the Husband has in and to the 1969 Chevrolet automobile is divested out of Husband and vested in Wife; and all right, title, equity and interest which Wife has in and to the 1970 Camaro automobile is divested out of Wife and vested in Husband.

6. All right, title, equity and interest in and to the household furniture and furnishings shall be divested out of Husband and vested in Wife, with the exception of the black and white television set and the personal property of Husband including: binoculars, radio, adding-machine, alarm clock, etc.

7. Husband and Wife agree that each of the parties will, upon simple request of the other, execute any and all instruments, documents, papers, etc., which may be or become necessary in order to effectuate the intent of the parties as stated herein.

8. Husband agrees to pay Clarence M. Beaty, Jr., Two Hundred Fifty Dollars ($250.00) as attorney fee for representing the Wife.

IN WITNESS WHEREOF, the parties hereto set their hands at Nashville, Davidson County, Tennessee, on the day and date first above written.

(signed JETTIE KAY (DRAKE) CARNEY)

(signed CLARENCE M. BEATY, JR.)
Attorney at Law

(signed EDWARD HAROLD CARNEY)

(signed J. THOMAS MARTIN)
Attorney at Law

automobile of the parties. The complainant is hereby awarded all right, title or interest which the defendant has in the household furnishings of the parties with the exception of a black and white television set and the personal property of the defendant including binoculars, radio, adding-machine, alarm clock, etc.

IT IS FURTHER ORDERED BY THE COURT that each of the parties will, upon simple request of the other, execute any and all instruments, documents, papers, etc., which may be or become necessary in order to effectuate the intent of the herein Property Settlement Agreement.

IT IS FURTHER ORDERED BY THE COURT that the defendant pay to Clarence M. Beaty, Jr., the sum of Two Hundred Fifty Dollars ($250.00) as attorney fee for representing the complainant. That the defendant pay the costs of this cause. For all of which let execution issue if necessary.

JUDGE 7/16/76

FOR ENTRY:

Clarence M Beaty

CLARENCE M. BEATY, JR.

Enter This 16 Day of July, 1976

109B/1581

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* ~~correct transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Gettie Kay Carney *Plaintiff, and* Edward Harold Carney *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 30th *day of* Nov *in the year one thousand nine hundred and* 76 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Bates, *D. C.*

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