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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FRANCES WINIFRED HUBBARD BARHAM)
(mag. 162.2
PLAINTIFF) 64
(
VS:) No. 72452
(
RICHARD GORDON BARHAM)
(
DEFENDANT)

FINAL DECREE

This action came on to be heard on the 25th day of June, 1974, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on an uncontested basis upon the testimony of the plaintiff, the testimony of her two witnesses, the interrogatory of a third witness, the property settlement and custody agreement of the parties and the entire record herein, from all of which it appears to the Court that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as renders cohabitation unsafe and improper and that the bonds of matrimony heretofore existing between the parties should be dissolved and the plaintiff restored to all the rights and privileges of an unmarried person.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing and subsisting between the plaintiff, Frances Winifred Hubbard Barham, and the defendant, Richard Gordon Barham, be and they are hereby absolutely and forever dissolved, and the plaintiff is restored to all the rights and privileges of an unmarried woman and granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement, Support and Custody Agreement heretofore entered into by the parties hereto, be and the same is hereby made a part of this Decree and fully copied herein as follows:

PROPERTY SETTLEMENT, SUPPORT AND CUSTODY AGREEMENT

This agreement made and entered into by and between Richard Gordon Barham, hereinafter referred to as husband,

and Frances Winifred Hubbard Barham, hereinafter referred to as wife, both of Nashville, Davidson County, Tennessee.

WHEREAS, the parties hereto are presently husband and wife; and

WHEREAS, wife has filed a complaint for absolute divorce against husband and this action is presently pending in the Fourth Circuit Court of Davidson County, Tennessee, under File Number 72452; and,

WHEREAS, it is the intention and the purpose of this agreement to make a complete and final settlement of all claims that wife may have against husband for support and maintenance, to finalize their agreements as to the division of the property, both real and personal, owned by them or either of them, to provide for the custody, support and maintenance of their three (3) minor children, and to finally and for all time determine and settle all other rights existing between the said parties growing out of the marital relationship.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, husband and wife agree as follows:

SECTION ONE

In the event an absolute divorce is granted to wife, there is hereby transferred, set over, assigned and confirmed to husband as his sole and separate property all the following real and personal property:

1. House and lot owned by the parties as tenants by the entirety and located at 4030 Keeley Drive, Nashville, Davidson County, Tennessee, more fully described as follows:

Land in Davidson County, Tennessee, being Lot No. 104 on the Plan of Colewood Acres, Section 2, as of record in Book 3700, page 135, Register's Office for said County.

Said Lot No. 104 fronts 78.08 feet on the northeasterly side of Keeley Drive and extends back 142.0 feet on the southeasterly line and 106.3 feet on the northwesterly line to a dead line in the rear, which is a broken line, measuring a total of 105.0 feet thereon.

Being the same property conveyed to Richard G. Barham and wife, Frances H. Barham, by deed from William H. Towe and wife, Patricia C. Towe, of record in Book 4239, page 802, Register's Office for Davidson County, Tennessee.

2. All savings accounts at First American National Bank, Nashville, Tennessee.

3. One love seat, one recliner chair, one portable television, all items which belonged to husband's mother, and all of husband's personal books.

On the same condition set out above, there is hereby transfered, set over, assigned and confirmed to wife as her sole and separate property all household furnishings, fixtures and appliances owned by the parties with exception listed above to become the property of husband

Husband and wife hereby transfer and assign all their right, title and interest in all such property, and release to each other all claim and demand thereto.

Each item of property, both real and personal, set aside and transferred to the parties is assigned to and taken by them with all encumbrances and other obligations to which such items may be subject. Husband and wife shall pay and discharge all such encumbrances and obligations and hold each other harmless therefrom.

Husband hereby agrees that, in the event an absolute divorce is granted to wife and he thereby acquires title to the real property set out above, he will allow wife to remain in the home on said real property at a rental equal to the monthly mortgage payment. Wife agrees to pay for all utilities while living in said home. Wife's tenancy shall be considered as one from month to month.

SECTION TWO

It is agreed by and between the parties that wife will not incur any further expense in the name of husband, or, in any wise pledge his credit for any reason or on any account on and after the date of the execution of this agreement.

SECTION THREE

With the exception of the items set forth in Section One hereinabove, each party shall retain, have and enjoy, independently of any claim, right or demand of the other party, all property of every kind, nature and description and wheresoever situated which is now owned by held or is hereafter acquired by him or her, or stands in his or her name.

SECTION FOUR

Husband and wife agree to change the names of all U. S. Savings Bonds currently in their joint names to so name husband and all the parties' children as joint owners.

SECTION FIVE

Husband agrees to maintain the parties' children as primary beneficiaries on all life insurance policies in force on his life at the date of this agreement.

SECTION SIX

Wife shall have the sole care, custody and control of the parties' three (3) minor children and said children shall reside with her. Husband shall have the right to visit the children, individually or together, at their place of residence with wife, at reasonable times and at reasonable intervals and to have the children, or any of them, accompany him from their place of residence at reasonable times for reasonable periods provided that wife's prior consent be first obtained. Each of the parties shall at all times in good faith endeavor to maintain in all the children respect and affection for the other party. Wife shall not permanently remove said children from the jurisdiction of the Court wherein the divorce proceeding is pending without the prior approval of said Court.

SECTION SEVEN

Husband shall pay to wife for the support, maintenance, care and education of the parties' children in her custody, the sum of one hundred dollars ($100.00) per month.

SECTION EIGHT

It is agreed by the parties that wife shall be entitled to the dependency exemption allowable under Section 151 (e) of the Internal Revenue Code for each of the parties' children in wife's custody.

SECTION NINE

It is understood and agreed that this agreement shall in no way restrict either party's right to maintain any action for divorce which he or she might desire to institute, or that has already been instituted, nor shall it restrict in any way either party's right to make defense by answer, or answer and counterclaim, to any action for divorce which the other might file.. It is further understood and agreed by and between the parties that in the event a divorce is granted, either absolute or limited, this agreement shall be incorporated in any decree or order of the Court awarding such divorce and that they will request that such decree will contain all of the details of said agreement.

SECTION TEN

It is understood and agreed that this agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge of husband from all other claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims that each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation by way of dower, curtesy, statutory, allowance, homestead rights, fight to take against the will of the other, inheritance, dissent or distribution, support, right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by husband and wife, or any property either of them may acquire in the future.

SECTION ELEVEN

Wife acknowledges that the provisions of this agreement are fair, adequate and satisfactory to her and in keeping with her accustomed standard of living and her reasonable requirements, and she, therefore accepts these provisions in full and final settlement of all claims and demands for support and maintenance for herself and fully discharges husband from all such claims and demands except as provided in this agreement.

SECTION TWELVE

It is further understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coercion or misrepresentation, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this agreement.

SECTION THIRTEEN

The provisions of this agreement shall not be modified or changed except by mutual consent and agreement of the parties, expressed in writing.

IN WITNESS WHEREOF, the parties have, after reading this instrument and familiarized themselves with its contents, signed and executed this agreement in duplicate on this 23 day of April, 1974.

s/ Richard Gordon Barham
RICHARD GORDON BARHAM

s/ Dan Finch
DANIEL D. FINCH
ATTORNEY FOR RICHARD GORDON BARHAM

s/ Frances Winifred Hubbard Barham
FRANCES WINIFRED HUBBARD BARHAM

s/ Samuel B. Schlanger
SAMUEL B. SCHLANGER
ATTORNEY FOR FRANCES W. H. BARHAM

ADDENDUM TO PROPERTY SETTLEMENT, SUPPORT AND CUSTODY AGREEMENT

It is agreed that the wife, as long as she is a tenant of the described property, at 4030 Keeley Drive, will be responsible for all maintenance and repairs with the exception of the roof.

It is further agreed that under Section 5 of the Agreement, that the children will named as primary beneficiaries on all life insurance policies, to be administered pursuant to the will of Gordon Barham through a trust fund administered by the Trust Department of the National Bank.

IN WITNESS WHEREOF, the parties have, after reading this instrument and familiarized themselves with its contents, signed and executed this addendum in duplicate on this 23 day of April, 1974.

s/Richard Gordon Barham
RICHARD GORDON BARHAM

s/Dan Finch
DANIEL D. FINCH
ATTORNEY FOR RICHARD GORDON BARHAM

s/Frances Winifred Hubbard Barham
FRANCES WINIFRED HUBBARD BARHAM

s/ Samuel B. Schlanger
SAMUEL B. SCHLANGER
ATTORNEY FOR FRANCES W. H. BARHAM

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant pay all costs of this action, for which execution may issue if necessary.

Enter this 27 day of June, 1974.

JUDGE

APPROVED FOR ENTRY:

Samuel B. Schlanger
SAMUEL B. SCHLANGER
ATTORNEY FOR PLAINTIFF

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

CERTIFICATE OF SERVICE

[illegible]

26 June 74

Samuel B. Schlanger

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IDENTIF. T REFERENCE

MAY 13 9 44 AM '75

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Mail
Alan Saturn Clerk
1st Comer Courts
Wash. Ave

MAY 13TH MISC A* 12.00 * 12.00

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Frances Winifred Hubbard Barham *Plaintiff, and* Richard Gordon Barham *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* 28th *day of* April *in the year one thousand nine hundred and* seventy-five *and in the* 199 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Button, *D. C.*