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IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

NAOMI R. FORD)
)
VS.) NO: 63085
)
H. JERE FORD)

73-8-8

D E C R E E

MAY 22 1972 MISC A* 14.00 * 14.00

This cause came on to be heard on February 8, 1972, before the HONORABLE EARL A. MC NABB, sitting as Special Judge, for the HONORABLE SHELTON LUTON, JUDGE OF THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE, upon the bill for Divorce A Mensa Et Thoro, as amended for an absolute divorce; the order pro confesso heretofore duly entered; upon testimony of the complainant and that of her corroborative witnesses; upon the argument of counsel and the entire record; from all of which the Court is of the opinion that the allegations contained in the original and amended bill are fully sustained; that is, that the defendant has been guilty of such cruel and inhuman treatment and conduct toward the complainant as renders cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the complainant and the defendant be, and they hereby are, forever and perpetually dissolved, and that the complainant be, and she hereby is, granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement heretofore signed and executed by both parties be, and the same hereby is, ratified and approved by the Court and made a part of this decree as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Naomi R. Ford and H. Jere Ford are husband and wife, having been married on March 18, 1954, in Davidson County, Tennessee; and,

WHEREAS, two children have been born of this union, namely Sharon Ford, age 14, and Jeffrey Ford, age 13; and

WHEREAS, Naomi R. Ford has filed the original complaint for absolute divorce against H. Jere Ford in the Probate Court of Davidson County; and

WHEREAS, both parties, in order to avoid expense, have reached an amicable settlement of the questions of the rights of each party in their marital estate, the question of custody of the children as well as the question of child support;

It is, therefore, HEREBY UNDERSTOOD AND AGREED by Naomi R. Ford and H. Jere Ford, that in the event the Court in this cause of action, or any other action, grants an absolute divorce to said Naomi R. Ford, then, and only in that event, the following understanding and agreement and settlement will be submitted to the Court for its approval, ratification and inclusion in any final divorce decree entered in this cause:

1. H. Jere Ford hereby releases and disclaims any interest in the 1971 Chevrolet Nova currently in the possession of and titled in the name of Naomi R. Ford.

2. Possession and ownership of the real property of the parties located at 2437 Melbourne Drive in Davidson County, Tennessee, shall be vested solely in the complainant, Naomi R. Ford, and the defendant agrees to execute a quitclaim deed conveying his interest in said property to the complainant.

3. All the household furniture and furnishings now belonging to the parties shall become the property of the complainant, Naomi R. Ford, and the defendant, H. Jere Ford,

agrees to execute any instrument necessary to convey his interest in the said personalty, and agrees to pay off the indebtedness now existing on the lawnmower and dishwasher.

4. Any ownership and right of possession of real property of the parties in a 200-acre tract located in Metcalf County, Kentucky, shall be vested solely in the complainant, Naomi R. Ford, and the defendant agrees to execute a quitclaim deed conveying his interest in said property to the complainant.

5. The defendant agrees to remove the second mortgage on the home of the parties located at 2437 Melbourne Drive, Nashville, Davidson County, Tennessee, prior to the divorce hearing, and to negotiate and execute any instrument necessary to absolve the complainant, Naomi R. Ford, from any liability with the Commerce Union Bank concerning the said debt.

6. It is agreed that the mother and complainant, Naomi R. Ford, is a fit and proper person to have custody and control of the minor children of the parties, Sharon Ford and Jeffrey Ford, and that it be recommended to the Court that in the final decree the custody be given to the complainant, Naomi R. Ford, with rights and privileges of the defendant, H. Jere Ford, to see and visit said minor children and said minor children to visit him at reasonable times and places.

7. It is further agreed that the defendant, H. Jere Ford, will pay directly to the complainant, Naomi R. Ford, the sum of Six Hundred ($600.00) Dollars per month, which amount shall be allocated one-half (1/2) alimony and one-half (1/2) child support. It is further agreed that the said alimony and child support shall be made in two installments of Three Hundred ($300.00) Dollars each, payable on or before the first and fifteenth of each month. It is further agreed that the alimony payments shall terminate immediately if the complainant should remarry.

8. The defendant, H. Jere Ford, shall forthwith make and keep in full force and effect until the hereinafter named children attain the age of twenty-five, a will bequesting and devising to his children, Sharon Ford, and Jeffrey Ford, not less than one-half (1/2) of his entire estate. He further agrees to maintain all life insurance coverage, with the exception of that insurance covered in Section Nine following, and designate his estate as sole beneficiary.

9. There is a life insurance policy presently in force in the amount of Ten Thousand ($10,000.00) Dollars, with the Equitable Life Assurance Society, of which Naomi R. Ford is the sole beneficiary; the purpose of which is to insure the pay off of a mortgage on the parties' home in the event of Mr. Ford's death. The defendant, H. Jere Ford, agrees to maintain the said insurance policy in its present amount, and pay the premiums thereon until the first day of March 1990, the pay off date of the present mortgage. However, his obligation to maintain the said insurance shall terminate immediately if the complainant should remarry. The obligation shall also terminate if the home being maintained by the complainant is sold and a subsequent purchase of a home is not made within a year. It is further agreed by the parties that Mrs. Ford shall have the right to take over the said insurance and maintain the premiums thereon should any circumstances occur which would relieve Mr. Ford of the obligation, be it for any of the reasons heretofore set forth or for any other reasons.

10. Defendant, H. Jere Ford, further agrees that he will be responsible and provide sufficient funds for the college educations, excluding travel expenses for the minor children, namely Sharon Ford and Jeffrey Ford, to the extent of the maximum of four years, provided the college attended by the said children is located in the continental United States. The defendant, H. Jere Ford, also agrees to place in a trust fund for the said college educations of the minor

children, One Thousand ($1,000.00) Dollars per year beginning 1972, and in the event that there is any surplus in the said trust fund, it will revert back to the defendant. This provision shall not be binding on the defendant if the said children do not commence their college education by the time they attain the age of twenty-two (22), provided the said delay in entering college is not beyond the control of the said child.

11. The complainant, Naomi R. Ford, agrees to maintain the hospitalization insurance on the minor children of the parties at the present rate of coverage now maintained by the defendant.

12. The defendant, H. Jere Ford, further agrees to pay the complainant, Naomi R. Ford, the sum of Two Hundred and Fifty ($250.00) Dollars within ninety (90) days after the divorce is granted, as reimbursement for the attorney's fee paid by her in this cause, and further agrees to pay an additional Six Hundred ($600.00) Dollars attorney's fee directly to Mrs. Ford's attorneys of record in this cause, Edward Nave and Roger Baskette, along with the costs of his deposition taken in this cause, and the Court costs.

It is distinctly understood by and between the parties, as evidenced by their signatures below, that each party has read this instrument, that each party understands it fully, and that both have signed for the purposes mentioned therein.

It is understood that this agreement is to be effective only in the event the Court sees fit to grant an absolute divorce between the parties, and that it is to be submitted to the Court for its ratification, approval and inclusion in any final divorce decree, and that, in the event no such final decree is entered, by this Court or any other Court, in this or a similar cause, then this agreement is null and void and of no effect.

It is further understood by and between the parties that this agreement simply goes to the settlement of their marital estate, property rights and the question of child support and child custody and that either party is free to prosecute or defend the divorce cause pending between the parties, or any other cause, and that this agreement in no way restricts either party from asserting his or her rights freely and voluntarily.

DATED this 24th day of November 1971.

/s/ Naomi R. Ford

WITNESS:

/s/ Edward Nave

/s/ H. Jere Ford

WITNESS:

/s/ Earl J. Porter, Jr.

IDENTIF. REFERENCE
MAY 22 12 01 PM '75
FELIX A. ROSCOE, REGISTER
DAVIDSON COUNTY, TENN.
C 9 9 4 2 9

It is further ORDERED, ADJUDGED and DECREED by the Court that all the right, title, equity and interest which the defendant has or may have in the property located at 2437 Melbourne Drive, Nashville, Tennessee, be, and the same hereby is, divested out of the defendant and vested into the complainant. The legal description of the said property is as follows:

Being the same real property conveyed to H. Jere Ford and wife, Naomi S. Ford by deed from Mercury Construction Company, as of record in Book 3030, Page 615, Register's Office for Davidson County, Tennessee.

Being lot No. 283 on the Plan of Sunset View, Section 4, as of record in Book 2854, Page 63, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED by the Court that all the right, title, equity and interest which the defendant has or may have in the property located in Metcalf County, Kentucky be, and the same hereby is, divested out of the defendant and vested into the complainant. The legal description of the said property is as follows:

Property conveyed by Dewey Slate and wife, Edith Slate; and James Slate and wife, Jacquelyn Slate, to H. Jere Ford and wife, Naomi S. Ford, by unrecorded deed, and being the same property conveyed to Dewey Slate and wife, Edith Slate, and James Slate and wife, Jacquelyn Slate by Deed of Conveyance of A. Earl Meador and wife, Bertha E. Meador; and Omaleah M. Graves and husband, Mike Graves, dated October 7, 1968, Deed Book 55, Page 349, Metcalfe County Court Clerk's Office, Edmonton, Kentucky, bounded and described as follows:

Beginning at two Chestnut oaks on a ridge in the Bullington Line, thence with same N 14' W 315 poles to a white oak, beech and maple, Bullington's corner; thence S. 88' E 185 poles to a white oak; thence S 21 1/2' W 310 1/5 poles to the beginning, containing one hundred ten (110) acres, more or less.

The defendant will pay the costs of this cause.

For all of which execution may issue, if necessary.

APPROVED FOR ENTRY:

Edward Nave
EDWARD NAVE, Attorney for Complainant

I hereby certify that this is a true copy of original instrument filed in my office this 22 day of Feb 1973
GEORGE L. ROGERS Clerk
By D. Jennings
Deputy Clerk

EARL J. PORTER, JR., Attorney for Defendant

Enter 2/24/72

JUDGE