IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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PW

LINDA FRANCES WADE FERRELL)
)
VS.) NO. 73722
)
RONALD GLEN FERRELL)

FINAL DECREE

This cause came on to be heard on the 9th day of December, 1974, before the Honorable John Parker, Special Judge, Division IV of the Circuit Court of Davidson County, Tennessee upon the original petition of the complainant, the answer thereto filed by the defendant, the testimony of witnesses examined in open Court, the property settlement agreement executed by the parties, statement of counsel and the entire record in this cause; from all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the complainant as rendered further cohabitation unsafe and improper; that the complainant should be granted an absolute divorce from the defendant; that the complainant is a fit and proper person to have the care, custody, and control of the minor children of the parties; that the property settlement agreement entered into by the parties on December 5, 1974, is fair and equitable, should be approved by this Court and will be so incorporated into the Final Decree; and that the defendant should pay the costs of this cause.

It is, THEREFORE, ORDERED, ADJUDGED, AND DECREED by this Court that the complainant be, and she hereby is, awarded 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 this Court that the complainant be, and she hereby is, awarded the absolute custody of the two minor children of the parties, with reasonable rights of visitation granted to the defendant.

It is further ORDERED, ADJUDGED, AND DECREED by this Court that the property settlement agreement entered into by and between Linda Frances Wade Ferrell and Ronald Glen Ferrell, dated December 5, 1974, is hereby expressly approved in-toto and is incorporated into and made a part of this Final Decree and the same is as follows:

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

PROPERTY SETTLEMENT AGREEMENT

This property settlement agreement made and entered into on this the 5th day of December, 1974, by and between LINDA FRANCES WADE FERRELL, hereinafter called the Party of the First Part, and RONALD GLEN FERRELL, hereinafter called the Party of the Second Part, both parties being citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto were married on July 7, 1961, in Nashville, Davidson County, Tennessee; and

WHEREAS, serious difficulties have arisen between the parties hereto, rendering it impossible for them to longer live together as husband and wife, and by reason thereof, the said parties are now living separate and apart, and

WHEREAS, each of the parties hereto desires to settle and adjust their marital interest in all rights and claims in and to the property of the other, now and hereafter acquired;

NOW, THEREFORE, it is mutually agreed as follows:

1. That said parties are fully and completely informed of the financial and personal status of the other, and each of them has had the advice of counsel, and each of the parties has given full and mature thought to the making of this agreement, and all of the obligations contained therein, and that each of the parties understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of the said parties now has or might hereafter or otherwise have toward the other, and that the said agreements and obligations are contingent upon their approval and incorporation in any divorce decree which may be granted to the said Party of the First Part.

2. The Party of the First Part shall have the care, custody and control of the parties' two minor children, namely, Kathryn Leanne Ferrell and Ronald Glen Ferrell, Jr., with reasonable rights of visitation granted to the Party of the Second Part.

3. The Party of the Second Part agrees to pay to the Party of the First Part the sum of $50.00 per week for the support and maintenance of the parties' two minor children and said weekly payments shall continue until the youngest child reaches his majority.

marries or otherwise becomes self-supporting. In addition thereto, the Party of the Second Part agrees to continue to carry medical and hospitalization insurance on the two minor children.

4. The Party of the First Part shall have as her sole and separate property the house and lot located at street address 458 Janette Avenue in Goodlettsville, Tennessee, and the Party of the First Part agrees to assume the mortgage on said home, and to hold the Party of the Second Part harmless.

5. The Party of the First Part shall have as her sole and separate property all of the household furniture, furnishings, appliances and all else located in and around the home at 458 Janette Avenue, Goodlettsville, Tennessee.

6. The Party of the Second Part shall have as his sole and separate property the 1973 Buick automobile and the Party of the Second Part agrees to assume and pay any indebtedness owing thereon, and to hold the Party of the First Part harmless. The Party of the First Part agrees to execute whatever documents are necessary to transfer the said vehicle to the said Party of the Second Part.

7. The Party of the First Part shall have as her sole and separate property the 1963 Comet automobile and the Party of the Second Part agrees to execute whatever documents are necessary to transfer title to the said vehicle to the Party of the First Part.

8. The Party of the Second Part shall pay to Nancy K. Corley, Attorney, the sum of $250.00 as her reasonable attorney's fee for services rendered the Party of the First Part.

9. That the Party of the Second Part will upon presentation of the appropriate instruments transfer all his right, title and interest in certain grave lots which presently belong to the parties to the Party of the First Part.

10. That the Party of the Second Part agrees to continue and pay for the life insurance policy that he is currently carrying and will make no changes in the beneficiaries and/or said children born of this union shall be the sole and only beneficiaries and shall continue to be beneficiaries on said insurance policies until they reach their eighteenth birthday or if said children are attending college no changes are to become effective until the child or children have finished their college studies. Only after the contingencies have occurred as provided for herein, the said Party of the Second Part will be permitted to make whatever changes he desires as to the beneficiaries in the said policies referred to herein.

11. It is further agreed by and between the parties hereto on the execution of this agreement, that neither party will use or attempt to use credit of the other, for any purpose whatsoever, without first obtaining the written consent of the other party.

12. It is understood that this property settlement agreement is not an agreement pertaining to a divorce, but either party is free to file any action for divorce upon the facts that they might have or to proceed in pending suit, upon such grounds as either party can legally present.

13. This agreement is meant and intended by the parties hereto to be a post-nuptial property settlement agreement, and is to be full, final and complete release by each party, of any interest whatsoever, which either party may now or hereafter have in the property of the other as herein provided.

IN WITNESS WHEREOF, the parties have hereunto set their signatures at Nashville, Tennessee, on this 5th day of December, 1974, this agreement being executed in duplicate, with each of the parties hereto taking a copy thereof.

/s/ Linda Wade Ferrell

Party of the First Part

Witness.

/s/ F. Morris Levine

/s/ Ronald Glen Ferrell

Party of the Second Part

/s/ Nancy K. Corley

It is further ORDERED, ADJUDGED AND DECREED that the defendant shall pay all of the costs of this cause, for all of which execution may issue, if necessary.

JOHN PARKER, SPECIAL JUDGE

APPROVED FOR ENTRY:

STEPHENSON AND LACKEY

By: Nancy K. Corley

Nancy K. Corley, Attorney for Complainant

LEVINE AND LEVINE

By. F. Morris Levine

F. Morris Levine, Attorney for Defendant

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

D03733

IDENTIF. REFERENCE

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FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

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* Linda Frances Wade Ferrell *Plaintiff, and* Ronald Glen Ferrell *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* 20th *day of* June *in the year one thousand nine hundred and* seventy-five *and in the* 199 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D Buttrey, *D. C.*