BOOK 5013 PAGE 220

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FAYE MARIE PARKER)
)
VS) NO. 77834
)
BARRY PIERCE PARKER)

Map 156
Par. 62

FINAL DIVORCE DECREE

APR-7 MISC B* 8.00 * 8.00

This cause came on to be heard before the Honorable J. William Rutherford, Judge of the First Circuit Court for Davidson County, Tennessee on the 24th day of March, 1976; upon the original bill for absolute divorce; personal service of process on the defendant; the answer of the defendant, said answer was withdrawn by agreement of the attorneys of record and the cause was heard uncontested; testimony of plaintiff and her corroborating witnesses in open Court, statement of counsel and the entire record in the cause; from all of which the Court is of the opinion that the proof sustains the allegations of the Complaint, to wit: That the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as renders further cohabitation between the parties unsafe and improper.

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

It is further, ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement executed by the parties be, and the same is hereby approved, to wit:

PROPERTY SETTLEMENT AGREEMENT

1. That the home of the parties located at 7961 Highway 100, Nashville, Tennessee, 37221, shall be divested of Faye Marie Parker and vested entirely in Barry pierce Parker, said property being more particularly described as follows:

Land in the ninth Civil District of Davidson County, Tennessee, being Lot No. 22 Harpeth Heights, Section V, not of record, described according to a survey made by Hal R. Swann, Jr.

Said lot No. 22 is described as follows:

Beginning on the southerly margin of Highway 100 at the northeast corner of property conveyed to Alvin W. Terrell & Son, Inc. by deed from E. U. Buchi and wife, Mary Louise, of record in Book 3927, page 889, Register's Office for said County; thence southerly 300 feet; thence easterly 146 feet; thence northerly 300 feet to the southerly margin of Highway 100; thence with same westerly 146 feet to the beginning.

Being the same property conveyed to CARROLL L. DYER and wife, CAROL L. DYER, by deed from ALVIN W. TERRELL & SON, INC. of record in Book 4184, page 798, Register's Office for Davidson County, Tennessee.

2. That Faye Marie Parker shall have the right to live in the above described house, rent free, until such time as the youngest child of the parties shall reach the age of eighteen (18) or until such time as Faye Marie Parker shall remarry. During such time as Faye Marie Parker shall occupy the premises pursuant to this agreement she shall pay all utilities, yardwork and plumbing expenses. Barry Pearce Parker shall keep current all notes on the property, and pay all other maintenance expenses including insurance, exterior painting, roofing, and heating and air conditioning repars. Barry Pearce Parker shall also provide paint at reasonable times and in reasonable amounts for interior painting, the labor to be at the expense of Faye Marie Parker.

3. It is understood and agreed by and between the parties that each of them shall keep their respective motor vehicles, and each of them shall assume any indebtedness on such vehicles.

4. That Faye Marie Parker shall receive all of the household furnishings and non-builtin appliances presently in the residence and Barry Pearce Parker shall receive all personal property which he shall have in his possession at the time of the signing of this instrument.

5. It is further agreed by the parties that Faye Marie Parker is to have custody of the two minor children of the parties, and that Barry Pearce Parker shall pay child support to the plaintiff, Faye Marie Parker, in the amount of Two Hundred Fifty ($250.00) Dollars per month so long as their two children are under the age of eighteen (18) years. Barry Pierce Parker is to have

unlimited reasonable visitation privileges with the children. He shall further have the right to have such children at reasonable times for overnight visits. Barry Parker will carry medical insurance on the minor children of the parties.

6. It is further agreed that Barry Pearce Parker shall pay Faye Marie Parker the amount of Two Hundred ($200.00) Dollars per month for three (3) years as alimony, and then One Hundred ($100.00) Dollars per month for an additional three (3) years as alimony.

7. That Faye Marie Parker is hereby divested of all right, title and interest in any stock or other interest which she may hold in her name or equitably in any business presently conducted by Barry Pearce Parker, and Barry Pearce Parker hereby agrees to hold her harmless on any business debts arising out of said businesses.

8. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any debt of the other, then the party for whose credit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date above set forth.

_____
FAYE MARIE PARKER

_____
BARRY PEARCE PARKER

It is further, ORDERED, ADJUDGED AND DECREED by the Court that plaintiff be awarded an attorney fee of Five Hundred Dollars ($500.00) for her attorney of record.

The defendant will pay the costs of this cause, for all of which execution may issue if necessary.

Any and all other matters are reserved by the Court.

APPROVE FOR ENTRY:

J. THOMAS MARTIN
Attorney for Plaintiff

D 43646

IDENTIF. REFERENCE

APR 7 12 15 PM '76

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TENN.

/s/ J. William Rutherford
JUDGE

CERTIFICATE

I certify a copy of the foregoing Final Divorce Decree has been mailed to R. Price Nimmo, Attorney for Defendant, 308 Cavalier Building, 95 White Bridge Road, Nashville, Tennessee 37205, this 25-TH day of March, 1976.

J. THOMAS MARTIN

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* Faye Marie Parker *Plaintiff, and* Barry Pierce Parker *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* 1st *day of* April *in the year one thousand nine hundred and* Seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Lackey, *D. C.*