PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

THIS AGREEMENT, made this 21st day of December, A. D. 1964, by and between JULIA FRANCES THOMAS, of Orlando, Orange County, Florida, hereinafter referred to as First Party; and, LAFAYETTE C. THOMAS, of Nashville, Davidson County, Tennessee, hereinafter referred to as Second Party.

JUN 18 MISC WITNESSETH 8.00 * 8.00

WHEREAS, the parties hereto are wife and husband and have been separated since the 7th day of August, 1964; and,

WHEREAS, it is the desire of the parties hereto to make a complete and final settlement of all of their property now owned by the parties hereto, and property which may hereafter be acquired by either of them, as well as the custody of their minor child, and as to certain other of their circumstances and affairs,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties do mutually agree as follows:

FIRST: That each of the said parties is fully and completely informed of the financial and personal status of the other and each of the parties has given full and mature thought to the making of this agreement and of the obligations contained herein; that each of said 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 said parties now has or might hereafter or otherwise have toward the other.

SECOND: The parties hereto agree that they have one child born of their marriage, namely: LAFAYETTE C. THOMAS, JR., age four years. The parties hereto agree that both parties are fit and proper persons

RECORDER'S MEMO
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to have the care, custody and control of said minor child. The parties further agree, however, that Second Party is to have the care, custody and control of said minor child, and that the First Party is to have the right to visit said child at all reasonable times and places, and in addition thereto, is to be granted the following specified visitation privileges:

(a) From the 15th day of June until the 15th day of August, each and every year hereafter.

(b) One week during the Christmas holidays each and every year, and on Christmas Day alternate years beginning with the Christmas of 1965.

(c) Nine weekends per year, beginning January 1, 1965. It is understood that the foregoing nine weekends are in addition to the other visitation privileges specified above.

It is understood by the parties hereto that First Party shall arrange and furnish all transportation connected with the foregoing visitation privileges.

It is understood and agreed that the term "weekend" means from 5:00 P. M. Friday through 5:00 P. M. Sunday, and that First Party shall be allowed to pick said child up and carry him wherever she pleases during said time.

First Party agrees to give Second Party one week's notice prior to each weekend visit.

THIRD: First Party agrees to convey all her right, title and interest to the home owned by the parties hereto, located at 412 Glengarry Drive, Nashville, Tennessee.

FOURTH; Second Party agrees to pay off the automobile now in First Party's possession and furnish her with a clear title thereto.

FIFTH: First Party agrees that she shall not in any fashion pledge the credit of Second Party for any obligation subsequent to the date of this instrument.

SIXTH: First Party agrees to waive all her right to any alimony or other support to which she might be entitled.

SEVENTH: It is further understood and agreed by the parties hereto that the terms and provisions of this Property Settlement and Child Custody Agreement may be incorporated in any Decree of Divorce which may hereafter be obtained by either party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Jeannette Kelley
As to First Party

Julia Frances Thomas
JULIA FRANCES THOMAS

William R. Willis
Jeannette Kelley
As to Second Party

Lafayette C. Thomas
LAFAYETTE C. THOMAS

STATE OF FLORIDA

COUNTY OF ORANGE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, JULIA FRANCES THOMAS who, after being by me first duly sworn, deposes and says that she has read and signed the foregoing instrument, and that the same was executed for the purposes therein expressed.

Julia Frances Thomas
JULIA FRANCES THOMAS

Sworn to and subscribed before me this 21st day of December, A. D. 1964.

Jeannette Kelley
NOTARY PUBLIC.

Notary Public, State of Florida at Large
My Commission Expires March 1, 1967
Bonded By American Fire & Casualty Co.

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

STATE OF ~~XXXXXXXX~~ FLORIDA

COUNTY OF ~~XXXXXXX~~ ORANGE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, LAFAYETTE C. THOMAS, who, after being by me first duly sworn, deposes and says that he has read and signed the foregoing instrument, and that the same was executed for the purposes therein expressed.

Lafayette C. Thomas
LAFAYETTE C. THOMAS

Sworn to and subscribed before me this 21st day of December, A. D. 1964.

Jeanette Keeling
NOTARY PUBLIC

Notary Public, State of Florida at Large
My Commission Expires March 1, 1967.
Bonded By American Fire & Casualty Co.

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REGISTER
DAVIDSON COUNTY, TENN.