IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

HILDA RABY WEBSTER, Complainant,	)	BOOK 5058 PAGE 898
VS.	)	NO. 81242
THOMAS FRANKLIN WEBSTER, Defendant.	)	

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PW

FINAL DECREE

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This cause came on to be heard on the 2nd day of July, 1976, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill of the complainant, answer of the defendant, and from the testimony of the witnesses heard in open Court, statement of counsel and the entire record, from all of which the Court is of the opinion that the defendant, Thomas Franklin Webster, is guilty of such cruel and inhuman treatment or conduct towards the complainant as renders further cohabitation unsafe and improper.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony subsisting between the complainant and defendant be and they hereby are absolutely and perpetually dissolved and the complainant, Hilda Raby Webster, 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 appearing to the Court that the complainant and defendant have previously executed a property settlement agreement which document has been filed and made a part of the record in this cause and approved by the Court, and which is in words and figures as follows:

SEPARATION AGREEMENT

BOOK 5053 PAGE 899

THIS AGREEMENT is made and entered into by and between HILDA RABY WEBSTER (hereinafter referred to as Wife) and THOMAS FRANKLIN WEBSTER (hereinafter referred to as Husband).

W I T N E S S E T H:

That the parties hereto were lawfully married on June 2, 1961, in Ringgold, Georgia. As a consequence of certain irreconcilable difficulties that have arisen between the parties, the wife has filed a Petition for Absolute Divorce. The parties are desirous of reaching an agreement concerning the custody and support of their minor children and are desirous of making a final and permanent settlement agreement with respect to their various assets.

Therefore, for and in consideration of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Child Custody and Visitation - Absolute care, custody and control of the parties' minor children Leslie and Jason will be awarded to the wife with reasonable visitation rights awarded to the husband.

2. Child Support - The husband will pay to the wife the sum of Seven Hundred Fifty ($750.00) Dollars per month as child support payable by check directly to the wife.

3. Alimony - The husband will pay to the wife Seven Hundred Fifty ($750.00) Dollars per month payable by check directly to the wife as alimony in futuro. The husband's alimony obligations will terminate either upon the remarriage or death of the wife.

4. Real Property - All right, title and interest in the following described real property is hereby divested out of husband and is hereby vested in the wife to be hers absolutely and in fee simple forever and said property is more

particularly described as follows: BOOK 5058 PAGE 900

Land in Davidson County, Tennessee, being Lot No. 58 on the Plan of Ozark Hills, as of record in Book 3700, page 20, Register's Office for Davidson County.

Said Lot No. 58 fronts 62 feet on the southerly side of Nesbitt Court and extends back 226.0 feet on the easterly line and 274.3 feet on the westerly line, to a line in the rear on which it measures 351.35 feet.

Being the same property conveyed to Thomas F. Webster and wife, Hilda R. Webster, by deed from Apollo Contracting Corporation of record in Book 4537, page 735, Register's Office for Davidson County, Tennessee.

The wife will assume all mortgage payments of the residence.

5. Furniture and Household Furnishings - The wife will have exclusive ownership of all the household furnishings.

6. Indebtedness - The husband will assume as his sole obligation all outstanding indebtedness of the parties, except as otherwise set out in this agreement, and hold the wife harmless for any obligation she may have for such indebtedness.

7. Automobiles - All right, title and interest to the automobile, a 1973 Toyota, owned by the parties but presently being driven by the wife will be vested in the wife and the husband will be divested of all right, title and interest in same.

8. Life Insurance - The husband will maintain the $44,000.00 life insurance policy he now has in full force and effect with the parties' minor children as irrevocable beneficiaries thereof.

9. Hospitalization Insurance - The husband will maintain adequate hospitalization insurance for the parties' minor children.

10. Attorney's Fees - The husband will pay to Aaron Wyckoff, Attorney for the wife, a reasonable attorney's fee of Five Hundred ($500.00) Dollars.

11. Income Tax Exemptions - The husband will be allowed to claim both children as exemptions for federal income tax purposes, it being conclusively presumed that he is contributing more than one-half of their support.

12. College Educations - The husband will provide financial support to provide a college education for the two minor children at a college mutually agreed upon by the parties.

13. Additional Instruments - Each of the parties shall, from time to time, execute, acknowledge and deliver any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

THIS AGREEMENT, if and when approved by a Court of competent jurisdiction in Davidson County, Tennessee, and incorporated into any final decree of divorce which might be granted to the parties, shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future, except as otherwise herein provided, and as provided by law. Specifically included in this agreement are any claims for support, maintenance, alimony, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the property or estate of the other.

WITNESS our hands on this 9 day of June, 1976.

Hilda Raby Webster
HILDA RABY WEBSTER

Aaron Wyckoff, atty
WITNESS

Thomas Franklin Webster
THOMAS FRANKLIN WEBSTER

Robert L Jackson, atty
WITNESS

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It further appearing to the Court that the complainant, Hilda Raby Webster, is a fit and proper person to have the care, custody and control of the minor children of the parties, namely Leslie, age ten; and Jason, age six.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the care, custody and control of said minor children is hereby awarded to the complainant with the right of the defendant to see and be with them at reasonable times and places.

This Court in approving the aforesaid property settlement agreement does hereby make it the decree of this Court in all respects.

The defendant, Thomas Franklin Webster, will pay the costs in the cause for which execution may issue if necessary.

JUDGE

7-9-76

Approved for Entry:

AARON WYCKOFF
Attorney for Complainant

ROBERT L. JACKSON
Attorney for Defendant

100C/2225 #81242

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Hilda Raby Webster *Plaintiff, and* Thomas Franklin Webster *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* 19 *day of* August *in the year one thousand nine hundred and* seventy-six *and in the* 201 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*