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IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BETTY JOYCE ROGERS]

-vs-] NO. 83739

BILLY LEE ROGERS]

FINAL DECREE

This cause came on to be heard on the 16th day of September, 1976 before the Honorable Stephen North, Judge, upon the original petition for absolute divorce filed by complainant, personal service of process upon the defendant, answer filed by defendant, subsequent agreement of the parties to allow this matter to be tried as a non-contested case, submission to the Court of property settlement agreement executed by the parties for approval, testimony of complainant and her corroborative witnesses, statement of counsel in open court and from 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 toward complainant as renders further cohabitation unsafe and improper. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Betty Joyce Rogers, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore tendered to the Court is approved in all respects and made a part of this decree, by inclusion, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fifth Circuit Court of Davidson County, Tennessee, a petition for absolute divorce filed by BETTY JOYCE ROGERS, hereinafter referred to as Wife. against BILLY LEE ROGERS, hereinafter referred to as Husband, under Docket No. 83739, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and submit same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have been advised of their respective rights and responsibilities by their counsel, and

WHEREAS, it is the desire of these parties to make this a full and final settlement of their rights and obligations.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

(1) Wife will proceed to trial to obtain an absolute divorce on a non-contested basis.

(2) The absolute care, custody and control of the two minor children of the parties, to-wit: Cindy Rogers and Teresa Rogers, will be awarded to Wife, with right of reasonable visitation reserved to Husband.

(3) Husband agrees to continue to pay all of the debts of the parties, including the house note and utilities and to give Wife $50.00 per week for support and maintenance for the months of September and October 1976. Beginning with the month of November, 1976, Husband will pay $175.00 per month, per child, as child support, making a total monthly payment of $350.00, said payments to be made directly to Wife, and continue each month hereafter until further orders of the Court.

(4) Husband agrees to purchase for Wife an automobile in good mechanical condition, at a retail purchase value of $2,000.00, plus the trade-in of the old car presently at their house, and to give

Wife, a free, clear and unencumbered title to said, or to make all the payments until such time as he can provide her with a free and clear title to said automobile.

(5) All right, title and interest which the Husband has in and to the house and lot of the parties located at 513 Leeanne Drive, Nashville, Davidson County, Tennessee, shall be divested out of him and the ownership of said property shall be vested in the Wife, in fee simple, absolute, it being her responsibility to pay the balance of mortgage indebtedness thereon.

(6) Husband agrees to pay all current debts and obligations of the parties, including hospital, medical and doctor expenses, Cain Sloan, United Rental Agency and any other bills in effect as of the date of the signing of this Agreement.

(7) Husband will receive his personal belongings, including clothing and tools, and jewelry.

(8) Husband agrees to maintain in full force and effect hospital and medical insurance for the benefit of the minor children until they attain the age of eighteeen (18) years and will be responsible for payment of one-half of any extraordinary medical expenses for the minor children not covered by insurance.

(9) Husband agrees to maintain in full force and effect life insurance on his life for the benefit of the minor children until they attain the age of eighteen (18) years.

(10) Husband agrees to give Wife an additional sum of $50.00 per child during the month of December and prior to Christmas in order that she might purchase Christmas presents for the children.

(11) Husband agrees to hold Wife harmless and indemnify her from any responsibility or loss that she may incur from any of the obligations or indebtedness of the parties in existence at the time of the signing of this Agreement and especially hospital, doctor and medical expenses, Cain Sloan, United Rental Agency.

(12) All right, title and interest which the Husband has in and to the household furniture, furnishings and personal property of the parties shall be divested out of him and the sole and exclusive ownership of said personal property shall be awarded to the Wife, with the exception of the items in paragraph (7).

(13) Husband agrees to pay Wife's solicitor of record, Robert L. Jackson, an additional attorney fee of $100.00, said fee to be paid upon the signing of this Agreement.

Both parties agree to sign any and all documents, deeds, titles or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this agreement in its entirety prior to signing and have signed same voluntarily, without coercion, duress or undue influence.

WITNESS OUR HANDS, this 14 day of Sept, 1976 as to Wife and the 15 day of Sept, 1976 as to Husband.

Betty Joyce Rogers
WIFE

Billy F. Rogers
HUSBAND

Robert L. Jackson
ATTORNEY FOR WIFE

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It is further ORDERED AND ADJUDGED that all right, title and interest which the defendant has in and to the house and lot of the parties located at 513 Leeanne Drive, Nashville, Davidson County, Tennessee, and more particularly described as follows:

> Being Lot No. 422 on the Plan of Whispering Hills, Section II-C, as of record in Book 2663, pages 66 and 67, Register's Office for Davidson County, Tennessee.
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> Said Lot No. 422 fronts 72 ft. on the southerly side of Leeanne Drive and runs back 193.4 ft. on the westerly line and 184.7 ft. on the easterly line, to a dead line in the rear, being a broken line, on which it measures 96 ft.
>
> Being the same property conveyed to Billy Lee Rogers and wife, Betty J. Rogers, by deed from Robert W. Parkhurst and wife, Sandra H. Parkhurst, of record in Book 4444, page 387, Register's Office for said County.

is divested out of him and the ownership of said real property is vested in the complainant, Betty Joyce Rogers, in fee simple, absolute, it being her responsibility to pay the balance of mortgage indebtedness thereon, and hold defendant harmless and indemnify him from any liability thereon.

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

JUDGE

32B/1107 Docket No. 83739

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Betty Joyce Rogers *Plaintiff, and* Billy Lee Rogers *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* October *in the year one thousand nine hundred and* seventy six *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Rutherford, *D. C.*