Map 128.14
Dec. 193

MARSHA JYL STILES ROGERS	)	IN THE FIFTH CIRCUIT COURT
VS. FILE NO. 88349	)	AT NASHVILLE, TENNESSEE
LARRY THOMAS ROGERS	)	BOOK 5334 PAGE 828

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on July 25, 1978, before the Honorable Stephen North, Judge, holding the Fifth Circuit Court of Davidson County, Tennessee, at Nashville, upon the Complaint for Absolute Divorce, personal service of process on the defendant, default heretofore entered against the defendant who withdrew his Answer by the provisions of a Consent Order entered herein, testimony of the plaintiff, statement of counsel and the entire record; and it appearing to the satisfaction of the Court that the defendant has been personally served with process; that there are irreconcilable differences between the parties; that the parties have made adequate and sufficient provision by written Agreement for the custody and maintenance of the one child of the marriage and for the equitable settlement of their property rights; and that the plaintiff is entitled to be awarded an Absolute Divorce from the defendant; wherefore,

It is therefore ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting between the parties be, and they are hereby, forever and perpetually dissolved; that Marsha Jyl Stiles Rogers, plaintiff, be, and she is hereby, awarded an Absolute Divorce from Larry Thomas Rogers, defendant; and that she is restored to all of the rights and privileges of an unmarried person.

And the Court being satisfied in accordance with the above finding that the parties have made adequate and sufficient provision for the custody and maintenance of their minor child and for the equitable settlement of their property rights; that they have entered into and executed a Property Settlement and Custody Agreement, the original of which has been filed and made a part of the record herein and which is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT

This Agreement, made and entered into on this 24th day of July, 1978, by and between Marsha Jyl Stiles Rogers, hereinafter called WIFE, and Larry Thomas Rogers, hereinafter called HUSBAND, both of whom are residents of Nashville, Davidson County, Tennessee.

WITNESSETH:

Whereas, the parties hereto have been married since January 21, 1966 and there is one child of their union, namely, Casey Rhett Rogers, who was adopted by the parties and who was born on July 28, 1971;

Whereas, certain irreconcilable differences and difficulties have arisen between WIFE and HUSBAND and they now live apart from each other without any expectation or hope of resuming their marital relationship;

Whereas, WIFE has initiated a divorce action against HUSBAND and said action is pending in the Fifth Circuit Court of Davidson County, Tennessee under file number 88349;

Whereas, WIFE and HUSBAND desire to enter into this Agreement, providing for, insofar as it is proper for them to do so, a division of their property, alimony in solido for WIFE, child support for the minor child of the parties, and custody of said child with appropriate visitation privileges; and,

Whereas, both parties hereto desire to reduce their agreement to writing with the understanding that the same will be presented for final approval to the Court having jurisdiction of said divorce proceeding at the time of a final hearing thereof;

Now, therefore, for and in consideration of the premises and other good and valuable considerations, it is mutually agreed by and between WIFE and HUSBAND as follows:

1. That WIFE will have custody of the minor child of the parties and the visitation privileges which HUSBAND shall have with said minor child will be extremely liberal and reasonable, all as set forth in a Memorandum Visitation Agreement between the parties, a copy of which each party acknowledges having, subject, however, to WIFE having the privilege of retaining said child for a weekend once each month if she so desires; that the parties will allow the visitation privileges

7. That all right, title and interest of plaintiff in and to the residence of the parties, located at 7321 Coronado Court, Nashville, Tennessee, 37221, shall be divested out of her and all right, title and interest in and to said property shall be vested entirely and in fee simple absolute in HUSBAND, subject to any encumbrances thereon which HUSBAND agrees to assume and as to which he will hold WIFE harmless; and HUSBAND further agrees to pay to WIFE the sum of $13,276.50 as her part of said property heretofore jointly owned by them no later than thirty days from the approval of this Agreement by the Court.

The divestiture of title out of plaintiff and the vesting of title in defendant shall take place at the time of the Court approval of this Agreement and, if deemed necessary by counsel for defendant, plaintiff agrees to execute a quitclaim deed in which she will convey all of her right, title and interest in and to said property to defendant;

8. That HUSBAND will pay as his part of plaintiff's counsel fees the sum of Fifteen Hundred Dollars to Tom H. Proctor, Jr., attorney for plaintiff;

9. That defendant will pay the costs of this cause; and,

10. That the provisions of this Agreement are fair, adequate and satisfactory to both of them and that said provisions resolve all of their differences with respect to support for WIFE and child, division of property and custody of the minor child of the parties with appropriate visitation privileges; and that this Agreement in its entirety is binding upon them, their heirs, representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day above first written.

S/ MARSHA JYL STILES ROGERS
MARSHA JYL STILES ROGERS
WIFE

S/ TOM H. PROCTOR, JR.
WITNESS AS TO WIFE

S/ LARRY THOMAS ROGERS
LARRY THOMAS ROGERS
HUSBAND

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S/ TYREE B. HARP
WITNESS AS TO H

which they have agreed on to prevail subject to such future modifications thereof as the Court may determine on a proper showing by either of said parties in accordance with what is in the best interests and welfare of said child; and that visitation may change at any time upon the mutual consent of the parties;

2. That effective for the month after the month in which a divorce may be granted to either of the parties and continuing thereafter until further order of the Court, HUSBAND shall pay to WIFE the sum of Two Hundred Dollars ($200.00) per month as child support and maintenance, said amount to be paid on or before the fifth day of each month;

3. That HUSBAND and WIFE have divided their household goods, furniture and other furnishings as well as their respective personal effects; that WIFE agrees that those items which HUSBAND presently has in his possession consisting of household goods, furniture, furnishings and personal effects shall become his sole and separate property, free from any claim thereon by WIFE; and that, further, HUSBAND agrees that those items of household goods, furniture, furnishings and personal effects which WIFE has presently in her possession shall become her sole and separate property, free from any claim thereon by HUSBAND;

4. That HUSBAND will maintain the parties' minor child as principal and sole beneficiary on Twenty-five Thousand Dollars or one-half of his life insurance coverage, whichever amount is greater, and said child shall be retained as the beneficiary, as aforesaid, until he attains the age of twenty-two years;

5. That HUSBAND will transfer title to a certain 1972 MG Midget automobile to WIFE and said automobile shall become her sole and separate property, free from any claim thereon by HUSBAND;

6. That the mutual fund shares, savings account and bonds which HUSBAND and WIFE have held for the use and benefit of their minor child shall continue to be held by them for his use and benefit, primarily for educational purposes, and same shall be made available to said child at appropriate times or as the need arises with HUSBAND and WIFE to agree on such times and needs before the transfer of any funds may be made;

and that said Agreement should be approved in its entirety, its provisions being fair, reasonable and equitable; wherefore,

It is accordingly ORDERED, ADJUDGED and DECREED that the above set forth Agreement be, and it is hereby, approved in its entirety and the provisions thereof are made the judgment of this Court as if each and every element contained therein were separately adjudicated herein.

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest of plaintiff in and to certain improved real estate located at 7321 Coronado Court, Nashville, Davidson County, Tennessee, 37221, be, and the same is hereby, divested out of her and all right, title and interest in and to said property is hereby vested entirely and in fee simple absolute in the defendant, Larry Thomas Rogers, subject to any and all outstanding encumbrances thereon which said defendant shall assume and as to which he shall hold plaintiff harmless.

It is further ORDERED, ADJUDGED and DECREED that Tom H. Proctor, Jr., attorney for plaintiff, have and recover of Larry Thomas Rogers the sum of Fifteen Hundred Dollars which said defendant has agreed to pay to said attorney as his portion of counsel fees for representing plaintiff herein.

The costs of this cause will be paid by defendant and execution will issue if necessary.

Enter on this 25 day of July, 1978.

JUDGE

APPROVED FOR ENTRY:

TOM H. PROCTOR, JR.
ATTORNEY FOR PLAINTIFF

TYREE B. HARRIS
ATTORNEY FOR DEFENDANT

MINUTES ON THE 25th DAY OF JULY, 1978

E 8 7 2 8 6 BOOK 5334 PAGE 833

IDENTIF. REFERENCE

SEP 7 9 38 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

SEP-7 MISC 8* 12.00 * 12.00

88349

STATE OF TENNESSEE

Minute Book 36A
page 644

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* Marsha Jyl Stiles Rogers *Plaintiff, and* Larry Thomas 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* 6th *day of* September *in the year one thousand nine hundred and* Seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Lackey, *D. C.*

Form #GR-117