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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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| TRESSA LOUISE FARMER | ) | BOOK 5394 PAGE 806 |
| -vs- | ) | NO. 91516 |
| AUGUSTAS ERVIN FARMER | ) | |

FINAL DECREE

This cause came on to be heard this 25th day of October, 1978 before the Honorable Stephen North, Judge, upon the original bill, the Answer thereto, deposition submitted, and Property Settlement Agreement submitted to the Court. From the foregoing, it appears to the Court that the parties have encountered certain irreconcilable differences within their marriage.

It is accordingly ORDERED, ADJUDGED AND DECREED that plaintiff be, and she is hereby awarded an absolute divorce from defendant, and that the parties be restored to all of the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement executed by the parties be in all things incorporated into and made a part of this Final Decree. Said Agreement is in words and figures as follows:

"PROPERTY SETTLEMENT AGREEMENT"

"THIS AGREEMENT, made and entered into at Nashville, Davidson County, Tennessee, by and between TRESSA LOUISE FARMER, sometimes hereinafter referred to as 'Wife', and AUGUSTAS ERVIN FARMER, sometimes hereinafter referred to as 'Husband';

"W I T N E S S E T H:

"WHEREAS, Wife and Husband are experiencing serious marital difficulties and are living separate and apart from each other; and,

"WHEREAS, there is presently pending in the Fifth Circuit Court of Davidson County, Tennessee, a divorce action between said parties under docket No. 91516; and,

"WHEREAS, the parties hereto desire to settle all questions of child custody and property rights between them, not in collusion, but fully aware that said Agreement is made subject to the approval of the Court.

"NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings, hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

"1. That Wife shall have the custody of the minor children of the parties, namely, Tressa Gail and Kelly Michelle. Husband shall have the right to visitation with said minor children on every other weekend from Friday evening to Sunday afternoon, and at all other reasonable times and places as may be agreed to between the parties.

"2. That Husband shall pay for the support and maintenance of the said minor children of the parties in the sum of Sixty and NO/100 ($60.00) Dollars per week directly to Wife with the first payment to become due on the first Saturday following the execution of this Agreement, and each Saturday thereafter until the minor children shall attain their majority.

"3. That the parties are owners as tenants by the entirety of a tract of land and mobile home located thereon on 4831 Eaton's Creek Road, Nashville, Davidson County, Tennessee; that all interest in and to said lot and mobile home shall be divested out of Husband and vested into Wife. Wife shall be solely responsible for any remaining mortgage or indebtedness on said lot and mobile home and agrees to hold Husband harmless therefor.

"4. That the parties are owners as tenants by the entirety of a homeplace located at 4853 Eaton's Creek Road, Nashville, Davidson County, Tennessee, as well as a five-acre tract of land on which said homeplace is located; that all interest in and to said homeplace, aforesaid, shall be divested out of Wife and same shall be vested into Husband. Husband shall be solely responsible for any remaining mortgage on said property (either existing or to be obtained) and Wife shall be hald harmless therefor. Wife shall hold a lien or second mortgage on the homeplace located at 4853 Eaton's Creek Road to secure the payment of Five Thousand and NO/100 ($5,000.00) Dollars by Husband to Wife. Said sum shall be paid by Husband to Wife within a period of five (5) years, or at such time as the property is sold. If said lien is not paid within said five year period, the parties agree that said homeplace shall be placed on the market and sold to the highest bidder.

"5. Wife shall have as her sole and separate property all furniture presently located in the homeplace located at 4853 Eaton's Creek Road, Nashville, Davidson County, Tennessee.

"6. Husband agrees to pay all medical and dental bills incurred by the minor children of the parties until they attain their majority.

"7. Husband shall have as his sole and separate property the savings account of the parties in the approximate amount of Five Thousand and NO/100 ($5,000.00) Dollars, with Wife retaining no interest thereto.

"8. The parties agree that each shall retain any automobile they presently have in their possession with all right, title and interest thereto being divested from the other and vested solely in the party retaining possession thereof. Each further agrees to be solely responsible for any remaining indebtedness on the vehicle in their possession and shall hold the other harmless therefor,

"9. The parties agree to each be solely responsible for any debts, obligations or liabilities they may have incurred since their separation, unless otherwise herein provided, and each agrees to hold the other harmless therefor.

"10. This Agreement shall take effect immediately upon the signing of same by the parties.

"11. This Agreement shall be governed by the laws of the State of Tennessee.

"12. This Agreement contains the entire Agreement between the parties and there are no misunderstandings, either expressed or implied not specifically contained herein; that neither party shall have the right against the other growing out of the marital relationship if the same is not specifically provided for in this Agreement. This Agreement supersedes any and all prior agreement between the parties.

"13. Each party shall, at all times, and from time to time hereinafter, take any and all steps to execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

"14. It is understood and agreed by and between the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation for any reason not herein stated. The provisions of this Agreement and their legal effect have been fully explained to each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

"EXECUTED on this the 31st day of October, 1978."

/s/ Tressa Louise Farmer
TRESSA LOUISE FARMER, "Wife"

/s/ Augustas Ervin Farmer
AUGUSTAS ERVIN FARMER, "Husband"

All of the foregoing is made the ORDER of this Court, for which execution may issue, if necessary.

Enter this 9th day of November, 1978.

STEPHEN NORTH, JUDGE

APPROVED FOR ENTRY:

J. W. RUTHERFORD
Attorney for Plaintiff

A COPY OF THIS PLEADING
HAS BEEN FURNISHED Jas. R. Omer,
ADVERSARY COUNSEL OF RECORD,
AS REQUIRED BY T.C.A. 20-714,
ON THIS _____.
RUTHERFORD, CROCKETT, & GUENTHER
By J. W. Rutherford

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IDENTIF. REFERENCE
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FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

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# 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* Tressa Louise Farmer *Plaintiff, and* Augustas Ervin Farmer *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* 13th *day of* February *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*
*By* D. Buttrey, *D. C.*

Form #GR-117