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7th

~~FOURTH~~

IN THE ~~FIFTH~~ CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 5452 PAGE 695

LINDA FAYE BLOODWORTH MARTIN]

VS.] NO. 89384

KENNETH EDWARD MARTIN]

D E C R E E

This cause came on to be heard on this the 21st day of November, 1978, before the Honorable Stephen North, Judge, Division V, Circuit Court of Davidson County, Tennessee, upon the original petition heretofore filed, personal service of process and default judgment, the defendant having failed to answer the same within the time prescribed by law. From the testimony of the plaintiff, statement of counsel, and from a review of the entire record of this cause, the Court is of the opinion that the plaintiff did successfully sustain her grounds for divorce, that is, that such irreconcilable differences now exist between the parties as to make a continuation of this marriage not to the best interests of the parties or to society as a whole.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Linda Faye Bloodworth Martin, is awarded an absolute divorce from the defendant, Kenneth Edward Martin, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the property settlement agreement entered into by and between the parties be made a part of this the final decree as follows:

F 35534

IDENTIF. REFERENCE

JUN 20 12 06 PM '79

FELIX ALLISON II REGISTER
DAVIDSON COUNTY, TENN.

CHECK

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PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Linda Faye Bloodworth Martin, hereinafter known as "Wife", and Kenneth Edward Martin, hereinafter known as "Husband" are presently husband and wife, but that certain irreconcilable differences exist in their marriage that make it impractical and not to the best interest of either party or society as a whole that the marriage continue; and

WHEREAS, Wife is in the process of filing a petition for absolute divorce in the Domestic Relations Courts of Davidson County, Tennessee, wherein she alleges the existence of said aforementioned irreconcilable differences; and

WHEREAS, at this time, the parties desire to enter into an agreement pertaining to questions of child custody, and in addition thereto, to disposition of all properties, either personal or real now owned by the parties, and/or to divide said properties by and between the parties, the parties agree as follows:

(1) The care, custody and control of the minor children of the parties, Corey and Lisa, shall be vested in the Wife, with the right and privilege of Husband to see and visit said aforementioned children at reasonable times and places. As support for said aforementioned children, Husband shall pay to Wife the sum of $100.00 per week. Said payments shall be made directly to Wife by appropriate check, in order

that a record may be kept of said aforementioned payments. Said payments shall be due and payable on Monday of each week, subsequent to the execution of this agreement. The parties further agree that each party shall claim one child as a dependent for income tax purposes.

(2) The parties currently own a farm consisting of approximately 18 1/2 acres located on Brick Church Pike in Davidson County, Tennessee, but said property is in the process of being sold for the sum of $67,000.00. The net proceeds realized from the sale of said property after payment of the encumbrance existing against said property and the cost related to the sale of the property, will be divided equally between Husband and Wife.

(3) Husband will deed to Wife all of his right, title and interest in and to certain real property located at 333 Harris Street in Madison, Tennessee. Wife will assume the responsibility for the payment of the mortgage indebtedness against said property, and will hereafter hold Husband harmless from any further responsibility therefor.

(4) Husband will relinquish to Wife all of the monies currently on deposit in two savings accounts at First American National Bank, one being in the name of Husband and Wife in the approximate amount of $11,500.00, and the other being in the name of Husband and Wife, Agent, for their son, Corey, in the approximate amount of $2,500.00, both accounts totaling approximately $14,000.00.

(5) Husband will transfer to Wife all of his right, title and interest in and to a 1976 Buick Skyhawk automobile, and a 1975 Ford Mustang automobile, and will execute such documents as may be necessary to have said automobiles titled in the name of Wife.

(6) The Wife will transfer to Husband all of her right, title and interest in and to a Farmall tractor, a 1975 Ford pickup truck, a 1976 Ford pickup truck, and a 1973 Chevrolet van, and Wife will execute all documents necessary to enable the transfer of title to said aforementioned vehicles to the name of Husband. Husband will assume all responsibility for outstandin debt of approximately $2,500.00 owed to Production Credit Association of Springfield on aforementioned 1975 Ford truck and will hold wife harmless from any further responsibility with regard thereto.

(7) Wife will relinquish any claim that she may have in regard to a bank account in the First American National Bank in the name of Ken Martin Paint and Body Shop. In addition thereto, Wife will relinquish to Husband any claim that she might have in respect to the equipment located at the Ken Martin Paint and Body Shop, or to any outstanding accounts receivable, payable to Husband, or to Ken Martin Paint and Body Shop. Husband, however, will assume all outstanding obligations in regard to the business known as Ken Martin Paint and Body Shop, and will hereinafter hold Wife harmless from any further liability in regard thereto.

(8) Wife will transfer to Husband all of her right, title and interest in and to eight head of cattle and two

horses, and will execute such documents as may be necessary for the transfer of these animals to Husband.

(9) Wife will transfer to Husband all of her right, title and interest in and to a boat, motor and trailer, and will execute such documents as may be necessary for the transfer of these items to the name of the Husband.

(10) The Husband will assume the responsibility for the payment of an outstanding Sears bill in the approximate amount of $300.00, and will hold Wife harmless from any further responsibility in regard thereto. Wife will assume the responsibility for the payment of the balance owed to the G.E. Credit Corporation, said balance being in the approximate amount of $1,200.00, and will hold Husband harmless from any further responsibility in regard thereto.

(11) The household furnishings currently owned by the parties will be divided equally by and between the parties in accordance with an agreement already reached by the parties.

(12) In the event that the Wife shall choose to purchase additional real property in her name and from her funds subsequent to the execution of this agreement, and prior to the time that a divorce is awarded to either party, then and in that event, Husband agrees that he will have no claim of any nature whatsoever in regard to said property, including but not limited to any claim associated with a right of

inheritance, curtesy, community property, or any other claim of any nature whatsoever on behalf of either himself or his heirs or assigns at law; and that said property shall be the exclusive property of Wife.

(13) It is agreed by and between the parties that the terms of this agreement as far as is practical and possible shall become effective immediately upon the execution of said agreement. It is further agreed that said agreement will be submitted by either party to any court in which either party may cause a domestic relations petition to be filed, with the request to the court that said agreement be ratified by the court and included in any final decree of divorce in respect to either party.

THIS AGREEMENT entered into at Nashville, Tennessee, on this the 12th day of October, 1977.

Linda Faye Bloodworth Martin

Linda Faye Bloodworth Martin, "Wife"

Kenneth Edward Martin

Kenneth Edward Martin, "Husband"

Witness

It is further ORDERED, ADJUDGED and DECREED that the care, custody and control of the minor children, to wit, Corey and Lisa, shall be vested in the plaintiff, with the right and privilege of the defendant to see said aforementioned children at all reasonable times and places. Support for said aforementioned children shall be as set forth in the property settlement agreement.

It is further ORDERED, ADJUDGED and DECREED that all of defendant's right, title and interest in and to certain real property located at 333 Harris Street, Madison, Tennessee, as is now vested in defendant, shall be divested from defendant and awarded absolutely to plaintiff. Plaintiff shall hereinafter own said property in fee simple title, and will hold defendant harmless from any future responsibility for the mortgage indebtedness existing on said property. Said property is more particularly described as follows:

> Being Lot No. 16 of Block "C" on the Map of Crittenden Estates, as of record in Book 974, page 69, Register's Office for said county.
>
> Said Lot No. 16 fronts 50 feet on the northerly side of Harris Street and runs back between parallel lines 140 feet to a dead line.
>
> Being the same property conveyed to Kenneth E. Martin and wife, Linda B. Martin, by deed from James B. Stacey and wife, Mary M. Stacey, of record in Book 3640, page 59, Register's Office, Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that each party will execute all documents necessary to effect the transfer of the properties, both personal and real, as is called for in the property settlement agreement.

The defendant will pay the costs of this cause, for which execution may issue, if necessary.

Entered this 1ST day of December, 1978.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Plaintiff

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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* Linda Faye Bloodworth-Martin *Plaintiff, and* Kenneth Edward Martin *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* June *in the year one thousand nine hundred and* 79 *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Dyer, *D. C.*

Form #GR-117