2-22-78
35B/984

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

53-7
62

TERESA LYNNE FERGUSON)
)
-v-) NO. 89394
)
MICHAEL RAY FERGUSON)

BOOK 5536 PAGE 862

FINAL DECREE

This cause came on to be heard this the 8th day of February, 1978, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the Plaintiff's original Complaint, the Default Judgment heretofore taken against the Defendant, the testimony of the Plaintiff sworn and examined in open Court and the Agreement as executed between the parties for child custody and support and division of the parties' property, from all of which it appears that there exist irreconcilable differences between the parties and that the parties have made and signed an Agreement for child custody and support, division of the parties' property, attorney's fee and Court costs,

It is, accordingly, ORDERED, ADJUDGED and DECREED that the Plaintiff, Teresa Lynne Ferguson, is hereby granted an absolute divorce from the Defendant, Michael Ray Ferguson, and is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the aforementioned Agreement for child custody and support, division of the parties' property, attorney's fee and Court costs be made a part of this Final Divorce Decree, enforceable by the Court, said Agreement provides as follows:

A G R E E M E N T

This agreement made and entered into this 28th day of November, 1977, by and between TERESA LYNNE FERGUSON, hereinafter called Wife and MICHAEL RAY FERGUSON, hereinafter called

Husband, both of Davidson County, Tennessee;

WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconcilable; and,

WHEREAS, the Wife has initiated action to commence a divorce proceeding in a Court in Davidson County, Tennessee;

AND WHEREAS, the parties are mutually desirous of adjusting the property rights between them and providing for the custody and support of the parties' minor children, namely Heather Lynne Ferguson and Joshua Ray Ferguson, and resolving all matters incident to a divorce;

NOW THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

1. The parties have divided the household furniture, furnishings and appliances among themselves and each has all of the said items that he or she intend to make claim for.

2. The Husband shall have the parties' home at 2013 Elliott Drive, Old Hickory, Tennessee and he shall save and hold the Wife harmless from any claims for the mortgage on said property.

3. The Husband will pay all the parties' bills that were incurred prior to the date of separation.

4. The Wife shall have the care, custody and control of the parties' two minor children and the Husband shall have reasonable visitation with said children.

5. The Husband shall pay to the Wife's attorney, J. K. Woodard, the sum of $250.00 at the rate of $5.00 per week for representing her in this cause and he shall pay the Court costs.

6. The Husband shall pay to the Wife the sum of $40.00 per week for support of the parties two minor children.

7. Each party presently has an automobile. The Wife has an automobile titled to her and the Husband has an automobile titled to him. Neither party will make a claim against an automobile titled to the other party.

Both parties have read this agreement and understand its legal effect. The Wife has been represented and advised by an attorney in this matter. The Husband is aware of his opportunity to have the advice of a lawyer but he chooses not to have said advice.

This agreement is not intended and does not have any bearing on either parties' right to a divorce, and it is not to be construed as an agreement for either party to obtain a divorce, the parties recognizing that the prerogative of granting a divorce rests in the sole discretion of the Court.

In the event a divorce is granted, this agreement, or the substance of this agreement, shall be effective and incorporated in any Final Decree of Divorce.

WITNESS our hands the day and date above written,

/s/
TERESA LYNNE FERGUSON

/s/
MICHAEL RAY FERGUSON

It further appearing to the Court the said Agreement is signed by the parties and properly acknowledged, and that the Court is of the opinion that said Agreement is fair and reasonable and the Court does hereby ratify and approve said Agreement and makes it a part of this Decree, and orders and directs each of the parties to sign and execute all legal documents which may be necessary to affect each and every transfer of interest or release mentioned and agreed to by the terms of the foregoing Agreement.

It is further ORDERED, ADJUDGED and DECREED that any interest of Teresa Lynne Ferguson in and to the parties' home at 2013 Elliott Drive, Old Hickory, Tennessee, is divested out of her and that title to said property is vested solely, absolutely and

exclusively in the said Michael Ray Ferguson, subject to any existing encumbrances thereon. Said property being described as follows:

Land in Davidson County, Tennessee, described as follows, to-wit:

Being Lot No. 6 of Block 12 on the Map of Dabbs and Elliott Subdivision No. 1, Old Hickory, of record in Book 547, page 97, Register's Office for said County.

Said Lot No. 6 fronts 50 feet on the north-easterly side of Elliott Avenue and runs back between parallel lines 100 feet to a dead line.

Being the same property conveyed to Michael R. Ferguson and wife, Teresa L. Ferguson by deed from Frances Kinzer of record in Book 4923, page 305, Register's Office for Davidson County, Tennessee.

The costs are charged to the Defendant, Michael Ray Ferguson.

Entered this 22nd day of February, 1978.

JUDGE

RECEIVED
FEE $ 6.55
IDENTIF. REFERENCE
NOV 28 3 19 PM '78
FELIX E. ALSUP, III REGISTER
DAVIDSON COUNTY, TENN.

Approved for Entry:

J. K. Woodard
Attorney for Plaintiff

STATE OF TENNESSEE

Minute Book 35B
page 948

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* Teresa Lynn Ferguson *Plaintiff, and* Michael Ray Ferguson *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* 28th *day of* November *in the year one thousand nine hundred and* Seventy-nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Lackey, *D. C.*