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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ALMA JOAN CRAWFORD VENTRESS)
)
vs.) NO. 95638
)
JAMES DONNIE VENTRESS)

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FINAL DECREE

This cause came on to be heard the 10th day of September, 1979, before the Honorable Benson Trimble, Judge, upon the original complaint of plaintiff, default entered against the defendant, and upon the entire record in the cause, from all of which it appearing to the satisfaction of the Court that the parties have irreconcilable differences, and that they have entered into a property settlement agreement, and that the plaintiff is entitled to an absolute divorce from the defendant, it is accordingly

ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and they hereby are forever and perpetually dissolved, and the plaintiff is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

The settlement agreement entered into between the parties is fully approved by the Court, and is attached hereto and made a part hereof, the same as if copied herein verbatim.

The defendant will pay the costs, for which ~~execution~~ may issue if necessary.

Enter this 18 day of September, 1979.

JUDGE

APPROVED FOR ENTRY:

Attorney for Plaintiff

9-18-79

MINUTES, SEPTEMBER EIGHTEENTH, 1979

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ALMA JOAN CRAWFORD VENTRESS	)	
	)	
vs.	)	NO. 95638
	)	
JAMES DONNIE VENTRESS	)	

SETTLEMENT AGREEMENT

This Agreement made and entered into this 25th day of May, 1979, between Alma Joan Crawford Ventress, hereinafter called Wife, and James Donnie Ventress, hereinafter called Husband;

WITNESSETH:

WHEREAS, the parties have been married since August 1, 1969, and there have been born of this union two children, Steven Gregory Ventress, age 8 years, and Cynthia Renee Ventress, age 2 years; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action is pending in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the desire of the parties to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in a mutually acceptable manner, such that said divorce action may proceed uncontested;

NOW, THEREFORE, it is agreed by and between Husband and Wife as follows:

1. Wife shall have and retain the exclusive custody, care and control of the minor children of the parties, Steven Gregory Ventress and Cynthia Renee Ventress, with the Husband retaining visitation rights at all reasonable times and places.

2. Husband shall pay to the Wife, as child support, the sum of Sixty and no/100 ($60.00) Dollars each week, until the youngest

child obtains her majority.

3. Husband further agrees to pay all medical and dental expenses of said children as they may be incurred.

4. Husband agrees that all of his right, title and interest in and to the residence of the parties located at 729 Oakdell Drive, Madison, Davidson County, Tennessee, as hereinafter described, shall be divested out of him and vested in the Wife. He further agrees that he will execute a deed of his interest to the Wife upon request.

Said property is more fully described as follows:

Being Lot No. 15 of Madison Park Subdivision (Block B on the Map of the re-subdivision of Power & Roth's Subdivision), as of record in Book 843, page 75, Register's Office for Davidson County, Tennessee.

Said Lot No. 15 fronts 50 feet on the easterly side of Oakdale Avenue, and runs back between parallel lines 145 feet to the rear line of Lot No. 28.

Being the same property conveyed to James Donnie Ventress and wife, Alma Joan Ventress, by deed from Roy H. Wood and wife, Elise M. Wood, of record in Book 4449, page 850, Register's Office for said County.

Wife agrees that in the event said house should be sold within a period of five years from the date of the decree of divorce, if it should be granted, to pay to the Husband one-half (1/2) of the net equity derived from said sale, after repayment of all obligations incurred by reason of ownership of said house, including money borrowed for down payment and improvements. The interest of the Husband shall be a lien on the property for a period of Five years as set forth above.

5. The following items of personal property of the parties shall become the sole property of the Husband, and Wife relinquishes all right, title and interest in said property.

(1) Desk, filing cabinet and living room furniture located in said residence.

(2) 1978 Pontiac Firebird Formula automobile, now registered in the sole name of the Husband.

(3) The motorcycle and trailer now registered in Husband's name.

6. The following items of personal property of the parties shall become the sole property of the Wife, and Husband relinquishes all right, title and interest in said property.

(1) All household furniture and furnishings now contained in the residence of the parties with the exception of the desk, filing cabinet and living room furniture stated above.

(2) 1975 Ford Granada automobile now registered in the names of each of the parties. Husband agrees to transfer his interest in said property to the Wife.

7. The following indebtedness of the parties is assumed by the Husband, and he agrees to hold the Wife harmless therefrom.

(1) General Electric Credit Corp.

(2) Master Charge.

(3) GMAC chattel mortgage on Pontiac automobile becoming the Husband's property.

8. The following indebtedness of the parties is assumed by the Wife, and she agrees to hold the Husband harmless therefrom.

(1) Mortgage on the residence of the parties at First Federal Savings & Loan Association.

(2) GMAC chattel mortgage on 1975 Ford Granada automobile becoming the Wife's sole property.

(3) Sears Roebuck & Co.

9. Husband agrees to pay the Court costs and one-half (1/2) of Wife's attorney's fee pertaining to the divorce action.

10. In further consideration of this agreement, Husband and Wife hereby release the other, their heirs, executors, administrators and assigns from any and all rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relationship of the parties, except as expressly provided for in this agreement.

11. The parties desire that this agreement be incorporated and made a part of any final decree of divorce that may hereafter

be entered in the Fourth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it may be submitted to the Court for its ratification and approval.

12. It is understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Each party acknowledges that he and she have read this agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party further agrees to abide by the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this the day and date first above set forth.

F 96046

IDENTIF. REFERENCE

Jul 2 3 41 PM '80

FILED IN OFFICE OF REGISTER DAVIDSON COUNTY, TENN.

RUSH

/s/ Alma Joan Crawford Ventress
ALMA JOAN CRAWFORD VENTRESS

/s/ James Donnie Ventress
JAMES DONNIE VENTRESS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named Alma Joan Crawford Ventress and James Donnie Ventress, the bargainors, who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office at Nashville, Tennessee, this 25 day of May, 1979.

/s/ Evelyn Campbell
NOTARY PUBLIC

My commission expires: 4-25-82

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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* ALMA JOAN CRAWFORD VENTRESS *Plaintiff, and* JAMES DONNIE VENTRESS *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* 2nd *day of* July *in the year one thousand nine hundred and* eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By G. Knight, *D. C.*

Form #GR-117