IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

SHARON ANN DAFFER,
PLAINTIFF,

VS.

TERRELL EDWIN DAFFER,
DEFENDANT.

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DOCKET NO. 95321

IDENTIF. REFERENCE
SEP 24 3 21 PM '80
60941

ORDER

This cause came on to be heard on this the 17th day of September, 1979 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original complaint for divorce, personal service had on the defendant, answer and counter-complaint filed by the defendant and answer by the plaintiff and that the defendant has withdrawn his answer and counter-complaint and the matter tried uncontested as pertains to the divorce, from testimony of witnesses in open Court, and statement of counsel and the entire record, from all of which the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct toward the plaintiff as to render further cohabitation unsafe and improper.

IT IS, THEREFORE, 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 that the plaintiff, Sharon Ann Daffer, be and she hereby is awarded an absolute divorce from the defendant, Terrell Edwin Daffer, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement, signed by the parties, is in words and figures as follows:

Property Settlement Agreement

This agreement, made and entered into on this 17th day of September, 1979, by and between Sharon Ann Daffer, hereinafter referred to as "Wife", and Terrell Edwin Daffer, hereinafter referred to as "Husband", both parties being residents of Davidson County, Tennessee at the time of the filing of the divorce;

Witnesseth:

Whereas, husband and wife were married on February 20, 1977 in Goodlettsville, Tennessee and no children have been born to the marriage; and

Whereas, husband and wife are presently living separately and apart and a divorce action is pending; and

Whereas, the parties desire to settle any dispute they might have with one another in regard to a division of their property; and

Whereas, the parties are entering into this agreement for the sole purpose of assisting the Court in making an equitable distribution of the property of the parties;

Now, therefore, it is mutually agreed between the parties as follows:

1. Husband shall pay to wife the sum of $5,000.00 to be paid in equal monthly amounts of $500.00 each month with the first payment to be made on October 15, 1979. The payments are to be made by husband sending the checks to the attorney for the wife, Thomas C. Binkley, 300 James Robertson Parkway, Nashville, Tennessee 37201.

2. To secure the payment shown above, husband shall execute a deed of trust on his property located at 719 South Dickerson Road, Goodlettsville, Tennessee. Husband shall paid for recording costs for this deed of trust and wife, upon the final payment, shall execute a release releasing this deed of trust.

3. Husband will deliver a note which was executed by wife's parents in the original amount of $2500.00 to wife, said note marked paid in full by husband.

4. Husband shall pay all the costs of this cause, to include the court reporter's fees for appearance in Court at the trial and the cost for discovery deposition.

5. Husband shall pay $600.00 to Thomas C. Binkley as his portion of attorney's fees in this cause.

6. Wife shall receive the following furniture and household goods, which was hers prior to the marriage. These are as follows:

(a) Kitchen -

Towels
Cooking utensils
China
Silver
2 Paintings
Toaster
Mixer

(b) Downstairs Bedroom -

End table
2 Lamps
Clock Radio
Wooden horse

(c) Den -

Oriental rug
End table
Coffee table
Chair
Aquarium
Record albums and tapes

(d) Bar -

Crystal
Glassware
Refrigerator

(e) Dining Room -

Etegree and decor items

(f) Upstairs Bedroom -

Bookcase
Books
Stereo component
Table

(g) Laundry and Bath -

Clothes
Washer
2 Hampers
2 Irons
Ironing Board
Towels and linens

(h) Other items -

Vacuum cleaner
Luggage
Rocker recliner
Bicycle

7. The following items which were purchased after the marriage shall go to wife:

(a) Living Room -

Sofa
Loveseat
2 Chairs
House plants
Some decor items
Baskets
Macrame wall hanging
Drapery
Chinese paintings on silk
Brass lamp
Humidifier
Etegree

(b) Laundry and Bath -

Clothes dryer

8. All of the remaining items of furniture in the home shall be the property of husband.

It is understood and agreed that this instrument is not an agreement to obtain or not to obtain a divorce, nor does it in any way affect the rights of the parties to prosecute his or her suits in the Courts of Davidson County, Tennessee, or the right of the other party to defend same, but is simply and solely a property settlement agreement between the parties.

This 17th day of September, 1979.

Sharon Ann Daffer

Witness

Terrell Edwin Daffer

Witness

The property settlement agreement is approved by the Court in all respects and made a part of the order of this Court.

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

BENSON TRIMBLE, JUDGE

9-24-79

APPROVED FOR ENTRY:

ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT

Mail:
Jon Bailey
300 Court Square Bldg
Nashville Tn. 37201

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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* Sharon Ann Daffer *Plaintiff, and* Terrell Edwin Daffer *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* 24th *day of* September *in the year one thousand nine hundred and* eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Randy Bryant, *D. C.*

Form #GR-117