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GEORGE L. ROOKER, CLERK
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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MARK ANTHONY FERGUSON

VS. NO. 80D-1903

DEBORAH JEAN REED FERGUSON

Map 161-7
Par 85 Ts
26 A

FINAL DECREE

This cause came on to be heard on the ~~25th~~ day of September 1980, before The Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the Complaint for Divorce, the Property Settlement and Child Custody Agreement, the testimony of the Plaintiff in open court, and the entire record; from all of which it duly appeared to the Court that the Plaintiff is entitled to an absolute divorce on the ground of irreconcilable differences; that the Defendant is a fit and proper person to have custody of the parties' minor child; and that the Plaintiff owes a duty to provide reasonable support for the parties' child; and that the agreement of the parties as to the division of their marital estate is ratified by the Court.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

1. That the Plaintiff, MARK ANTHONY FERGUSON, be granted an absolute divorce from the Defendant, DEBORAH JEAN REED FERGUSON, and the parties be restored to all the rights and privileges of unmarried persons.

2. That the Property Settlement and Child Custody Agreement signed by the parties is approved by the Court and incorporated as a part of the Final Decree as follows:

PROPERTY SETTLEMENT AND

CHILD CUSTODY AGREEMENT

THIS AGREEMENT, entered into this 3rd day of September, 1980, between MARK ANTHONY FERGUSON, hereinafter referred to as "Husband", and DEBORAH JEAN REED FERGUSON, hereinafter referred to as "Wife", both of Davidson County, Tennessee.

WHEREAS, marital difficulties have arisen between them and a petition for divorce has been filed on the ground of irreconcilable differences. The parties have reached an agreement as to the division of their property and child custody and wish that this understanding be reduced to writing.

NOW THEREFORE, in consideration of the execution by each of the parties of this agreement, and the mutual covenants and conditions contained herein, the parties agree as follows:

1. That the Wife's interest in the real estate owned by the parties at 524 Amalie Court, Nashville Davidson County, Tennessee, shall be conveyed to the Husband in consideration of FORTY-FIVE HUNDRED ($4,500.00) DOLLARS to be paid by Husband to Wife thirty (30) days subsequent to the granting of the Final Decree of divorce in this cause. The husband shall then be the sole owner in fee simple absolute and shall assume the full responsibility of ownership.

2. Wife will retain custody of the child of the parties, LINDE NICOLE FERGUSON, with Husband having visitation rights on alternate weekends from 8:00 a.m. Saturday through 8:00 a.m. Monday; in addition to one full week between the months of June and September, each and every year.

3. Husband agrees to pay to Wife ONE HUNDRED FIFTY ($150) DOLLARS per month as child support.

4. Husband agrees to provide medical insurance coverage for Linde until she becomes eighteen (18) years old.

5. The 1977 Toyota Celica will be the property of the Wife and she shall indemnify and hold Husband harmless for the payment of the balance due thereon.

6. The 1977 MGB will be the property of the Husband and he shall indemnify and hold Wife harmless for the payment of the balance due thereon.

7. The Husband and Wife shall divide all silverware, tableware, dishes (except china), cookware, pictures, wall hangings, and paintings owned by them; and further, that the following items shall be the property of the Husband:

Whirlpool refrigerator
Whirlpool stove
General Electric 19" color television
Stereo equipment, to wit:
- Pioneer SC680 receiver
- Pioneer PL-510 turntable
- 2 speakers
- Realistic 8-trac deck
- JVC cassette deck

Living room and bedroom draperies
Houseplants
King sized bed with mattress/springs

Chest of drawers
Dresser and mirror
Nightstand
2 lamps
Shelves
Bath curtains accessories
Whirlpool washer/dryer
Hoover vacuum cleaner
Royal electric typewriter
Yamaha acoustical guitar

And the following shall be the property of the wife:
Kitchen table and 6 chairs
Toaster
Electric can opener
Whirlpool dishwasher
China
Living room furniture, to wit:
Sofa
Coffee table
2 lamp tables
Rocking chair
2 lamps
Bed
Chest of drawers
Bath linens

8. Each party shall retain the property in his or her possession.

9. Wife agrees to pay the Court costs incident to this proceeding and any attorney's fees she may incur.

10. In consideration of Husband's agreement herein, Wife relinquishes all claims whatsoever for alimony and accepts the provisions hereof in full satisfaction of all obligations of the Husband for her support arising out of the marital relationship of the parties.

11. The parties hereto desire that this agreement be incorporated as part of any Final Decree of divorce that may be hereinafter entered.

12. Each party accepts this agreement in lieu of and in full settlement of all claims against the other, or against his or her heirs at law, next of kin or personal representatives, and each party expressly waives the right of inheritance from the estate of the other under the laws of descent and distribution of the State of Tennessee, or any other State, the right to dissent from the Will of the other and the rights of dower, curtesy, year's support, and homestead in all property and estate of the other, whether real, personal, or mixed, and wherever situated, and whether the same be now owned or possessed or hereafter acquired by the other.

13. Following the execution of this agreement, neither party will be authorized to act as agent for the other in any transaction, and each agrees that he or she will not incur any debts or obligations for which the other shall be liable or responsible, and each agrees to indemnify and hold the other party harmless against any and all debts or obligations made or incurred by him or her after the date of this agreement.

14. Each party expressly agrees that he or she has entered into this agreement after mutual consideration; that consent to the execution of this agreement has not been obtained by duress, fraud, or undue influence of any person, and that no representations of fact have been made by either party to the other, except as herein expressly set forth, and that each has full knowledge of the business and affairs and nature, extent, and value of the separate property of the other, and that this agreement is fair and reasonable.

15. This agreement shall be binding upon the respective heirs, next of kin, executors, administrators, and assigns of the parties.

16. Each of the parties agree to execute and deliver to the other party any titles or other documents that may be reasonable required to accomplish the intention of this agreement, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall consitute an actual grant, assignment, and conveyance of property and right, in such manner and with such force and effect as shall be necessary to effectuate the terms of this agreement.

17. This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement on the day and yaar first above written.

/S/Mark Anthony Ferguson
MARK ANTHONY FERGUSON

/S/ Deborah J. Ferguson
DEBORAH JEAN REED FERGUSON

ENTER this _____ day of _____, 1980.

JUDGE

T. G. HUGHES
Attorney for Plaintiff

10-7-80

I certify that a true and exact copy of the foregoing has been furnished the Defendant by mail at 2450-B David Dr., Nashville, TN.

G 15251

IDENTIF. REFERENCE

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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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* MARK ANTHONY FERGUSON *Plaintiff, and* DEBORAH JEAN REED 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* 30th *day of* October *in the year one thousand nine hundred and* eighty *and in the* ~~two hundred fifth~~ *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By T. L. Fowler, *D. C.*

Form #GR-117