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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EDWARD T. HERBERT, Plaintiff, -vs- JANICE A. HERBERT, Defendant.	)	No. 98443

FINAL DECREE

This cause came on to be heard on November 14, 1980, before Honorable Benson Trimble, Judge, upon defendant's counterclaim, plaintiff's complaint and answer to said counterclaim having been withdrawn and plaintiff not appearing to contest defendant's suit for divorce on the ground of irreconcilable differences, testimony of defendant in open court, the property settlement agreement between the parties dated November 6, 1980, and the entire record herein, from all of which the Court finds that the allegations of defendant's counterclaim as to irreconcilable differences are sustained by the proof; that irreconcilable differences exist between plaintiff and defendant; and that by said settlement agreement of the parties dated November 6, 1980, the parties have made adequate and sufficient provision for the equitable settlement of their property rights, child custody and support and alimony, and said agreement should be approved.

IT IS, THEREFORE, ORDERED and DECREED by the court that defendant, Janice A. Herbert, is granted an absolute divorce from plaintiff, Edward T. Herbert, and the bonds of matrimony heretofore subsisting between said parties are perpetually dissolved; and,

IT IS FURTHER ORDERED and DECREED by the Court in accordance with said settlement agreement as follows:

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1. Defendant shall have custody of the minor children of the parties, Letetia Graham Herbert, Amy Elise Herbert, and Edward Thomas Herbert, Jr., and plaintiff shall have rights of visitation with said children every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday and two weeks during each summer. The first such visitation shall begin on Friday, November 21, 1980.

2. All interest of plaintiff in the home owned by the parties as tenants by the entirety at 1608 Ash Valley Drive, Nashville, Davidson County, Tennessee, shall be divested out of plaintiff and vested in defendant, and plaintiff shall execute and deliver to defendant a Deed conveying to her his interest in said home. Defendant shall assume payment of the first mortgage encumbering said home, and shall hold plaintiff harmless from liability on said first mortgage. Plaintiff shall hold defendant harmless from liability on the second mortgage encumbering said home.

3. All the furniture, furnishings and appliances in said home at 1608 Ash Valley Drive shall be the property of defendant, except for two rocking chairs, two vases, and stereo equipment, which shall be the property of plaintiff.

4. Plaintiff shall pay defendant child support of $684 per month, which shall be $228 per month per child. Plaintiff's obligation to pay child support for each child shall terminate when such child dies or reaches the age of eighteen years. Said payments of child support shall be made by plaintiff to defendant on the first day of each month, beginning on the first day of December. 1980.

5. Plaintiff shall pay to defendant periodic alimony in futuro of $500 per month on the first day of each month, beginning

on the first day of December, 1980. Plaintiff's obligation to make said payments of periodic alimony shall terminate upon either the death or remarriage of defendant.

6. All interest of plaintiff in the 1977 Buick automobile of the parties shall be divested out of plaintiff and vested in defendant, and plaintiff shall execute and deliver to defendant such instruments as are necessary to transfer to her title to said automobile.

7. All interest of defendant in the 1977 Toyota automobile of the parties shall be divested out of defendant and vested in plaintiff, and defendant shall execute and deliver to plaintiff such instruments as are necessary to transfer to him title to said automobile.

8. All stock registered in plaintiff's name and all money deposited in plaintiff's name shall be and remain the property of plaintiff.

9. All stock registered in defendant's name and all money deposited in defendant's name shall be and remain the property of defendant.

10. All interests of defendant in Freeman & Associates, Realtors, Murphy-Church properties, Patterson Street properties, and the residential lot in Ocala, Florida shall be divested out of defendant and vested in plaintiff, and plaintiff shall hold defendant harmless from liability on any encumbrances or indebtednesses relating to said properties. Defendant shall execute and deliver to plaintiff such instruments as are necessary to transfer to him title to said properties.

11. Plaintiff shall keep in force, at his expense, $50,000 life insurance on his life with defendant as sole, primary beneficiary until her death or remarriage. Plaintiff's payments of premiums on said insurance shall constitute periodic alimony. In the event of the death or remarriage of defendant, the parties' three children shall be made equal beneficiaries of that insurance and plaintiff shall continue to keep said insurance in force at his expense until the youngest living child of the parties becomes eighteen years of age.

12. Plaintiff shall provide, at his expense, medical and hospitalization insurance coverage for defendant and the parties' three children. Plaintiff's obligation to provide this insurance coverage for defendant shall terminate on her death or remarriage and plaintiff's obligation to provide this coverage for the parties' children shall terminate as to each child when such child reaches the age of eighteen years.

13. Plaintiff shall pay the tuition at private schools through and including the 8th grade for the parties' two youngest children.

14. Plaintiff shall pay $6,000 to defendant's attorney, Maclin P. Davis, Jr., toward his fee for services and expenses incurred in behalf of defendant in this cause. Plaintiff shall make said payment in 6 monthly installments of $1,000 each on December 1, 1980, January 1, 1981, February 1, 1981, March 1, 1981, April 1, 1981, and May 1, 1981.

15. Plaintiff shall pay the court costs herein.

This 14 day of November, 1980.

JUDGE

APPROVED FOR ENTRY:

Stephen B. Rauch
Attorney for Plaintiff

Maclin P. Davis, Jr.
Attorney for Defendant

SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of November, 1980, by and between EDWARD T. HERBERT, hereinafter called "Plaintiff", and JANICE A. HERBERT, hereinafter called "Defendant";

W I T N E S S E T H :

WHEREAS, Plaintiff and Defendant are married to each other and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, Case No. 98443, in which Plaintiff and Defendant are each seeking a divorce from the other and other relief related thereto, and the parties are desirous of settling certain issues in controversy in connection with said case relating to division of property, alimony, child custody and child support;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Plaintiff and Defendant agree as follows:

1. Defendant shall have custody of the minor children of the parties, Letetia Graham Herbert, Amy Elise Herbert, and Edward Thomas Herbert, Jr., and Plaintiff shall have rights of visitation with said children every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday and two weeks during each summer. Said visitation shall begin on the first Friday after the entry of a final judgment in said Case No. 98443 approving this Agreement.

2. All interest of Plaintiff in the home owned by the parties as tenants by the entireties at 1608 Ash Valley Drive, Nashville, Davidson County, Tennessee, shall be divested out of Plaintiff and vested in Defendant, and Plaintiff shall execute and deliver to Defendant a Deed conveying to her his interest in said

home. Defendant shall assume payment of the first mortgage encumbering said home, and shall hold Plaintiff harmless from liability on said first mortgage, Plaintiff shall hold Defendant harmless from liability on the second mortgage encumbering said home.

3. All the furniture, furnishings and appliances in said home at 1608 Ash Valley Drive shall be the property of Defendant, except for two rocking chairs, two vases, and stereo equipment, which shall be the property of Plaintiff.

4. Plaintiff shall pay Defendant child support of $684 per month, which shall be $228 per month per child. Plaintiff's obligation to pay child support for each child shall terminate when such child dies or reaches the age of eighteen years. Said payments of child support shall be made by Plaintiff to Defendant on the first day of each month, beginning on the first day of the month next following the month in which a final judgment is entered in said Case No. 98443 approving this Agreement and dissolving the marriage of the parties.

5. Plaintiff shall pay to Defendant periodic alimony in futuro of $500 per month on the first day of each month, beginning on the first day of the month next following the month in which a final judgment is entered in Case No. 98443 approving this Agreement and dissolving the marriage of the parties. Plaintiff's obligation to make said payments shall terminate upon either the death or remarriage of Defendant.

6. All interest of Plaintiff in the 1977 Buick automobile of the parties shall be divested out of Plaintiff and vested in Defendant, and Plaintiff shall execute and deliver to Defendant such instruments as are necessary to transfer to her title to said automobile.

7. All interest of Defendant in the 1977 Toyota automobile of the parties shall be divested out of Defendant and vested in Plaintiff, and Defendant shall execute and deliver to Plaintiff such instruments as are necessary to transfer to him title to said automobile.

8. All stock registered in Plaintiff's name and all money deposited in Plaintiff's name shall be and remain the property of Plaintiff.

9. All stock registered in Defendant's name and all money deposited in Defendant's name shall be and remain the property of Defendant.

10. All interests of Defendant in Freeman & Associates, Realtors, Murphy-Church properties, Patterson Street properties, and the residential lot in Ocala, Florida shall be divested out of Defendant and vested in Plaintiff, and Plaintiff shall hold Defendant harmless from liability on any encumbrances or indebtednesses relating to said properties. Defendant shall execute and deliver to Plaintiff such instruments as are necessary to transfer to him title to said properties.

11. Plaintiff shall keep in force, at his expense, $50,000 life insurance on his life with Defendant as sole, primary beneficiary until her death or remarriage. Plaintiff's payments of premiums on said insurance shall constitute periodic alimony. In the event of the death or remarriage of Defendant, the parties' three children shall be made equal beneficiaries of that insurance and Plaintiff shall continue to keep said insurance in force at his expense until the youngest living child of the parties becomes eighteen years of age.

12. Plaintiff shall provide, at his expense, medical and hospitalization insurance coverage for Defendant and the parties'

three children. Plaintiff's obligation to provide this insurance coverage for Defendant shall terminate on her death or remarriage and Plaintiff's obligation to provide this coverage for the parties' children shall terminate as to each child when such child reaches the age of eighteen years.

13. Plaintiff shall pay the tuition at private schools through and including the 8th grade for the parties' two youngest children.

14. Plaintiff shall pay $6,000 to Defendant's attorney, Maclin P. Davis, Jr., toward his fee for services and expenses incurred in behalf of Defendant in said Case No. 98443. Plaintiff shall make said payment in 6 monthly installments of $1,000 each on the first day of each month beginning on the first day of the month next following the month in which a final judgment is entered approving this Agreement and dissolving the marriage of the parties.

15. Plaintiff shall pay the court costs in said Case No. 98443.

16. This Agreement shall be exhibited to the Court at any final hearing in said Case No. 98443 and the substance of numbered paragraphs 1 through 15 of this Agreement shall be incorporated in the Decree of the Court in said case.

17. Three counterparts of this Agreement shall be executed, each of which shall be deemed an original and each shall have the same legal effect as any other and may be used for any purpose, but all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument in triplicate the day and date first above written

and have initialed each preceding page.

EDWARD T. HERBERT
Plaintiff

Witness

JANICE A. HERBERT
Defendant

Witness

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IDENTIF. REFERENCE

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REGISTER
DAVIDSON COUNTY, TENN.

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Edward T. Herbert *Plaintiff, and* Janice A. Herbert *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* 9th *day of* March *in the year one thousand nine hundred and* eighty-one *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117