IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARSHA HESOUN HOWERTON)
Complainant)
)
VS.)
)
DENNIS FOSTER HOWERTON)
Defendant)

BOOK 5720 PAGE 61

CIVIL ACTION NO. 95417

43-16
130
32-15
21

FINAL DECREE

This cause came on to be heard on the 2nd day of February, 1981, before the Honorable Benson Trimble, Judge, Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint, of the Defendant having been personally served with process and having failed to answer within the time prescribed by law, upon testimony of the Complainant, and upon the entire record in this cause. The Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement as to the equitable settlement of any and all rights between the parties, and the Court further finds from the testimony of the Complainant and the entire record in this cause that Marsha Hesoun Howerton is entitled to an absolute divorce on the grounds of irreconcilable differences and cruel and inhuman treatment.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court, to-wit:

1. That the Complainant, Marsha Hesoun Howerton, be and is hereby awarded and granted an absolute divorce from the Defendant, Dennis Foster Howerton, and the bonds of matrimony heretofore subsisting between the parties are forever dissolved and for naught held, and the parties are restored all the rights and privileges of unmarried persons.

2. That the Property Settlement Agreement heretofore entered into by and between the parties pertaining to the division of the personal property jointly owned by the parties, said Agreement being affirmed by the Complainant and the Defendant as evidenced by their signatures thereto, is here and now approved, ratified and confirmed by the Court, and is hereby made an Order of this Court, said

THIS INSTRUMENT PREPARED BY: HOMER R. AYERS, ATTORNEY AT LAW
100 NEW LONG HOLLOW PIKE
GOODLETTSVILLE, TENNESSEE 37072

PROPERTY SETTLEMENT AGREEMENT BOOK 5720 PAGE 62

THIS AGREEMENT entered into on the day and date last written by and between MARSHA HESOUN HOWERTON, hereinafter referred to as "Wife", and DENNIS FOSTER HOWERTON, hereinafter referred to as "Husband";

W I T N E S S E T H :

WHEREAS, the parties were married on November 6, 1965, in Tampa, Florida, and lived together as husband and wife thereafter; and,

WHEREAS, there have been two children born of this marriage, whose names and ages are as follows:

1. Samuel Barnett Howerton - age 5 years
2. Andrew Todd Howerton - age 21 months; and,

WHEREAS, certain serious differences have arisen between the parties hereto which appear to be irreconcilable and an action for divorce is currently pending between them in the Fourth Circuit Court for Davidson County, Tennessee, Docket No. 95417; and,

WHEREAS, the said parties are desirous of definitely settling and determining all matters of property, support, custody and support of the children, and all other claims or rights between them which have arisen or might arise out of the marital relation between them, and as a result of any action for divorce; and,

WHEREAS, each of the parties is fully informed and advised of the property and estate of the other, and of their respective rights and liabilities against and to the other and to all of the estate and property of the other.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

EFFECTIVE DATE OF AGREEMENT

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

RIGHT TO LIVE SEPARATELY

2. The parties may and shall continue to live apart for the rest of their lives. Each shall be free from interference, direct or indirect, by the other as fully as though unmarried, and neither of the parties shall molest or interfere with each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever. Husband has heretofore moved from the parties' homeplace. Wife shall hereinafter have the sole and exclusive right to occupy and control the premises of the parties' homeplace at 4205 Granville Boulevard, Nashville, Tennessee. Husband shall, within 30 days from date, remove all personal property belonging to Husband from the said homeplace, at his sole cost, expense or labor.

CUSTODY AND VISITATON OF MINOR CHILDREN

3. It is contemplated by the parties that where practicable, Husband shall have the said minor children in his care, custody and control for three weeks during the summer months and, during the remainder of the year, from 5:00 p.m. Friday until 8:00 a.m. Sunday, on each weekend. Notwithstanding illness, other commitments or other unforeseen circumstances which may alter or modify these periods of visitation, and in such event, Wife shall give to Husband notice of any modification or alteration of the contemplated visitation schedule as soon as practicable.

CHILD SUPPORT

4. For the care, welfare, support and maintenance of the parties' minor children, Samuel Barnett Howerton and Andrew Todd Howerton, Husband shall pay direct to Wife the

sum of Ninety Dollars ($90.00) per week, commencing Friday, December 26, 1980, and a like amount on Friday of each and every succeeding week until such time as the eldest child has reached his legal age or otherwise becomes emancipated, at which time child support shall be reduced to Fifty Dollars ($50.00) per week and shall continue thereafter at the rate of Fifty Dollars ($50.00) per week, until such time as the youngest child has reached his legal age or has otherwise become emancipated.

MEDICAL INSURANCE

5. Husband shall maintain and pay for Blue Cross/ Blue Shield hospital and medical insurance, or its equivalent, covering each of the parties' minor children until such time as each child has reached his legal age.

LIFE INSURANCE

6. Husband shall maintain and pay for a term life insurance policy or policies upon the life of Husband in a face amount or face amounts equal to not less than Fifty Thousand Dollars, naming the parties' minor children jointly as beneficiaries under the said life insurance policy or policies. Such life insurance policy or policies shall be carried in full force and effect by Husband for so long as Husband is insurable and employable, which insurance shall be kept in full force and effect by Husband until the youngest minor child has reached his legal age. Husband shall provide evidence of his compliance with these provisions upon Wife's reasonable request and no less often than annually.

HOMEPLACE

7. The Wife shall become, be and remain the sole and separate owner of the parties' marital home heretofore vested in the parties as tenants by the entirety and located at 4205 Granville Boulevard, Nashville, Tennessee 37207. All right, title, and interest which Husband might have in

and to the said marital home shall be divested out of Husband and vested in Wife to be hers absolutely, said property being more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Grande Villa Section One, as of record in Book 4675, page 30, Register's Office for said County. For a more complete description, reference to said plan is hereby made.
>
> Being the same property conveyed to Dennis F. Howerton and wife, Marsha H. Howerton, by deed from Kyle R. Weems, Trustee of Hamilton Mortgage Corporation, of record in Book 5127, page 167, Register's Office for Davidson County, Tennessee.

subject to the outstanding first mortgage to Noel Palmer Mortgage Company having a present existing principal balance of approximately $54,000.00 which the Wife assumes and agrees to pay, holding the Husband harmless from any liability in connection therewith. Simultaneously with the execution of this Agreement by both parties, the Husband shall execute and deliver to the Wife a Quitclaim Deed conveying his interest in said property to the Wife and shall assign to the Wife his interest in any homeowner's insurance, title insurance or escrow account relating to the said property.

OTHER REAL PROPERTY

8. The Husband shall become, be and remain the sole and separate owner of a lot in Kingsway Green Subdivision currently owned by the parties as tenants by the entirety. All right, title and interest which Wife may have in and to the said property shall be divested out of Wife and vested in Husband to be his absolutely, said property being more particularly described as follows:

> Lot No. 70 in the Kingsway Green Subdivision in a plat of which is of record in Book 3842, page 227, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Dennis F. Howerton and wife, Marsha H. Howerton, by deed of record in Book 5011, page 241, Register's Office for Davidson County, Tennessee.

subject to the outstanding first mortgage or indebtedness to Associates Capital Corporation having an approximate principal balance of $3,500.00, which Husband assumes and agrees to pay [illegible] holding the Wife harmless from any liability in connection

therewith. Simultaneously, with the execution of this Agreement by both parties, the Wife shall execute and deliver to the Husband a Quitclaim Deed conveying her interest in said property to the Husband and shall assign to the Husband her interest in any homeowner's insurance, title insurance or escrow account relating to the said property.

AUTOMOBILES

9. The parties presently own two automobiles -- a 1978 Buick and a 1970 Volvo. Ownership and control of the 1978 Buick automobile shall be vested and fixed in Wife to be hers absolutely and ownership and control of the 1970 Volvo automobile shall be vested and fixed in Husband to be his absolutely. Each party shall assume the balance of any chattel mortgage or indebtedness owing on his or her respective automobile. Each party shall, after date of this Agreement, be responsible for all maintenance, upkeep and insurance on his or her respective automobile. The parties will assist each other in executing any documents or instruments necessary to comply with the provisions of or intent of this Agreement.

SAVINGS ACCOUNT

10. Wife presently has a savings account in her name in the approximate amount of $10,000.00, which account was established for the use and benefit of the parties' minor children. Upon the final hearing of any divorce action, Wife shall pay direct to Husband, from the said savings account or otherwise, the sum of $5,000.00, which sum shall be Husband's property to be used by him as he sees fit. All right, title and interest which Husband may have in and to any remaining savings account, checking accounts, stocks, bonds or securities vested in the name of Wife or vested in the joint names of the parties, shall be devested out of the Husband and vested in the Wife, to be hers absolutely. All right, title or interest which Wife may have in and to any savings account, checking accounts, stocks, bonds or securities vested in the name of Hubsand shall be devested out of the Wife and vested in the name of the Husband, to be his absolutely.

OTHER PERSONAL PROPERTY

11. Ownership and control of two Gravely tractors, one canoe, one stereo and T.V. set, one man's bicycle, one still camera, one slide projector and all tools and equipment, heretofore recognized as the joint property of the parties during the course of the marriage, is hereby vested and fixed in Husband. Ownership and control of all household goods, furniture, fixtures, appliances, equipment and other personal property not hereinabove mentioned is vested and fixed in Wife. Each party shall be solely responsible for the payment of any chattel mortgages or indebtedness owing on his or her respective property and will indemnify and hold the other party harmless from same.

INCOME TAX FILINGS

12. The parties agree to file a joint income tax return for the taxable year 1980 and further agree that should any income tax be due and payable beyond that amount which has been withheld from the parties jointly or severally, then and in such event, the additional tax shall be borne equally by the parties. Any tax refund shall be equally divided between the parties. The parties shall file individual income tax returns for the year 1981 and the terms and provisions contained within this Agreement shall apply to the taxable year 1981.

ALIMONY

13. The parties agree that neither party shall have any obligation to pay alimony to the other, either in solido or in futuro.

ATTORNEY'S FEES

14. Each party shall be responsible for his or her attorney's fees in connection with the pending divorce proceeding. Husband shall be responsible for any and all court cost in connection with the said divorce proceeding.

MODIFICATION, WAIVER OR BREACH

15. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

RELEASE OF CLAIMS

16. Except as otherwise herein expressly provided, the parties shall and do hereby mutually release, remose and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity which either of them ever had, now has or may hereafter have against the other, upon or by reason of any manner, cause or thing up to the date of the execution of this Agreement.

IMPLEMENTING AGREEMENT

17. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

18. In the event of the failure or refusal of either of the parties to execute and deliver any necessary or required deeds, instruments, conveyances or other documents to the other, then this Agreement shall be deemed to stand in the place of such document and shall have the same effect of such document, deed, instrument of conveyance would have if properly executed, acknowledged and delivered.

FUTURE TRANSACTIONS

19. It is understood and agreed by the parties that, from the date of divorce, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay any future debt of the other, then

the party for whose benefit such payment has been made will indemnity the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

INDEPENDENT ADVICE OF COUNSEL

20. The parties respectively acknowledge that each has had independent legal advice by counsel of his or her own selection; that each fully understands the facts and has been fully informed as to his or her legal rights and obligations; and that having had such advice and with such knowledge, each of them is signing this Agreement freely and voluntarily. It is further understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

TENNESSEE LAW GOVERNS

21. This Agreement shall be governed by the laws of the State of Tennessee.

ENTIRE AGREEMENT

22. This Agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representations or warranties other than those expressly set forth herein.

This the 31st day of December, 1980.

MARSHA HESOUN HOWERTON - Wife

DENNIS FOSTER HOWERTON - Husband

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARSHA HESOUN HOWERTON, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 31st day of December, 1980.

NOTARY PUBLIC

My Commission Expires: 2-14-81

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DENNIS FOSTER HOWERTON, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 31st day of December, 1980.

NOTARY PUBLIC

My Commission Expires: 2-14-81

3. That all costs in this cause be and are hereby assessed against the Defendant, Dennis Foster Howerton, for which execution may issue if necessary.

ENTERED this the 2 day of February, 1981.

JUDGE

APPROVED FOR ENTRY:

STEWART, BLACK, AYERS & MATHIESEN
100 New Long Hollow Pike
Goodlettsville, Tennessee 37072

BY: _____
Homer R. Ayers
Attorney for Complainant

IDENTIF. REFERENCE
DAVIDSON COUNTY, TENN.
FILED
MAR 11 2 44 PM '81
G 32782

CERTIFICATION

I hereby certify that a true and exact copy of the foregoing was mailed postage paid to Dennis Foster Howerton the Defendant, on this the 2nd day of February, 1981.

HOMER R. AYERS, ATTORNEY

Docket No. 95417 Minute Book 1.CC Page 370

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* Loretta Howoun Howerton *Plaintiff, and* Dennis Foster Howerton *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* 10th *day of* March *in the year one thousand nine hundred and* Eighty-One *and in the* *year of American Independence.*

GEORGE L. ROOKER, *Clerk*

By _____ D.C.