IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

ANN LOUISE (COLEMAN) FURGERSON,

Plaintiff

v.

WILLIAM JEFFREY FURGERSON,

Defendant

Civil Action No. 80D-2368

Map Parcel Number 150-1-231

FINAL DECREE

This cause came on to be heard before the Honorable James M. Swiggart, Judge, upon plaintiff's Complaint for absolute divorce; upon the Property Settlement, Child Custody and Support Agreement, which provides for custody and support of the parties' minor child, division of the parties' respective rights and interest in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of plaintiff and the statements of counsel, from all of which the Court finds that the allegations of plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce; that the Property Settlement, Child Custody and Support Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts of the parties, and makes fair and adequate provision for custody and support of the parties' minor child, and should be approved; that the Answer and Countercomplaint heretofore filed by defendant has been withdrawn; and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that plaintiff, Ann Louise (Coleman) Furgerson, be, and is hereby, awarded an absolute divorce from defendant, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement, Child Custody and Support Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court. The Property Settlement, Child Custody and Support Agreement is in words and figures as follows:

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PROPERTY SETTLEMENT, CHILD CUSTODY, AND SUPPORT AGREEMENT

THIS AGREEMENT is entered into by and between ANN LOUISE (COLEMAN) FURGERSON, hereinafter called "Wife," and WILLIAM JEFFREY FURGERSON, hereinafter called "Husband," subject to the following premises, terms and conditions:

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Wife instituted divorce proceedings against Husband on June 25, 1981, same being Civil Action No. 80D-2368 in the Sixth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, child custody rights, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

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:

1. Absolute care, custody and control of the parties' minor child, Ryan Coleman Furgerson, three years of age, is vested in Wife. Husband shall have reasonable and liberal vistation privileges with said son at such times and upon such terms as the parties may mutually agree from time to time.

2. Husband agrees to pay to Wife the sum of $50.00 per week as child support for Ryan. Child support payments shall commence on the Monday following execution of this Agreement and shall be due and payable to Wife on each and every Monday thereafter. Child support shall be paid until Ryan attains age eighteen.

3. All right, title and interest of Wife in and to the following improved parcel of real property shall be, and is hereby, divested out of her and vested absolutely in Husband:

> LAND in Davidson County, Tennessee, being Lot No. 778 on the plan of Edge-O-Lake Estates, Section 16, of record in Plan Book 4175, page 157, Register's Office for said County.
>
> SAID Lot No. 778 fronts 80.0 feet on the southeasterly margin of Clearwater Drive and extends back 139.74 feet on the northeasterly line and 135.0 feet on the southwesterly line to a dead line in the rear, measuring 80.14 feet thereon.

BEING the same property conveyed to William J. Furgerson by deed from Harry David Bingman, III and wife, Thresa Carol Bingman of record in Book 5030, page 623, Register's Office for Davidson County, Tennessee.

4. As alimony in solido, Husband agrees to pay to Wife the sum of $5,000.00, which sum shall be paid within two years from and after the execution of this Agreement. To secure his obligation to pay the aforementioned sum to Wife, in addition to any other remedies Wife might have, Husband hereby grants a lien to Wife on the property described in Paragraph 3 above. In the event the Husband should sell the property described in Paragraph 3 above within two years from and after the execution of this Agreement, Husband shall immediately pay to Wife the sum of $5,000.00 from the proceeds of sale. Upon Husband's payment to Wife of the sum of $5,000.00, Wife shall execute any release requested by Husband removing the lien from the aforementioned parcel.

5. The parties agree that Wife shall maintain in full force and effect a policy of major medical and hospitalization insurance providing coverage to the minor child, Ryan. The terms of coverage shall be substantially equivalent to the terms of coverage in effect at the present time at Baptist Hospital. Husband will reimburse Wife for the cost of all premiums paid by her as a result of her maintaining such insurance. However, Husband's obligation to reimburse Wife for such premium payments shall be limited to $23.00 per month or the cost of providing such coverage through Baptist Hospital, whichever is greater.

6. For so long as he is obligated to pay child support pursuant to the terms of this Agreement or any court decree, Husband shall maintain in full force and effect life insurance policies on his own life in the amount of $20,000.00. Husband shall be entitled to increase the amount of such life insurance maintained at any time he should so desire. Husband shall pay all premiums necessary in order to keep the policies in effect, and agrees to name his minor child, Ryan Coleman Furgerson as beneficiary thereunder. Husband shall provide Wife with proof that the child has been designated as the beneficiary of such insurance and shall provide Wife with a copy of the policy or policies.

7. The parties agree that all of their household furnishings and personal property have been heretofore divided. Wife agrees that all right, title and interest in and to the household furnishings and personal property in Husband's possession shall be, and is hereby, vested absolutely out of her and vested absolutely in Husband. Husband agrees that all right, title and interest in and to the household furnishings and personal property in Wife's

possession shall be, and is hereby, vested absolutely out of him and vested absolutely in Wife.

8. Wife agrees that all of her right, title and interest in and to that certain Corvette automobile shall be and is hereby transferred to Husband. Husband shall assume responsibility for payment of the outstanding indebtedness on the automobile, and shall indemnify and hold Wife harmless from any liability therefor.

9. Husband agrees that all of his right, title and interest in and to the parties' 1976 Pontiac Sunbird automobile shall be, and is hereby, transferred to Wife.

10. Wife agrees that all her right, title and interest in and to that certain Harley Davidson motorcycle shall be, and is hereby, transferred to Husband. Husband shall assume responsibility for the payment of the outstanding indebtedness on the motorcycle and shall indemnify and hold Wife harmless from any liability therefor.

11. Wife agrees that all of her right, title and interest in and to the parties' boat shall be, and is hereby, transferred to Husband. Husband shall assume responsibility for payment of the outstanding indebtedness on the boat, and shall indemnify and hold Wife harmless from any liabilty therefor.

12. The parties agree that each shall be solely responsible for payment of his or her attorney for professional services rendered in the divorce proceedings now pending in this cause.

13. Husband agrees to pay court costs in the divorce proceedings instituted by Wife.

14. Each party shall be solely and separately responsible for paying any and all debts heretofore contracted or incurred by him or her. The parties acknowledge that they have no joint debts. Should either party be compelled to pay any debt contracted or incurred by the other party, the party for whose benefit such payment is made agrees to indemnify and hold the other party harmless from any and all liability on such indebtedness and to reimburse the other party to the full extent of the amount paid by the other party, including any interest and legal expense paid by the other party either in defending the claim of the creditor or otherwise.

15. It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

16. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she

shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

17. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Sixth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties.

18. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

19. It is understood and agreed between the parties that, from and after the date of execution of this Agreement, 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 payments are made will indemnify the other to the full extent of the amount paid, including any interest and legal expenses incurred, if any.

20. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

21. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with the advice of legal counsel.

22. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

23. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

24. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of divorce between the parties.

Ann Louise (Coleman) Furgerson

ANN LOUISE (COLEMAN) FURGERSON
"Wife"

William J. Furgerson

WILLIAM JEFFREY FURGERSON
"Husband"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Patricia A. Stayton, a Notary Public in and for the aforesaid State and County, the within named ANN LOUISE (COLEMAN) FURGERSON, the within bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Patricia A. Stayton
Notary Public

My commission expires: 1-20-85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Rosalee M. Roach, a Notary Public in and for the aforesaid State and County, the within named WILLIAM JEFFREY FURGERSON, the within bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Rosalee M. Roach
Notary Public

My commission expires: 7-17-83

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against the defendant.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

Witness my hand this the 2nd day of April, 1981.

James M. Swiggart, Judge

APPROVED FOR ENTRY:

FARRIS, WARFIELD & KANADAY

By: _____
James G. Martin III,
Attorney for Plaintiff,
Ann Louise (Coleman) Furgerson

BUTLER, LACKEY HOLT & SNEDEKER

By: _____
Howard F. Butler
Attorney for Defendant,
William Jeffrey Furgerson

RUSH

IDENTIF. REFERENCE

APR 17 8 40 AM '81

FELIX Z. WILSON JR. 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* ANN LOUISE (COLEMAN) FURGERSON *Plaintiff, and* WILLIAM JEFFREY FURGERSON *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* 16th *day of* April *in the year one thousand nine hundred and* eighty-one *and in the* two hundred fifth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By W. L. Rowland, *D. C.*