Map 150-7
par. 9

FILED

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MELVIN C. MARSH]

VS.] No. 81D-107

BRENDA LONNETTA MARSH]

BOOK 5774 PAGE 757

FINAL DECREE

This cause came on to be heard this 4th day of May, 1981, before the Honorable James Swiggart, Judge, Sixth Circuit Court, Davidson County, Tennessee, upon the original bill of the plaintiff, the testimony of the plaintiff, statement of his counsel that the matter was to be heard as a noncontested divorce upon the ground of irreconcilable differences, and the entire record in this cause; from all of which the Court was of the opinion that the allegations contained in the original bill were fully sustained; that is, that the parties have irreconcilable differences. And, the Court finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and for the custody and maintenance of any and all children of the marriage and that the plaintiff is entitled to a divorce on the grounds of irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff be, and he is hereby granted an absolute divorce from the defendant 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 executed by the parties and presented to the Court at the hearing is in all things approved by the Court and it is ordered that said agreement be copied into this Final Decree verbatim as follows:

"PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this the 16th day of February, 1981, by and between MELVIN C. MARSH, hereinafter referred to as FIRST PARTY, and BRENDA LONNETTA MARSH, hereinafter referred to as SECOND PARTY;

W I T N E S S E T H :

WHEREAS, the parties are husband and wife and have ceased to live together as such because of irreconcilable differences between them which then and now render it impossible for them to live together as husband and wife; and

WHEREAS, it is the desire of both parties to enter into a written agreement relative to their marital and property rights and to make transfers of interest in property pursuant to such

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agreement so as to settle fully and finally all rights, interests and claims of every kind and character arising or that may arise out of the marital relationship existing between them.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is hereby agreed between the parties as follows:

1. FIRST PARTY accepts personal responsibility for the following indebtedness:

a. Fairfax Loan Company, approx. $700.00
b. Speigel Catalog, approx. $800.00
c. General Electric Credit Corporation, approx. $700.00
d. General Motors Acceptance Corporation, approx. $5,000.00
e. First American National Bank, approx. $300.00
f. Cain-Sloan Department Store, approx. $490.00

2. SECOND PARTY accepts personal liability for all debts made in her name only.

3. FIRST PARTY is to have clear title and ownership of a 1979 Buick 2-door automobile, Vehicle Identification No. _____, with SECOND PARTY agreeing to initiate any legal documents necessary to place this vehicle in the FIRST PARTY'S name only. In addition, the SECOND PARTY is hereby held free and clear of any future indebtedness or liabilities regarding said automobile.

4. SECOND PARTY retains possession of her automobile, a 1978 Ford Granada, Vehicle Identification No. 8E82L113191, and the FIRST PARTY hereby relinquishes any future claim on said vehicle. And, the SECOND PARTY assumes all future responsibility and liability on said vehicle.

5. SECOND PARTY is to have sole ownership of the parties' residence located at 3216 New Town Road, Antioch, Tennessee 37013, and the FIRST PARTY agrees to furnish the SECOND PARTY with a quitclaim deed relinquishing all right and title to said real estate.

6. SECOND PARTY is to have possession of all household furnishings, including all bed linens, kitchen utensils and appliances.

7. FIRST PARTY is to have sole possession of various tools and similar items.

8. The FIRST PARTY agrees that the SECOND PARTY should have custody of the parties' minor children.

9. FIRST PARTY is to be granted liberal visitation with prior notice, with a minimum visitation right of one, four-day weekend to match his work schedule at Avco Corporation. Also, the parties shall share the children on special holidays such as Christmas, Easter, Thanksgiving, and birthdays, or may at their option alternate these holidays between the parties.

10. FIRST PARTY agrees to pay $150.00 per month as child support with payment to be made directly to the Court. Payment is due on the 1st of each month.

11. Each party is to pay their own legal fees.

12. FIRST PARTY agrees to pay all court costs, for which execution may issue, if necessary.

/s/
MELVIN C. MARSH, First Party

/s/
BRENDA LONNETTA MARSH, Second Party

Both parties acknowledge this agreement is fair and equitable to all concerned.

ENTERED, this 14th day of May, 1981.

JUDGE

APPROVED FOR ENTRY:

DONALD GREGORY
Attorney for Plaintiff
1201 Division Street
Nashville, Tennessee 37203

244-9280

C E R T I F I C A T E

I hereby certify I have mailed a true copy of the foregoing Final Decree to the defendant at her last known address of 3216 New Town Road, Antioch, Tennessee 37013; this 4th day of May, 1981.

DONALD GREGORY

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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 transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Melvin C. Marsh *Plaintiff, and* Brenda Lonnetta Marsh *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* 27th *day of* July *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By , *D. C.*