IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA RICHARDSON THERBER)
)
VS.) NO. 96642
)
MARVIN KENT THERBER)

162-9A
107

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FINAL DECREE

This cause came on to be heard on the 30th day of November 1979 before the Honorable Donald Arkovitz, sitting as special judge for the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for absolute divorce, the Order withdrawing the Defendant's Answer, the testimony of the Plaintiff, the Property Settlement Agreement entered into by the parties, and the entire record. From all of which, the Court is of the opinion that the Plaintiff, Linda Richardson Therber, is entitled to an absolute divorce from the Defendant, Marvin Kent Therber, and the Court approves the Property Settlement Agreement.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Plaintiff, Linda Richardson Therber, be and is hereby granted an absolute divorce from the Defendant, Marvin Kent Therber upon the grounds of irreconcilable differences, and the parties are restored to all the rights and privileges of unmarried persons.

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Property Settlement Agreement be and is hereby approved, and the same is set out herein verbatim as follows:

> WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by LINDA RICHARDSON THERBER, hereinafter referred to as Wife, against MARVIN KENT THERBER, hereinafter referred to as Husband, under Docket Number 96642, and
>
> WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and
>
> WHEREAS, both parties have been advised of their respective rights and responsibilities, one to the other.
>
> NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. That Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. The absolute care, custody, and control of the minor child of the parties shall be awarded to the Wife, with the right of reasonable visitation reserved to the Husband, as hereinafter specified in Item 10 of this Agreement.

3. Husband shall pay the sum of $200.00 per month as child support, said payments to be made directly to the Wife and Husband will carry medical insurance on the child at his cost.

4. The house and lot of the parties would be owned as tenants in common and Wife may reside there exclusively with sole right of possession until the child is eighteen (18) years of age or she remarries, whichever is the first event to occur, then the property will be sold and the net proceeds divided equally. While Wife occupies the home, she will pay one-half of the first and second mortgages and Husband will pay the other one-half. Wife agrees to join in with Husband to re-finance the second mortgage only for the purpose of lowering the payments and extending the note. Maintenance cost of said residence will be the joint obligation of both parties equally.

5. Husband agrees to pay the outstanding bills of the parties at department stores, credit cards, etc., in an amount in excess of $11,000.00 and hold Wife harmless and indemnify her from any liability thereon, except for the Sear's account in the amount of $2,300.00 and Harvey's bill which Wife shall pay. All other bills are to be paid by the Husband.

6. Husband will be awarded the ownership of the condominium and its mortgage in return for assuming the outstanding debts as hereinbefore mentioned.

7. Should there be any back tax liability to the federal government for the years 1977 and 1978, this shall be shared equally by the parties.

8. Each party will pay their own attorney fees.

9. Husband agrees to pay the court costs in this cause.

10. Husband will have visitation every other weekend from Saturday at 10 A.M. until Sunday at 5 P.M.; every Monday and Wednesday from 4 P.M. until 8 P.M.; four weeks in the summer; from December 20th until December 24th at 8 P.M. each year; and, three days during the spring holidays.

11. The household furniture will be divided as shown on the attached Exhibit "A".

Each party acknowledges that they will sign any and all deeds, titles or documents necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 21st day of September, 1979 as to Wife, and the 28 day of Sept., 1979 as to Husband.

/s/ Linda R. Therber
WIFE

/s/M. KENT THERBER
HUSBAND

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named LINDA RICHARDSON THERBER, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 21st day of September, 1979.

/s/ Judy Moran
NOTARY PUBLIC

My C.E. 4/17/83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARVIN KENT THERBER, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 28 day of Sept., 1979.

/s/ Jo Ann Yates
NOTARY PUBLIC

My C.E. 1/15/83

EXHIBIT "A"

Husband shall be awarded the following items of personal property from the home:

1. One Kimball Spinet Piano
2. One Zenith 19" Color Television and Stand
3. One Round Dinette Table with Two Chairs
4. One Twin Bed, Mattress, and Box Springs
5. One Wall Mirror (Located over Piano)
6. One Kodak Movie Camera
7. One Bell & Howell Projector
8. All Super 8 Films
9. One Brown Leather Loveseat and Couch
10. Two Glass End Tables
11. One Writing Desk
12. One Etagere
13. One White Chest
14. One Walnut Dresser and Chest (Old Bedroom Furniture)
15. One Black & White 12" Portable Admiral Television
16. Two Lamps
17. One King Sized Headboard
18. Two Metal Chairs

All other items of furniture and furnishings shall be awarded as the personal property of the Wife.

IT IS, FURTHER ORDERED, ADJUDGED, AND DECREED that the house and lot of the parties located at 551 Bonerwood Drive, Nashville, Tennessee 37211, be and shall be owned as tenants in common from and after entry of this decree, subject to the terms and conditions as set out in Paragraph four of the Property Settlement Agreement.

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the condominium owned by the parties in the Hickory Valley Condominiums, 5510 Country Drive, Nashville, Tennessee, 37211 be solely owned by the Defendant, Marvin Kent Therber, and he shall assume and be solely responsible for the mortgage on the said condominium.

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the custody of the minor child, Jeffrey Kent Therber, be and is hereby awarded to his mother, Linda Richardson Therber, with the father having visitation rights as set out in Item 10 of the Property Settlement Agreement.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED that the costs in this cause be and are hereby taxed against the Defendant for which an execution may issue if necessary.

JUDGE

12-20-79

APPROVED FOR ENTRY:

JOHN W. NOLAN, III
Attorney for Plaintiff

ROBERT L. JACKSON
Attorney for Defendant

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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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Linda Richardson Therber *Plaintiff, and* Marvin Kent Therber *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* 6th *day of* August *in the year one thousand nine hundred and* eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Dyl, *D. C.*

Form #GR-117