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GEORGE L. [illegible], CLERK
D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROBBIE YVONNE FERGUSON,
Plaintiff

vs.

OWEN WILLIAM FERGUSON,
Defendant

No. 81D-3319

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FINAL DECREE

This cause came on to be heard on this 27th day of May, 1983, before the Honorable Harry S. Lester, Judge of the Second Circuit Court of Davidson County, Tennessee, upon the original complaint for divorce, testimony of the plaintiff in open Court and the entire record in said cause. The Court found that the parties desire to strike and withdraw the answers and counterclaim in this cause and proceed to disposition upon the grounds of irreconcilable differences. The Court further found that the parties had heretofore executed a Property Settlement Agreement which was filed with the Court and did adequately and fairly dispose of all of the rights and property relating to this marriage which agreement is as follows:

RUSH

H 58371

IDENTIF. REFERENCE

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FELIX Z. WILSON CLERK & REGISTER
DAVIDSON COUNTY, TN

IN THE SECOND CIRCUIT COURT FOR THE TENTH JUDICIAL CIRCUIT
OF TENNESSEE, AT NASHVILLE

| | | |
|---|---|---|
| ROBBIE YVONNE FERGUSON, Plaintiff | ] | |
| vs. | ] | No. 81D-3319 |
| OWEN WILLIAM FERGUSON, Defendant | ] | BOOK 5083 PAGE 306 |

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this the 20th day of May, 1983, by and between Robbie Yvonne Ferguson, hereinafter referred to as "Wife," and Owen William Ferguson, hereinafter referred to as "Husband," both residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto were married on October 5, 1973, in Gallatin, Tennessee, and unto this marriage no children were born; and,

WHEREAS, the Wife has instituted divorce proceedings against the Husband seeking an Absolute Divorce in the Second Circuit Court of Davidson County, Tennessee, being Civil Action No. 81D-3319; and,

WHEREAS, the parties have acquired certain real and personal property and they desire to enter into an agreement respecting their rights, title and interest in such property; and

WHEREAS, the parties now desire to clarify, amplify, and make more specific their respective rights and obligations.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between Wife and Husband as follows:

1. That certain irreconcilable differences have arisen between the parties since their marriage, and they now are living separate and apart from each other, and neither shall harass or interfere with the other in any manner or in any way.

2. Husband shall pay to the Wife as periodic alimony the sum of Two Thousand Dollars ($2,000.00) per month commencing on June 1, 1983 which payments shall terminate only upon the occurence of one of the events of the death or remarriage of Wife. This agreement has been negotiated and executed on the assumption that the above payments will be deductible by the Husband and taxable to the Wife.

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3. The Wife shall receive as her sole and separate property the real property located at 1217 Shawnee Drive, Madison, Davidson County, Tennessee, subject to any and all indebtedness thereon. The Husband shall convey his interest therein by Quitclaim Deed.

4. The Wife shall receive all household goods and furnishings located at 1217 Shawnee Drive, Madison, Tennessee.

5. The Wife shall receive as her sole and separate property the 1982 Oldsmobile automobile, but the Husband shall be responsible for the debt owing on said automobile.

6. The Husband and Wife shall bear equal (50-50) responsibility for private and public education of the Wife's minor child including college tuition and expenses. Institutions to be selected by the child, however, it is expressly agreed that Husband's share of this obligation shall not exceed a total expenditure of Ten Thousand Dollars ($10,000.00).

7. The parties acknowledge that the Husband has recently sold the 1972 Corvette automobile which belonged to the Wife but was titled in the name of the Husband. In accordance with an agreement between the parties, the Husband shall pay to the Wife on the date of decree the sum of Two Thousand Dollars ($2,000.00) representing her interest in said vehicle and also return to the Wife all trophies which were won during competition invovling the vehicle.

8. The Husband shall be responsible for carrying hospitalization insurance on both the Wife and the Wife's minor child, Brandy, until such time as the Wife remarries.

9. The Husband shall keep in full force and effect a sufficient amount of life insurance on his life to fund the indebtedness referred to in Paragraph 11 until said indebtedness is paid in full and shall keep the Wife as beneficiary on said policy.

10. The Husband shall be responsible for 50% of the tuition and books for the Wife's education at the school of her choice, however, this expenditure is expressly agreed by the parties not to exceed the total sum of Ten Thousand Dollars ($10,000.00).

11. The Husband shall receive as his sole and separate property the businesses known as Ferguson Harbor Service, Inc., Shenandoah Enviornmental Services, and Ferguson Properties, free from the claim of the Wife, and subject to any and all indebtedness thereon and Wife agrees to execute any and all deeds or other documents presented to her to accomplish these purposes. In consideration of the foregoing property settlement agreement, the Husband shall pay to the Wife the total sum of One Hundred and Twenty Five Thousand Dollars ($125,000.00) payable Ten Thousand Dollars ($10,000.00) per year beginning on June 1, 1983 and continuing annually until the total sum of One Hundred and Twenty Five Thousand Dollars ($125,000.00) has been paid representing the Wife's interest in the business which she is conveying to the Husband.

12. Wife will grant and convey to Husband by Quitclaim Deed all of her right, title and interest in and to the property known as 133 Cumberland Shores Avenue, Hendersonville, Tennessee.

13. The Husband agrees to be responsible for his own attorney's fees. The Husband shall pay to the attorney for the Wife, Hollins, Wagster & Yarbrough, P.C., the sum of Two Thousand Five Hundred Dollars ($2,500.00) as a portion of the attorney's fees for their representation of the Wife in this case.

14. The Husband agrees to pay all Court costs in the divorce proceedings.

15. Husband shall receive all right, title and interest of Wife in and to all other property, both real and personal, owned by the parties not otherwise provided for him, and Wife agrees to execute any and all documents necessary to effectuate this purpose.

16. Other than herein provided, each of the parties waives

any and all rights which he or she may have in and to the property or estate of the other.

It is understood and agreed that this agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge of Husband from all other obligations to support Wife, and a discharge from all other claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, by way of dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by Robbie Yvonne Ferguson and Owen William Ferguson, or any property that either of them may acquire in the future.

Each party acknowledges that the provisions of this agreement are fair, adequate and satisfactory to her and him and accepts them in full and final settlement of all claims and demands for alimony and each fully discharges the other from all such claims and demands except as provided in this agreement.

It is further understood and agreed by and between the parties that this Property Settlement is entered into without any undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in this agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily. It is further agreed that the Wife shall have her name restored to Robbie Yvonne Armstrong.

IN WITNESS WHEREOF, the said parties have read this instrument and familiarized themselves with its contents and signed and executed this instrument on the 20th day of May, 1983.

Robbie Yvonne Ferguson
ROBBIE YVONNE FERGUSON

Owen William Ferguson
OWEN WILLIAM FERGUSON

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Robbie Yvonne Ferguson, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12th day of May, 1983.

Betty J. White
NOTARY PUBLIC

My Commission Expires:

10-20-85

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Owen William Ferguson, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 20th day of May, 1983.

NOTARY PUBLIC

My Commission Expires:

7-27-86

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff Robbie Yvonne Ferguson is granted an absolute divorce upon the grounds of irreconcilable differences and the Property Settlement Agreement heretofore executed by the parties shall become incorporated in this decree and each of its terms are hereby adopted.

It is further ORDERED that the Husband shall pay the Wife as periodic alimony the sum of Two Thousand Dollars ($2,000) per month commencing on June 1, 1983 which payments shall continue until the death or remarriage of the Wife.

It is further ORDERED that the Wife shall receive as her sole and separate property the real estate located at 1217 Shawnee Drive, Madison, Davidson County, Tennessee, and the Wife shall assume all indebtedness thereon. As a part of this transfer, the Wife shall also receive all household goods and furnishings located at 1217 Shawnee Drive.

It is further ORDERED that the Wife shall receive as her sole and separate property the 1982 Oldsmobile automobile and that the Husband shall be responsible for the remaining debt on said automobile and shall hold the Wife harmless for payment of same.

It is further ORDERED that the provisions whereby the Husband is responsible for 50 percent of the public and private education of the Wife's minor child and is further responsible for hospitalization insurance and life insurance and is further responsible for 50 percent of the Wife's tuition and educational expenses are hereby adopted and incorporated in this decree and do hereby become the judgment of the Court.

It is further ORDERED that the Husband shall pay the Wife on the date of this decree the sum of Two Thousand Dollars ($2,000) representing her interest in the 1972 Corvette automobile sold by Husband and further that he shall return to the Wife all tropies which were won in competition relating to said vehicle.

It is further ORDERED that the Husband shall retain as his sole and separate property the businesses enumerated in Paragraph 11 of the Property Settlement Agreement and the Wife shall have

and recover a judgment against the Husband in the amount of One Hundred Twenty Five Thousand Dollars ($125,000) representing her interest in said businesses. Execution on this judgment shall be stayed so long as the Husband pays to the Wife the sum of Ten Thousand Dollars ($10,000) commencing on June 1, 1983 and annually thereafter until the full amount of the judgment has been paid.

It is further ORDERED that the firm of Hollins, Wagster & Yarbrough, P.C. shall have and recover a judgment against the Husband in the amount of Two Thousand Five Hundred Dollars ($2,500) as a portion of the attorney's fees for their representation of the Wife in this cause. This sum is due and payable on or before June 1, 1983 and in the event of nonpayment execution may issue, if necessary.

It is further ORDERED that the defendant Owen William Ferguson shall pay the costs of this cause for the collection of all of which execution may issue, if necessary.

It is further ORDERED that the plaintiff shall have her unmarried name of Robbie Yvonne Armstrong restored and that hereafter she shall sue and be sued under her new legal name, Robbie Yvonne Armstrong.

ENTERED this _____ day of May, 1983.

Thomas D. Bibb
HARRY S. LESTER, JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH, P.C.

BY: Edward M. Yarbrough
EDWARD M. YARBROUGH
Attorneys for plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been forwarded to Mr. Robert P. Ziegler, attorney for defendant, 12th Floor, Third National Bank Building, Nashville, Tennessee 37219, this 27th day of May, 1983.

Edward M. Yarbrough
EDWARD M. YARBROUGH

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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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* ROBBIE YVONNE FERGUSON *Plaintiff, and* OWEN WILLIAM FERGUSON *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* 21 *day of* June *in the year one thousand nine hundred and* eighty-three *and in the* 207 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* _____, *D. C.*

Form #GR-117