131A/201

FILED
'83 JUL -6 PM 3:57
BOOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RUTH EDEN (THOMAS) FAGG)
)
VS) NO. 83D-321
)
JIMMY DALE FAGG)

BOOK 6090 PAGE 712

(Map & Parcel 61-10-72)

FINAL DECREE

This cause came on to be heard on the 6th day of June, 1983 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint, statements of plaintiff and the counsel for plaintiff and the entire record in this cause, and it appearing to the Court that there are irreconcilable differences in the marriage, which constitute statutory grounds for divorce, and this Honorable Court under T.C.A. 36-801-II finds affirmatively in this cause; that the parties have made an equitable and fair distribution of personal property and adequate and equitable support has been provided concerning the custody and well being of the parties minor child. It is, therefore,

ORDERED, ADJUDGED AND DECREED that Ruth Eden (Thomas) Fagg be and she is hereby awarded an absolute divorce from Jimmy Dale Fagg and the parties are hereby restored to all the rights and privileges of unmarried persons. It is, further,

ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement executed by the parties become a part of this Final Decree, by reference hereto, so much so as if copied herein verbatim. It is, further,

ORDERED, ADJUDGED AND DECREED that the wife is hereby restored to her maiden name, Thomas.

ENTERED this 6 day of July, 1983.

Muriel Robinson
JUDGE

APPROVED FOR ENTRY:

James L. Curtis
JAMES L. CURTIS
1411 PARKWAY TOWERS

07/07 15.00- CHECK

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FILED
1983 JUL -6 PM 3:49
CLERK, ROSKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RUTH EDEN (THOMAS) FAGG)
)
VS) NO. 83D-321
)
JIMMY DALE FAGG)

BOOK 6030 PAGE 713

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made between Ruth Eden (Thomas) Fagg, hereinafter called Wife, and Jimmy Dale Fagg, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since September 3v. 1980 and there has been born of this union one minor child namely Shelley Marie Fagg, born August 4, 1981, and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. Wife shall have and retain sole care, custody and control of the minor child of the parties, Shelley Marie Fagg.

2. Wife will receive $40.00 per week from Husband as Child Support for the parties minor child. Said payment to be made each Friday.

3. Husband will receive liberal visitation with the parties minor child, to be mutually agreed upon by the parties.

4. Wife will receive the parties home located at 3845 Edwards Avenue, Nashville, Tennessee. Husband agrees to catch up on the arrearage of the first mortgage with Wachonia Mortgage Company, P.O. Box 3174, Winston Salem, North Carolina. Said arrearage to be paid within ten days of June 8, 1983. Wife agrees to pay second mortgage with James Denson.

5. Husband is to receive a lien of $5,000.00 against the home located at 3845 Edwards Avenue Nashville, Tennessee. If the wife remarries then she will be entitled to ninety days to pay the $5,000.00 lien. If wife chooses to sell the home then husband will receive his $5,000.00 lien at the closing of said property. Wife will not be allowed to live in said premises on a permanant basis with other men nor rent the home or leave said home vacant and if said events occur then said $5,000.00 lien becomes enforceable immediately by husband otherwise wife will be entitled to live in the home until the minor child reaches the age eighteen at which the lien must be satisfied.

6. It is agreed that the Husband will pay $100.00 per month to the wife toward the arrearage of $518.49, which is the amount of monies paid by Claudia King, mother of Ruth Eden (Thomas) Fagg, to prevent foreclosure on the home. Said payment will be paid to the wife and wife shall disburse monies to Claudia King.

7. It is agreed by the parties that the Petition for Contempt shall be dismissed.

8. Each party shall pay their respective attorney fee.

9. Husband agrees to pay the balance of the Court Cost.

10. Husband will receive waterbed, chester drawers and dresser and stereo.

11. Husband shall keep minor child, Shelley Marie Fagg, on his insurance and the parties agree to pay one-half each of all the medical and dental bills not covered by the insurance of the husband.

12. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Fourth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

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

14. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below.

Ruth Eden Thomas Fagg
RUTH EDEN (THOMAS) FAGG DATE 6-23-83

Jimmy Dale Fagg 6-29-83
JIMMY DALE FAGG DATE

James L. Curtis
JAMES L. CURTIS
Attorney for Ruth Fagg
1411 Parkway Towers
404 James Robertson Pkwy.
Nashville, TN 37219

Calvin P. Turner
CALVIN P. TURNER
Attorney for Jimmy Fagg
P.O. Box 8
106 Mt. Juliet Road
Mt. Juliet, TN 37122

CERTIFICATE

BOOK 6090 PAGE 716

I hereby certify that a copy of the foregoing Final Decree has been mailed to Mr. Calvin P. Turner, P.O. Box 8, 106 Mt. Juliet Road, Mt. Juliet, Tennessee 37122 this 29Th day of June, 1983.

James L. Curtis
JAMES L. CURTIS

RUSH

IDENTIF. REFERENCE#

JUL 7 2 24 PM '83

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

H 5 8 8 2 6

Docket No. 83D-321 Minute Book 131A Page 201

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* Ruth Eden Thomas Fagg *Plaintiff, and* Jimmy Dale Fagg *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* 7th *day of* July *in the year one thousand nine hundred and* Eighty-Three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Leary, *D. C.*

Form #GR-117