136B/1586

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2004 MAY -7 PM 12:01
GEORGE L. ROGERS, CLERK
D.C.

DONNA LEE BUMPUS)
Complainant)
vs.) No. 84D-170
ROGER D. BUMPUS)
Defendant)

Dkt. 155
Pet. Suit

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FINAL DECREE

This cause came on to be heard on this 27th day of April, 1984, before the Honorable Muriel Robinson, Judge of the Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, the testimony of Complainant, statement of Complainant's counsel and the entire record; and it appearing to the Court from the proof and the pleadings that irreconcilable differences exist between the Complainant and the Defendant; and that the Complainant is entitled to an absolute divorce from the Defendant; wherefore, her Complaint is accordingly sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That Complainant, Donna Lee Bumpus, is hereby granted an absolute divorce from the Defendant, Roger D. Bumpus; that the bonds of matrimony heretofore existing between them be and the same hereby are absolutely and forever dissolved; and that the parties are hereby restored to all the rights and privileges of unmarried persons.

2. It is, further, ORDERED, ADJUDGED and DECREED by the Court and the Court affirmatively finds that the parties have made, by written agreement, adequate, sufficient and equitable provisions for the custody and maintenance of the minor child of the marriage and for the settlement of any property rights between them except that, with regard to the Husband's visitation rights, Husband's visitation with the minor child is to be supervised at the present time, but Husband may bring this matter before the Court for review at any time. Otherwise, the Property Settlement Agreement, as agreed by and between the parties, is hereby approved and made a part of this judgment as follows:

05/10 21.00 CHECK

5432

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

'84 MAY -7 PM 12:01

DONNA LEE BUMPUS)
Complainant)
vs.) D.C. No. 84D-170
ROGER D. BUMPUS)
Defendant)

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PROPERTY SETTLEMENT

THIS AGREEMENT, made and concluded this 23rd day of March, 1984, by and between Donna Lee Bumpus (hereinafter Wife) and Roger D. Bumpus (hereinafter Husband):

W I T N E S S E T H:

WHEREAS the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Wife shall have the permanent care and custody of the minor child of the parties with the right and privilege of the husband to visit with and have the child with him as follows:

Husband agrees that his visitation with the parties' minor child is to be supervised until such time as the parties' otherwise agree.

2. It is agreed that the Husband shall pay to Wife as child support $120 per month; said payments are to be made monthly, beginning upon execution of this agreement, and to be paid in equal installments due on the 1st and 15th of each month;

3. Wife agrees to provide the parties' minor child with health insurance coverage.

Husband and Wife each agree to pay one-half the minor child's healthcare expenses of whatever kind, not paid by insurance;

4. Husband agrees to pay his $2,200 debt owed to Visa; and his $1,800 debt owed to Visa, and to hold Wife harmless on the same.

Wife agrees to pay her debt to First American Bank, her $1,100 debt to Visa, and her Master Card and Cain Sloan debts, and to hold Husband harmless on the same.

5. Husband agrees that all his interest in the real property known as 7820 Old Harding Road, Nashville, Tennessee, recorded at Book 5460, page 539, in the Register's Office for Davidson County, Tennessee shall be divested out of him upon execution of this agreement and the same shall be vested in Wife in fee simple. Husband further agrees to execute a deed quitclaiming his interest in said property to Wife upon execution of this agreement.

6. The Husband hereby agrees that all of his right, title, interest and equity in the 1983 Mercury Lynx automobile, Serial No. IMEBP 5429DW620585 shall be divested out of him and vested solely in the Wife. Wife agrees to assume full responsibility for the payment of the indebtedness due on said automobile to Ford Credit Company and shall hold Husband harmless on the same.

7. The Wife hereby agrees that all of her right, title, interest and equity in the 1983 Mercury Lynx automobile, Serial No. 1MEBP 654XDW612582 shall be divested out of her and vested solely in the Husband. Husband agrees to assume full responsibility for the payment of the indebtedness due on said automobile to Ford Credit Company and shall hold Wife harmless on the same.

8. The following items shall become the property of the Husband and the Wife relinquishes all right to and ownership of said property: One bed, a glass topped table; Wife shall

receive the rest of the parties' household goods and furnishings.

9. Each party covenants with the other that from this date forward, 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 shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

10. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

11. Husband agrees that Wife shall be entitled to claim the parties' minor child as a federal income tax exemption;

12. The parties agree to file a joint income tax return for 1983 and that Wife shall receive any federal income tax refund due for 1983;

13. Any court costs incurred as a result of the pending action for absolute divorce shall be paid by Husband.

14. This agreement is subject to the approval of the Court in the event a divorce is granted in this matter. In the event that no divorce is granted, however, then this agreement is of no force and effect.

15. Husband and Wife each agree to pay one-half the college tuition and living expenses of the parties' minor child at any state supported institution or to pay that amount toward private college tuition and living expenses that would have been in effect had the child attended the largest state university in the state in which the child resides at the time he goes to college. This clause shall not merge into the final decree but

shall remain separately enforceable as a contract between the parties.

16. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year's support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

17. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures.

3/19/84
DATE

Donna Lee Bumpus
DONNA LEE BUMPUS

3-23-84
DATE

Roger D Bumpus
ROGER D. BUMPUS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 19th day of March, 1984, before me personally appeared Donna Lee Bumpus, to me known to be the person who executed the foregoing instrument in behalf of Donna Lee Bumpus and acknowledged that she executed the same as the free act and deed of said Donna Lee Bumpus.

Marsha S. Colourcos
NOTARY PUBLIC

My Commission expires 7/18/87.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 23 day of March, 1984, before me personally appeared Roger D. Bumpus, to me known to be the person who executed the foregoing instrument in behalf of Roger D. Bumpus and acknowledged that he executed the same as the free act and deed of said Roger D. Bumpus.

David C. Foster
NOTARY PUBLIC

My Commission expires Oct. 20, 1985.

3. That the costs of this action be taxed to the Husband.

ENTER the 7th day of May, 1984.

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Marcel Robinson
JUDGE

Approved for Entry:

Mary Frances Lyle
Mary Frances Lyle
POWERS, VENICK, LYLE & RAY
1104 Parkway Towers
Nashville, Tennessee 37219
615-244-8577
Attorney for Wife

IDENTIF. REFERENCE
MAY 10 8 28 AM 1984
FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN

I 2 1 1 1 9 8

CERTIFICATE OF SERVICE

This is to certify that a true and exact copy of the foregoing document has been sent to Dale Quillen, Attorney for Husband, 95 White Bridge Road, Nashville, Tennessee 37205 and Roger D. Bumpus, Husband, c/o AAA Employment Agency, 201 Thompson Lane, Nashville, Tennessee 37211, this 3rd day of May, 1984.

Mary Frances Lyle
Mary Frances Lyle

136B/1586

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* Donna Lee Bumpus *Plaintiff, and* Roger D. Bumpus *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* 10th *day of* May *in the year one thousand nine hundred and* 84 *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By LAyer, *D. C.*