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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

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| SANDRA LOUISE FLOCK FARMER | ] | |
| | ] | |
| VS. | ] | NO. 83D-~~3429~~ 3459 |
| | ] | |
| AUBREY JACK FARMER, JR. | ] | |

FINAL DECREE OF ABSOLUTE DIVORCE

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This cause came on to be heard on the 10th day of August, 1984, before the Honorable Muriel Robinson, Judge, upon the original Petition of the Complainant, testimony of the Complainant, statement of counsel for the Complainant, and the entire record in this cause, from all of which the Court finds:

That the parties were married on December 17, 1979, in Huntsville, Alabama; that the Petition herein was filed on October 24, 1983, and was served upon the defendant on November 7, 1983, said date being more than ninety (90) days prior to the date of the hearing; that at the hearing of this cause the facts charged in the Petition were proven to be true; that is, that irreconcilable differences exist between the parties to the extent that further cohabitation as husband and wife is no longer possible or proper.

The Court has also examined the Property Settlement Agreement entered into by the parties and the Court affirmatively finds from said agreement that the parties have made adequate and sufficient provision by written agreement for the custody and support of the minor child and for the equitable settlement of any and all property rights between them.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing and subsisting between the complainant, Sandra Louise Flock Farmer, and the defendant, Aubrey Jack Farmer, Jr., should be, and hereby are, forever and perpetually dissolved, and the Complainant is hereby granted an Absolute Divorce from the defendant and the parties are restored to all of the rights and privileges of an unmarried person.

It is further ORDERED that Property Settlement Agreement entered into by the parties is hereby approved and ORDERED set forth herein, to wit:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between Sandra Louise Flock Farmer, hereinafter referred to as Wife, and Aubrey Jack Farmer, Jr., hereinafter referred to as Husband.

WITNESSETH:

WHEREAS, irreconcilable differences have arisen between the parties to the extent that they can no longer live together as Husband and Wife, and,

WHEREAS, the Wife has filed a Complaint for Absolute Divorce in the Fourth Circuit Court for Davidson County, Tennessee under docket number 83D-3429, and the parties hereto are desirous of settling all controversies between them concerning their rights and obligations as a result of this marriage,

NOW, THEREFORE, the parties agree as follows: BOOK 6432 PAGE 14

1. The Wife shall receive sole custody and control of the parties minor child, to wit: Evangeline Louise Farmer, age 3 years (D.O.B.-6/15/81), subject to Husbands rights to have said minor child visit with him for six (6) weeks during the summer and one (1) week during the winter.

2. The Husband shall pay through the Clerk, as and for child support the sum of Two Hundred Sixty and 00/100 Dollars ($260.00) per month, plus the Clerk's commission, payable in two (2) equal monthly installments of One Hundred Thirty and 00/100 Dollars ($130.00), plus Six and 50/100 Dollars ($6.50) commission each on the 15th and 30th day of each month.

3. The parties are presently purchasing a condominium located at 5515 Country Drive, No. 10, Nashville, Tennessee, and Husband agrees that the Wife shall have sole ownership of said condominium and hereby agrees to execute a Quitclaim deed transferring all of his right, title and interest therein to the Wife. Wife will hold Husband harmless from any and all present and future indebtedness thereon. ONE NOT found

4. The Husband shall receive sole title to his 1980 Pontiac Bonneville and shall assume, be solely responsible for, and hold Wife harmless from any and all present and future indebtedness thereon.

5. The Wife shall receive sole title to her 1969 Volkswagen Karmen Ghia which she owned prior to the marriage and shall be solely responsible for any future indebtedness thereon.

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IDENTIF. REFERENCE

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REGISTER DAVIDSON COUNTY, TN

6. The Husband shall maintain major medical and hospitalization insurance on the parties minor child and each party shall be responsible for one half of all medical expenses for said minor child which are not covered by said insurance.

7. Each party shall be solely responsible for their own attorney's fees and the Husband agrees to pay the costs of the divorce action.

8. The Husband shall be responsible for, and hold Wife harmless from, any and all debts incurred while the parties were living together as Husband and Wife and each party shall be responsible for the individual debts incurred by them since the separation.

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THIS AGREEMENT, if and when approved by the Court having jurisdiction of this cause, may be incorporated in any decree of divorce which might be granted to the parties, or either of them, and shall operate as a full and final settlement of any and all claims or demands arising between the parties which either party may now have or which might accrue to either in the future as a result of this marriage, except as herein otherwise provided, including but not limited to, maintenance, support, alimony, homestead, inheritance, or any other interest or demand which might otherwise be asserted by either party against the other or against the property or estate of the other.

THIS AGREEMENT shall not be construed as an agreement to allow either party to obtain a divorce and either or both parties are free to seek or contest any action otherwise allowable by law.

THIS AGREEMENT has been entered into by both parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress or misrepresentation and only after each party has had the opportunity to seek the advise of and to consult with counsel.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on this 24th day of July, 1984.

/s/ Sandra Louise Flock Farmer
Sandra Louise Flock Farmer

/s/ Aubrey Jack Farmer, Jr.
Aubrey Jack Farmer, Jr.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, the within named Sandra Louise Flock Farmer, one of the bargainors, with whom I am personally acquainted, and who acknowledged that the within instrument was executed for the purposes therein contained.

Witness my hand and official seal on this 25th day of June, 1984, at Nashville, Tennessee.

/s/ James M. Sykes
NOTARY PUBLIC



My commission expires: Jan. 18,1987

* * * * *

STATE OF TEXAS

COUNTY OF Ector

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, the within named Aubrey Jack Farmer, Jr., one of the bargainors, with whom I am personally acquainted, and who acknowledged that the within instrument was executed for the purposes therein contained.

Witness my hand and official seal on this 24th day of July, 1984, at Odessa, Texas.

/s/ Linda Waller
NOTARY PUBLIC

My commission expires: 5/25/88

It is further ORDERED that the Defendant shall pay the costs of this cause, and execution may issue for any or all of the above.

Entered this 10th day of AUGUST, 1984.

Muriel Robinson, Judge

APPROVED FOR ENTRY:

James M. Sykes
Attorney for Complainant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce was mailed to Mary Frances Lyle, Defendant's Attorney Suite 1104, Parkway Towers, 404 James Robertson Parkway, Nashville, Tennessee 37219 on this 10th day of AUGUST, 1984.

James M. Sykes



# STATE OF TENNESSEE

*I,* **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* Tenth *day of* August, *19* 84, *in Case Number* 83D-3459 *between* Sandra Louise Flood Farmer *Plaintiff, and* Murray Jack Farmer, Jr. *Defendant, as same remains of record in Book* 1388, *Page* 1078 *of the Minutes of said Court.*

**IN TESTIMONY WHEREOF,** *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 30th *day of* October *in the year one thousand nine hundred and* Eighty-Four *and in the* 209th *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* Virginia Lacy, *D.C.*

**Form #GR-117**