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GEORGE L. ROBERTS, CLERK
D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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JOHN HOWARD HALLIBURTON, III)
)
Plaintiff,)
)
)
)
VS.) NO. 81D-1099
)
)
)
DONNA BEGHTOL HALLIBURTON,) BOOK 6492 PAGE 671
)
Defendant.)

FINAL DIVORCE DECREE

This cause came to be heard on the 24th day of July, 1981, before the Honorable Harry Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce, the Property Settlement, Custody and Child Support Agreement entered into between the parties, testimony of the Plaintiff and the entire record, from all of which the Court finds that the Plaintiff should be awarded a divorce on the grounds of irreconcilable differences and that the Property Settlement, Custody and Child Support Agreement is a fair and equitable distribution of the marital property and should be approved.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED THAT the Plaintiff, John Howard Halliburton, III, shall be and hereby is awarded a divorce on the grounds of irreconcilable differences.

IT IS FURTHER ORDERED THAT the Property Settlement, Custody and Child Support Agreement entered into between the parties on April 16, 1981, shall be and hereby is approved and ratified, the terms of which are more fully set out as follows:

PROPERTY SETTLEMENT,

CUSTODY AND CHILD SUPPORT AGREEMENT

This Agreement is entered into in Nashville, Tennessee, on this 16th day of April, 1981, by and between JOHN HOWARD HALLIBURTON, III, hereinafter referred to as "Husband" and DONNA BEGHTOL HALLIBURTON, hereinafter referred to as "Wife," both presently residing in Nashville, Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties are Husband and Wife having been married on December 31, 1979, in Clarksville, Tennessee; and

WHEREAS, one child has been born of the marriage, John Howard Halliburton, IV, on July 16, 1980, in Nashville, Tennessee; and

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue in the marriage relationship as Husband and Wife, that their differences are irreconcilable and accordingly, a divorce action has been filed by Husband against Wife in the Second Circuit Court of Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties to settle amicably their differences with reference to all property rights, custody and rights of support for the minor child, and to enter into a contract to settle all of such rights, not only for the present, but also for the future, it being their intention that the said Agreement will be effective with reference to all of their property presently owned or acquired in the future and irrespective of whether or not a divorce is finally concluded between the parties; and

NOW, THEREFORE, the parties for and in consideration of the mutual promises contained in this Agreement and in consideration of the acts to be performed by the parties, agree as follows:

1. CUSTODY: Husband shall have sole custody of the parties' minor child, John Howard Halliburton, IV, with reasonable and

liberal visitation rights to the Wife which shall include at least one weekend a month, four (4) weeks during the summer months, alternating holidays of Thanksgiving and Christmas, such that Wife shall have the child on Thanksgiving Day, 1981, and Husband shall have the child on December 24 through noon of December 25 with Wife to have the remainder of Christmas Day, December 25, 1981, (each year thereafter the schedule for visitation on Thanksgiving and Christmas shall alternate between the parents) and further Wife shall have the child on Mother's Day and Husband shall have the child on Father's Day regardless of any other visitation schedule agreed to by the parties. The parties recognize and understand that as the child enters school, the visitation schedule may have to be adjusted to meet the needs and demands of the minor child. All expenses incurred in exercising rights of visitation shall be paid by the Wife and in no event shall such expenses operate as an offset to the monthly child support.

2. CHILD SUPPORT: Wife shall pay directly to Husband the sum of $50 per month as child support. Both parties shall maintain adequate major medical and hospitalization insurance for the said minor child and to the extent that such insurance does not cover any expenses for said child, the parties shall be equally responsible for payment of such outstanding obligations. Husband shall be entitled to claim the minor child, John Howard Halliburton, IV, as his dependent on his IRS income tax return.

3. ALIMONY: Neither party shall be required to pay alimony to the other.

4. REAL ESTATE: Wife quitclaims to Husband all right, title and interest to the real property located at 1212 Russell Street, Nashville, Tennessee, 37206, more adequately described as follows:

> Land in Davidson County, Tennessee, being Lot No. 67 on the plan of East Edgefield, of record in Book 21, page 147, Register's Office for said County.
>
> Said Lot No. 67 fronts 58 feet on the southerly margin of Russell Street, formerly Linn Street, and extends back between parallel lines, with the westerly margin of South 13th Street, formerly Anne St., 170 feet to an alley.

Being the same property conveyed to John Howard Halliburton, III, et ux Donna B. Halliburton, by Elmore R. Upchurch, et ux Judith Upchurch on April 25, 1980, as of record in Book 5596, page 167, Register's Office for said County.

Husband shall pay any outstanding obligation owed against the said real estate and hold harmless Wife for payment of such debt.

5. DEBTS: Wife shall assume and be solely responsible for and fully pay the outstanding obligation due Vanderbilt Hospital in the approximate amount of $212 relating to the birth of the parties' child. Husband shall assume and be solely responsible for and fully pay the outstanding obligation against the real estate located at 1212 Russell Street, Nashville, Tennessee, 37206.

With regards to the other outstanding obligations, the Husband shall be responsible for the Master Charge account balance as of February 17, 1981, the amount due the electrician for work on the parties' home, and the personal loan which the parties owe to the Bank of Clarksville. Each party shall hereafter be responsible for his or her own debts and shall hold harmless the other party for payment of such debts.

6. AUTOMOBILES: Wife quitclaims to Husband all right, title and interest to the 1980 Toyota Corolla. Husband shall pay any outstanding obligation owed on the said automobile and hold harmless Wife for payment of such debt.

7. PERSONAL PROPERTY: Wife has in her possession those items of personal property which belong exclusively to her and Husband has in his possession those items of personal property which belong exclusively to him. Neither party shall make a claim against the personal property of the other party.

8. ATTORNEY'S FEES AND COURT COSTS: Each party shall be liable for payment of any outstanding balance for his or her respective attorney's fees. The court costs incurred in this matter shall be equally divided between the parties.

9. ADDITIONAL INSTRUMENTS: At the present time, there are loan document papers which both parties are required to

execute as a result of the purchase of the real property located at 1212 Russell Street, Nashville, Tennessee, 37206. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments, documents, notes, automobile titles, endorsements on deeds or other documents, that may be reasonably required to give full force and effect to the provisions of this Agreement.

10. GENERAL TERMS:

A. The parties agree that this contract shall in no way prohibit either party from defending in any suit for divorce. It is further agreed that in the event a divorce is granted, this instrument shall be incorporated in the Final Divorce Decree, subject to the approval of the Court.

B. It is agreed by the parties that this Agreement shall be a final settlement of the property rights of the respective parties and is a full discharge of Husband from all other claims arising out of the marital relationship, that each party hereby waives and relinquishes to the other party all rights or claims which he or she may have or hereafter acquire under the law of any jurisdiction to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, rights to take against the will of the other, inheritance, descent or distribution, and the right to act as Administrator or Executor of the other's estate. This instrument applies to all property now owned by the parties either jointly or individually or any property which either of them may acquire in the future.

C. This Agreement shall be binding upon and inure to the benefit of the parties and their personal representatives, heirs and assigns. Both parties acknowledge that this Agreement is entered into without undue influence, fraud or misrepresentation; both parties agree that the provisions are fair and equitable and that the legal effect is known to each of the parties. Both parties acknowledge that their counsel participated equally in

the preparation of this Agreement and that the parties voluntarily entered into this Agreement and agree to all of the terms set forth herein. The parties understand and agree that this instrument shall in no way be construed as an agreement to obtain a divorce or to prevent one party from obtaining a divorce against the other.

11. EFFECTIVE DATE: This Agreement shall be effective as of the date of its execution.

IN WITNESS WHEREOF, the parties have read this Agreement, know its contents to be fair and accurate and have signed and executed this Agreement on the day and date shown above.

John Howard Halliburton III
JOHN HOWARD HALLIBURTON, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me
this 14th day of April, 1981.

Linda S. Correll
NOTARY PUBLIC

My Commission Expires: 1-15-83

Donna B. Halliburton
DONNA BEGHTOL HALLIBURTON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me
this 15 day of April, 1981.

Rebecca B. Earls
NOTARY PUBLIC

My Commission Expires: July 21, 1984

IT IS FURTHER ORDERED THAT the costs incurred in this cause shall be equally divided between the parties for which execution may issue, if necessary.

ENTERED THIS 27 DAY OF JULY, 1981.

JUDGE HARRY LESTER

APPROVED FOR ENTRY:

FARRELL & McCOY

By: Carol L. McCoy

CAROL L. McCOY
Attorney for Plaintiff
P. O. Box 3138
Nashville, TN 37219

cc: Donna Beghtol Halliburton
c/o Mr. John M. L. Brown
Attorney for Defendant
Suite 1701
Parkway Towers
Nashville, TN 37219

July 24, 1981

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IDENTIF. REFERENCE

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FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

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BOOK 6492 PAGE 678

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* Second *Circuit Court for Davidson County, Tennessee, on the* 27th. *day of* July, *19* 81, *in Case Number* 81D-1099 *between* John Howard Halliburton, *Plaintiff, and* Donna Beghtol Halliburton *Defendant, as same remains of record in Book* 123B, *Page* 958 *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* 14th. *day of* February *in the year one thousand nine hundred and* Eighty-Five *and in the* 209th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117