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GEORGE L. [illegible], CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANET PARSONS BENNETT, ]
]
Plaintiff, ]
]
vs. ] NO. 83D-3316
]
MARK J. BENNETT, ]
]
Defendant. ]

117-15.0
Par 106

FINAL ORDER BOOK 6915 PAGE 927

This cause came on to be heard the 31st day of January, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, personal service upon the Defendant, the order of default dated January 13, 1984, and the custody and property settlement agreement now entered into between the parties, testimony of Plaintiff in open Court, statement of counsel, and upon the entire record, from all of which the Court was of the opinion that Irreconcilable Differences exist between these parties and that an Absolute Divorce should be granted to Plaintiff.

It is therefore ORDERED, ADJUDGED and DECREED that JANET PARSONS BENNETT be granted an Absolute Divorce from MARK J. BENNETT and that therefore the bonds of matrimony existing between these parties be now and perpetually dissolved.

It is further ORDERED, ADJUDGED and DECREED that custody of the minor child of the parties, namely JULIA BENNETT, shall be awarded to Plaintiff and that Defendant shall have liberal and reasonable visitation rights upon reasonable and timely notice herein.

It is further ORDERED, ADJUDGED and DECREED that all of the content, terms, and agreements between the parties as evidenced in their custody and property settlement agreement entered into between them on January 13, 1984, and executed under oath between them, be herein incorporated and approved in its entirety the same reading as follows:

# CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

This Agreement made this the 13th day of January, 1984, by and between JANET PARSONS BENNETT (hereinafter referred to as "Wife"), and MARK JEFFREY BENNETT (hereinafter referred to as "Husband");

W I T N E S S E T H:

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

WHEREAS, there is pending in the Fourth Circuit Court of Davidson County, Tennessee, an action for divorce instituted by wife under Docket Number 83D-3316; and

WHEREAS, it is the desire of both parties to enter into an agreement with respect to custody and certain property rights; and

ACCORDINGLY, IT IS THEREFORE, AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. That this agreement shall become binding upon the parties and their respective legal representatives, successors and assigns, immediately upon the execution of said agreement, and further, shall be incorporated as a Custody and Property Settlement Agreement in any Final Decree of Absolute Divorce granted to Wife provided that the provisions of this agreement are approved by the Court.

2. The parties agree that custody of the minor child of the parties, JULIA, age five (5), shall remain with Wife and that Husband shall have liberal and reasonable visitation rights with said minor child of the parties upon reasonable and timely notice to Wife.

3. It is further agreed that Husband shall pay the sum of Four Hundred ($400.00) Dollars per month as child support, said sum being payable the first (1st) of each and every month hereinafter directly to Wife.

4. It is further agreed between the parties that the minor child of the parties shall be considered a dependent to Wife for deduction and income tax purposes.

5. It is further agreed between the parties that Husband shall provide an adequate medical insurance coverage, currently with Corroon & Black, for any medical needs of the minor child of the parties, thereby covering any medical needs of the minor child.

6. It is agreed that Husband shall be responsible for any existing debts or obligations on any credit cards, including American Express and VISA charge card.

7. It is agreed that the parties shall be responsible for any and all attorney's fees for their respective counsel.

8. The parties agree that an outstanding loan to NES shall be the responsibility of Husband and that Wife shall be held harmless thereto.

9. It is agreed that the household furniture and furnishings shall become the separate property of Wife, but that Husband shall have as his separate property any and all personal items or effects personal to him as well as any other items of furniture which he and Wife can orally agree upon.

10. It is understood between the parties that there exists an approximate $12,000.00 note or agreement between Husband and Wife and Frances D. Parsons, mother of Wife, dated June of 1983 wherein Husband and Wife had undertook the purchase of a residence at 1620 South Observatory Drive in Nashville, Davidson County, Tennessee. That pursuant thereto, and in addition to said note favoring Frances D. Parsons, the parties executed a deed of trust note and a deed of trust exists executed by the parties favoring the Metropolitan Federal Savings and Loan Association relative to said property.

That said property is described as follows:

Land in Davidson County, Tennessee, being Lot No. 39 on the plan of Green Hills Subdivision, Section I, as of record in Plat Book 547, Page 128, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Mark J. Bennett and wife, Janet P. Bennett, by deed from Frances D. Parsons, unmarried, of record in Book _____, Page _____, said Register's Office.

"Total amount of indebtedness under any contingency in Tennessee is $67,500.00 on the said 1620 South Observatory Drive property in Nashville, Davidson County, Tennessee".

Pursuant thereto, it is agreed between the parties that any and all right, title or interest which Husband may have in said aforedescribed property shall be divested from him and all right, title and interest therein shall be vested in Wife. Further, that Husband shall be held harmless from any obligations therefrom.

It is further understood and agreed between the parties that in the event of the remarriage of Wife and if said above described property is sold, then any net proceeds up to the sum of Seven Thousand Five Hundred ($7,500.00) Dollars shall be placed by Wife into a separate trust fund with Wife as Trustee for the use and benefit of the minor child of the parties, JULIA BENNETT.

11. The parties further agree that in the event of Wife's remarriage, Husband shall have a right under the law to apply to the Court for any decrease in the amount of child support which might be appropriate at that time. Further, that in the event of remarriage of Wife and if the 1620 South Observatory Drive real property is not sold, then a part of any income realized from the rent of an apartment therein, shall be placed in a separate interest bearing account for the minor child of the parties, JULIA BENNETT, and allowed to accumulate therein.

12. Each party expressly agrees that they have entered into this agreement under mutual consideration, that consent to the execution of this agreement has not been obtained by duress, fraud or undue influence by any person and that no representations have been made by or to either party by anyone, and that this agreement is fair and reasonable.

13. Each of the parties agree to execute and deliver to the other party any document that may be reasonably required to accomplish the intention of this agreement, and should do all things necessary to this end.

IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement on the date first above written.

/S/
JANET PARSONS BENNETT

/S/
MARK J. BENNETT

The costs of this cause shall be assessed against the Defendant and for all of the above, an execution shall issue, if necessary.

ENTERED this 3rd day of February, 1984.

JUDGE

APPROVED FOR ENTRY:

DONALD D. HILDEBRAND
Attorney for Plaintiff
214 Third Avenue, North
Nashville, TN 37201
(615) 244-2070

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Order has been forwarded to Mr. Mark J. Bennett, c/o NASHVILLE MACHINE COMPANY, 100 Woodycrest Avenue, Nashville, TN 37211, on this the 2 day of Feb., 1984.

DONALD D. HILDEBRAND

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# 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* 3rd *day of* Feb, *19*84*, in Case Number* 83D-3316 *between* Janet Parsons Bennett *Plaintiff, and* Mark J. Bennett *Defendant, as same remains of record in Book* 134C*, Page* 226D *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* 8th *day of* July *in the year one thousand nine hundred and* 86 *and in the* 211th *year of American Independence.*

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

*By* L Dyer *D.C.*

**Form #GR-117**

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IDENTIFICATION REFERENCE

Jul 14 11 52 AM '86

FEE $15.00
DAVIDSON COUNTY