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1986 MAY 12 PM 1:03

GEORGE L. ROOKER, CLERK

K. Lansford D.C.

IN THE FOURTH CIRCUIT COURT

FOR THE TWENTIETH JUDICIAL DISTRICT OF TENNESSEE

AT NASHVILLE

PECOS DUANE FARMER, Plaintiff,	)	
	)	CIVIL ACTION NUMBER
VS.	)	
	)	85D-3386
RHONDA LYNN FARMER, Defendant.	)	

Map: 53-3
Parcel: 193

FINAL DECREE

This cause came on to be heard on this the 13th day of May, 1986, before The Honorable Muriel Robinson, Judge, upon the original complaint, testimony of the plaintiff, statement of counsel, the property settlement agreement heretofore entered into by the parties, and the entire record in this cause, from all of which the Court finds that irreconcilable differences exist between the parties; that the complaint was filed on November 22, 1985; that the defendant was personally served with process on November 23, 1985; that the plaintiff should have an absolute divorce from the defendant and be restored to all the rights and privileges of an unmarried person; that the plaintiff's mailing address is 1310 Clark, Old Hickory, Tennessee 37138 and that the mailing address of the defendant is 1260 Cheyenne Boulevard, Madison, Tennessee 37115; that the written property settlement agreement heretofore entered into between the parties provides adequate and sufficient provision for the custody and maintenance of the minor child and for the equitable settlement of any property rights between them and it should be approved and made a part of this judgment.

IT IS, THEREFORE, ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the plaintiff, Pecos Duane Farmer, and the defendant, Rhonda Lynn Farmer, be and the same are hereby, forever and perpetually dissolved and for nothing held; and that the plaintiff, Pecos Duane Farmer, be and is hereby granted an absolute divorce from the defendant, Rhonda Lynn Farmer, and restored to all the rights and privileges of an unmarried person.

IT IS, FURTHER, ORDERED AND ADJUDGED by the Court that the property settlement agreement entered into between the parties be and the same is hereby, approved, which agreement is attached hereto as Exhibit A and is incorporated herein by reference, and which is as follows:

IN THE FOURTH CIRCUIT COURT

FOR THE TWENTIETH JUDICIAL DISTRICT OF TENNESSEE,

AT NASHVILLE

1986 APR -4 PM 1:35

GEORGE L. ROGERS, CLERK

M.L. Fowler D.C.

PECOS DUANE FARMER,)
)
Plaintiff,)
)
VS.)
)
RHONDA LYNN FARMER,)
)
Defendant.)

CIVIL ACTION NUMBER

85D-3386

CUSTODY, CHILD SUPPORT AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of March, 1986, by and between Rhonda Lynn Farmer, hereinafter referred to as "Wife," and Pecos Duane Farmer, hereinafter referred to as "Husband," both residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS the parties hereto were married on February 15, 1980, in Nashville, Tennessee, and unto this marriage one child was born, namely, Stacey Lynn Farmer, born July 1, 1981, present age being 4 years.

WHEREAS the parties are desirous of providing for the custody, maintenance and support of their said minor child; and

WHEREAS the parties have acquired certain personal property and they desire to enter into an agreement respecting their rights, title and interest in such property; and

WHEREAS the parties now desire to clarify, amplify and make more specific their respective rights and obligations.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the wife and the husband as follows:

1. That certain irreconcilable differences have arisen between the parties since their marriage, and they now live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way.

2. The minor child, Stacey Lynn Farmer, shall remain in the care, custody and control of the wife.

3. The husband will have visitation with the minor child on alternate week-ends from 6:00 p.m. on Friday until 6:00 p.m. on Sunday, beginning the Friday of the week in whichg this agreement is executed.

The husband will have the child with him during the months of June and July, during which time the wife will have visitation every other weekend from Friday at 6:00 P.M. until Sunday at 6:00 P.M.

The husband shall have visitation rights with the minor child from 8:00 a.m. until 6:00 p.m. on father's day and on the husband's birthday each year; from 8:00 a.m. until 6:00 p.m. on the Fourth of July, Thanksgiving Day, and December 24 in all even numbered years beginning in 1986; from 8:00 a.m. until 6:00 p.m. on January 1, Labor Day and December 25 in all odd numbered years, beginning in 1987; from 8:00 a.m. until 2:00 p.m. on July 1 in all even numbered years; and, from 2:00 p.m. on July 1 until 8:00 a.m. of the following day in all odd numbered years.

The wife shall have visitation rights with the minor child from 8:00 a.m. until 6:00 p.m. on mother's day and on the wife's birthday each year; from 8:00 a.m. until 6:00 p.m. on the Fourth of July, Thanksgiving Day, and December 24 in all odd numbered years beginning in 1987; from 8:00 a.m. until 6:00 p.m. on January 1, Labor Day and December 25 in all even numbered years, beginning in 1986; from 8:00 a.m. until 2:00 p.m. on July 1 in all odd numbered years; and, from 2:00 p.m. on July 1 until 8:00 a.m. of the following day in all even numbered years.

4. The husband shall pay to the wife the sum of $60.00 per week as and for child support beginning the Friday after the execution of this agreement. Such payments shall be made directly to the wife and not through the clerk's office.

5. The husband shall continue the minor child on the hospitalization insurance through his employer.

6. All medical and dental expenses incurred by the minor child not covered by such insurance shall be divided equally between the parties.

7. The parties have heretofore divided their household goods and furnishings and each party shall retain as his or her separate property those items in his or her possession on March 1, 1986.

8. The husband shall receive, free from any claim of the wife, his 1978 Ford Pick-up truck, subject to any indebtedness thereon, and he shall hold the wife harmless and indemnify her for all such indebtedness.

9. The wife shall receive, free from any claim of the husband, her 1985 Cougar subject to any indebtedness thereon, and she shall hold the husband harmless and indemnify him for such indebtedness.

10. The husband shall receive, free from any claim of the wife, the real property owned by the parties at 1310 Clark Street, Old Hickory, Tennessee and shall pay to the wife the sum of $5,000 for her equity therein. Such payment shall be made to the wife within 14 days after the final divorce is granted. The husband shall assume and agree to pay the first mortgage on such property at Old Hickory Employees Credit Union and will hold the wife harmless and indemnify her for such indebtedness. The parties acknowledge that there is presently owning to the wife's mother, Mrs. Heicher, a debt that is in the present principal balance of $1,500.00. The parties agree that they will each pay one-half of such debt to Mrs. Heicher within 14 days after the final decree is entered.

11. Each party shall be responsible for his or her debts incurred since the parties separation on November 2, 1985.

12. Each party shall be responsible for his or her attorneys fees.

13. The husband shall pay the cost of this cause.

14. It is understood and agreed between the parties, as part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

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

Pecos Duane Farmer
PECOS DUANE FARMER

Rhonda Lynn Farmer
RHONDA LYNN FARMER

STATE OF TENNESSEE)
)
COUNTY OF CHEATHAM)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainor, Rhonda Lynn Farmer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged she executed the within agreement for the purposes therein contained. Witness my hand and official seal at Ashland City, Tennessee, this 31st day of March, 1986.

NOTARY PUBLIC

My commission expires:
7/24/88

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainor, Pecos Duane Farmer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged he executed the within agreement for the purposes therein contained. Witness my hand and official seal at Madison, Tennessee, this 14th day of March, 1986.

NOTARY PUBLIC

My commission expires:
July 18, 1987

Farmer-psa
860703

IT IS, FURTHER, ORDERED AND ADJUDGED by the Court that the defendant shall pay the costs of this cause.

For all of which execution may issue, if necessary.

JUDGE

5/12/86.

TO BE ENTERED:

Dennis Wright
Attorney for plaintiff
P.O. Box 181
Madison, Tennessee 37116

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing has been delivered to Mr. William G. Wilkinson, P.O. Box 125, Ashland City, Tennessee 37015, by depositing the same in the United States mail, postage prepaid, this 13th day of May, 1986.

Dennis Wright

Farmer-D01
860503

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IDENTIFICATION REFERENCE

FEB 20 11 25 AM '87

FELIX Z. WISSLER REGISTER
DAVIDSON COUNTY, TN

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* 12th. *day of* May, *19* 86, *in Case Number* 85D-3386 *between* Pecos Duane Farmer *Plaintiff, and* Rhonda Lynn Farmer *Defendant, as same remains of record in Book* 152C, *Page* 1869 *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* 20th. *day of* February *in the year one thousand nine hundred and* Eighty-Seven *and in the* 211th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D Tucker, *D.C.*