IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RONA ANNETTE TALLEY)
)
)
VS.) No. 96390
)
)
JERRY STEVE TALLEY)

BOOK 7163 PAGE 286

FINAL DECREE

This cause came on to be heard on this Wednesday, October 17, 1979, before the Honorable Joe Loser, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the original petition for divorce filed by the original petitioner in this cause, Rona Annette Talley, personal service of process upon the respondent, Jerry Steve Talley, with the parties having reached a property settlement and custody agreement in this matter, and with the cause proceeding to trial as an uncontested matter upon the grounds of irreconcilable differences, and upon the entire record herein, the Court is of the opinion and finds as follows:

That from the proof presented herein, it appears to the Court that the parties have marital differences which cannot be reconciled;

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing by and between the parties should be and they are hereby dissolved, and the petitioner, Rona Annette Talley, is hereby awarded an absolute divorce from the respondent, Jerry Steve Talley, upon the grounds of irreconcilable differences and she is hereby restored to all the rights and privileges of an unmarried person. It further appears that the parties have entered into the following property settlement agreement which is incorporated herein and made a part hereof:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into by and between Jerry Steve Talley, hereinafter referred to as husband, and

Rona Annette Talley, hereinafter referred to as wife, on this 17th day of October, 1979.

WHEREAS, the parties hereto are presently man and wife but have reached the point of irreconcilable differences in the marriage, and it is anticipated that the wife will receive an absolute divorce on the grounds of irreconcilable differences on a petition for divorce heretofore pending in the Third Circuit Court of Davidson County, Tennessee, under docket number 96390. The parties have reached an agreement on the custody of the minor children, as well as settlement of all property, which they wish to acknowledge in writing. The parties have agreed as follows:

(1) That the irreconcilable differences referred to above and which will be referred to in the divorce decree arise by reason of the fact that the husband has been guilty on a number of occasions of adultery during the marriage of the parties, and specifically recently.

(2) It is agreed that the wife shall receive the custody of the two minor children of the parties, with reasonable right of visitation vested in the husband.

(3) It is agreed that the husband shall pay to the wife $400 per month as alimony until she remarried or dies, and in addition thereto, husband shall pay to the wife the sum of $300 per month for each child, or a total of $600 per month as child support, for the two minor children of the parties.

(4) It is agreed that the interest of Mr. Talley in the home of the parties at 620 Cold Springs Drive, Antioch, Tennessee, shall be vested out of him and vested in Rona Annette Talley, by the final decree of divorce. Husband further agrees to sign any and all instruments necessary to execute the transfer of said property.

(5) It is agreed that the wife shall receive all of the household furnishings and furniture in her possession, together with the 1976 Grand Prix automobile which is presently in her possession, with husband agreeing to execute any and all documents necessary to immediately effectuate the transfer of said automobile to wife.

(6) It is further agreed that the husband or the husband's company will continue to pay the wife's automobile insurance through the date of this decree, and for one year thereafter.

(7) It is further agreed that the husband will continue to carry $15,000 life insurance on himself, payable to the wife as primary beneficiary, and to the minor children of the parties as secondary beneficiaries, until such time as the children have reached their majority, and he shall likewise continue in full force and effect, a hospitalization and major medical insurance policy on the minor children, and pay all medical and dental expenses.

(8) It is further agreed that the husband will pay to the wife as alimony each quarter, a sum equal to one-third of his quarterly bonuses from his employer, over and above the alimony as set out in paragraph (3) of this agreement;

and in addition thereto husband will supply to the Court twice a year, a certified accounting of the amount of bonuses he has received from his employer during that six-month period.

(9) It is understood and agreed that the husband will pay to Seth Norman, attorney of record for the wife, attorney's fees in the amount of $500. In addition thereto, the husband will pay the cost of the cause.

(10) It is agreed that each of the parties have read this agreement and understands the meaning thereof and has had the opportunity to consult with any advisor he or she wishes, and acknowledges that it is to be binding upon both parties at the time of the divorce.

IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of October, 1979.

RONA ANNETTE TALLEY

JERRY STEVE TALLEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said State and County, the within named Jerry Steve Talley and wife, Rona Annette Talley, the bargainors, and did acknowledge that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Nashville, Tennessee, on this the ____ day of _____, 1979.

NOTARY PUBLIC

My Commission Expires: _____

The above agreement, which the Court finds to be fair and reasonable, is hereby made the order of the Court.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the respondent will pay the costs of the cause, for which let execution issue if necessary.

This ____ day of _____, 1979.

JUDGE

10-17-79

APPROVED FOR ENTRY:

Enter This 17 Day of October, 1979

Seth Norman
Attorney for Petitioner

CERTIFICATE BOOK 7163 PAGE 269

I hereby certify that a copy of this final decree has been mailed to Mr. John G. Doak, Attorney for the respondent, 2525 Lebanon Road, Nashville, Tennessee 37214, this 17th day of October, 1979.

Seth Norman
Attorney for Petitioner

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 7163 PAGE 290

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Rona Annette Talley
RONA ANNETTE TALLEY

Jerry Steve Talley
JERRY STEVE TALLEY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a ~~Notary Public~~, in and for said State and County, the within named Jerry Steve Talley and wife, Rona Annette Talley, the bargainors, and did acknowledge that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Nashville, Tennessee, on this the 17 day of October, 1979.

Sue Woods, Deputy Clerk
~~NOTARY PUBLIC~~

~~My Commission Expires:~~ _____

02492

IDENTIFICATION REFERENCE

MAR 10 3 30 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 7163 PAGE 293

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* Third *Circuit Court for Davidson County, Tennessee, on the* 17th *day of* October, *1979, in Case Number* 96390 *between* Rona Annette Talley *Plaintiff, and* Jerry Steve Talley *Defendant, as same remains of record in Book* 116B, *Page* 1435 *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* 10th *day of* March *in the year one thousand nine hundred and* eighty-seven *and in the* two-hundred eleventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Hartman, *D.C.*

Form #GR-117