318/1089

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
PROBATE DIVISION

FILED
AUG -5 PM 2:10
GEORGE L. ROOKER, CLERK
D. Bayne D.C.

SHARON JENT BARTON	)	
	)	
	)	
VS.	)	**NO. 84D-1136**
	)	
	)	
STEVEN DONALD BARTON	)	BOOK 7723 PAGE 365

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FINAL DECREE

This cause came on to be heard on the 5th day of August, 1985, before the Honorable Seth Norman, Special ~~James R. Everett, Jr.~~, Judge of the Probate Court for Davidson County, Tennessee, upon Plaintiff's Complaint for absolute divorce, testimony of the Plaintiff in open Court, statement of counsel, and the entire record in the cause; from all of which the court was of the opinion that the proof sustained the allegations of the Complaint; to wit: that such irreconcilable differences exist between the parties that they can no longer cohabit as Husband and Wife.

IT IS, THEREFORE, ORDERED AND ADJUDGED BY THE COURT: that the Plaintiff Sharon Jent Barton, is hereby granted an absolute divorce from the Defendant, Steven Donald Barton, on the grounds of irreconcilable differences, T.C.A. 36-801-II, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Property Settlement Agreement executed by the parties and the same is hereby incorporated in words and figures as follows:

SETTLEMENT AGREEMENT

This Agreement made and entered into this 24th day of April, 1985, by and between **SHARON JENT BARTON,** hereinafter referred to as "Wife" and **STEVEN DONALD BARTON,** hereinafter referred to as "Husband",

W I T N E S S E T H:

WHEREAS, the parties hereto have ceased living together as Husband and Wife, and irreconcilable differences have arisen in their marriage which render it impossible for them to hereafter live together; and

WHEREAS, the parties are desirous of making a full and final settlement of their property interests and all other rights of whatever description existing between them arising out of the marital relationship,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All right, title and interest of Husband in and to the following described real property owned by the parties shall be, and the same is hereby divested out of Husband and vested in Wife, in fee, and Wife shall assume the indebtedness thereon:

Land in Davidson County, Tennessee, being Lot No. 6 on the plan of Section One, Jakes Subdivision, of record in Book 4955, Page 67, Register's Office for said County.

Said Lot No. 6 fronts 125 feet on the southeasterly margin of Eaton's Creek Road and extends back between parallel lines 320 feet to a dead line.

Being the same property conveyed to Steven D. Barton and wife, Sharon J. Barton, by deed by Ellis Jakes, of record in Book 5214, Page 252, Register's Office for Davidson County, Tennessee.

2. In the event Wife shall remarry, Wife shall have the option to sell house and pay Husband the sum of $28,000 from the proceeds thereof or retain the house and pay Husband the sum of $28,000.

(a) In the event Wife shall not remarry, upon the youngest child's attaining the age of 18 years, the house shall be sold and from the proceeds thereof, Wife shall pay to Husband the sum of $28,000.

(b) In the event Wife shall sell the house prior to the events described in 2(a), Wife shall pay to Husband the sum of $28,000 from the proceeds thereof.

3. Husband and Wife shall make an equitable division of their household furniture.

4. Husband shall transfer to Wife, in fee, all of his right, title and interest in and to the parties' 1976 Ford Torino automobile, and shall execute such documents as may be required to accomplish said transfer.

5. Wife shall transfer to Husband, in fee, all of her right, title and interest in and to the parties' 1984 Ford truck, and shall execute such documents as may be required to accomplish said transfer.

6. Wife shall transfer to Husband, in fee, all of her right, title and interest in and to the parties' aluminum fishing boat, and shall execute such documents as may be required to accomplish said transfer.

7. Each of the parties shall be entitled to retain their personal property.

8. Care, custody and control of the parties' minor children, to wit: Steven Paul Barton, Karen Lynn Barton and Ross Allen Barton, is vested in Wife. Husband shall have reasonable visitation privileges with said minor children at such times and upon such terms as the parties may mutually agree from time to time, provided Husband shall be required to give Wife twenty-four (24) hours notice of the time he desires to exercise his visitation privileges.

9. Husband shall keep in full force and effect a policy of major medical and hospitalization insurance for the benefit of the minor children of the parties. Husband further agrees to keep in full force and effect life insurance policies on himself with the minor children listed as beneficiaries.

10. Husband shall pay to Wife the sum of Seventy Five ($75.00) Dollars per week, for a period of twelve (12) months and One Hundred ($100.00) Dollars per week thereafter for the support and maintenance of the minor children of the parties, until the last child reaches eighteen (18) years of age.

11. Husband shall pay to S. Ralph Gordon, Attorney, the sum of Three Hundred Fifty ($350.00) Dollars for services rendered to Wife in this cause.

12. It is understood and agreed by both parties that this Settlement Agreement is intended to be the final settlement of the respective parties hereto, and is a full discharge of Wife from all obligations to Husband arising out of the marital relationship, and is a full discharge of Husband from all obligations to Wife, arising out of the marital relationship, and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the others property.

13. Each party agrees to property execute and deliver to the other all instruments that may be necessary, convenient, or appropriate to carry into effect, fully and fairly, all of the provisions of this Agreement.

14. Neither Husband nor Wife shall charge or cause to or permit to be charged to or against the other any purchase which either of them may hereafter make, or create any obligations in the name of or against the other, nor secure or attempt to secure any credit upon or in connection with the other in his or her name.

15. The parties agree that they understand this Agreement and the provisions contained herein and that the same was executed of their own free will and accord, without any collusion between the parties, and that said Agreement is not the result of any fraud, duress or undue influence exercised by either party upon the other. The parties agree that this Agreement contains the full understanding between the parties, and that there are no other promises, covenants or undertakings other than those set forth above.

Executed at Nashville, Tennessee, the day and year first above written.

/s/ Sharon Jent Barton
WIFE

/s/ Steven Donald Barton
HUSBAND

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 **SHARON JENT BARTON,** who acknowledged that she executed the foregoing Settlement Agreement for the purposes therein contained.

This 24th day of April, 1985.

s/s J. Thomas Martin
Notary Public

My Commission Expires: 10/20/85

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 **STEVEN DONALD BARTON,** who acknowledged that he executed the foregoing Settlement Agreement for the purposes therein contained.

This 24th day of April, 1985.

s/s J. Thomas Martin
Notary Public

My Commission Expires: 10/20/85

It is **ORDERED, ADJUDGED AND DECREED** that all provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court.

The costs of the cause are taxed to the Plaintiff, for which execution may issue, if necessary.

ENTER this 5 day of August, 1985.

Seth Norman
~~JAMES R. EVERETT, JR.~~, JUDGE
SPECIAL

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APPROVED FOR ENTRY:

S. Ralph Gordon

S. Ralph Gordon
Attorney for Plaintiff
704 18th Avenue South
Nashville, Tennessee 37203
(615) 244-1568

CERTIFICATE

I certify that I have mailed a copy of the foregoing Final Decree to Steven Barton, % Nashville Electric Service, 13th & Church Streets, Nashville, Tennessee, this 5th day of August, 1985.

S. Ralph Gordon
S. Ralph Gordon

RUSH!

Dec 8 2 02 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

92007.

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* PROBATE *Circuit Court for Davidson County, Tennessee, on the* 5TH *day of* AUGUST, *19* 85, *in Case Number* 85D-1136 *between* SHARON JENT BARTON *Plaintiff, and* STEVEN DONALD BARTON *Defendant, as same remains of record in Book* 31B, *Page* 1089 *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* December *in the year one thousand nine hundred and* Eighty-Eight *and in the* 213 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary Washburn *D.C.*

Form #GR-117