533
948

1990 MAR -2 PM 3:53

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE,
AT NASHVILLE

K Langford D.C.

SUSAN KAY FERGUSON,
Wife

VS.

JAMES DEXTER FERGUSON,
Husband

NO. 89D-2267

MAP 72-G
PARCEL 90
MAP 71-8 (Duke Street)
PARCEL 47

FINAL DECREE

This cause came on to be heard on the 2nd day of March, 1990, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, on the Complaint for divorce filed by the Wife, Marital Dissolution Agreement executed by and between the parties, from all of which the Court finds that the parties have suffered irreconcilable differences to their marriage.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Wife, Susan Kay Ferguson, have and recover an absolute divorce from the Husband, James Dexter Ferguson, on the ground of Tennessee Code Annotated Section 36-4-101(11), Irreconcilable Differences, and the parties are restored to all rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court affirmatively finds in its Decree that the parties have made adequate and sufficient provisions by written agreement for child support and the equitable settlement of any property rights between the parties. The Court hereby approves said Agreement and same is hereby incorporated in words and made a part of this Final Decree.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

SUSAN KAY FERGUSON, Wife,	)	
VS.	)	NO. 89D-2267
JAMES DEXTER FERGUSON, Husband,	)	

MARITAL DISSOLUTION AGREEMENT

This agreement is made between Susan Kay Ferguson, hereinafter called Wife, and James Dexter Ferguson, hereinafter called Husband.

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable which have caused them to determine that they can no longer continue the marriage relation; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertaking hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. PERSONAL PROPERTY. The parties have heretofore divided their personal property between themselves and each party shall retain the items of personality property he or she presently has in their possession.

2. **CHILD CUSTODY.** The Wife shall have the absolute care, custody and control of the parties' minor child with reasonable rights of visitation being reserved to Husband, including every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday, every Christmas Eve from 6:00 p.m. until December 29 of each year at 6:00, every Easter Sunday and every Father's Day. The parties shall alternate Thanksgiving, Fourth of July and the minor child's Birthday with Wife having visitation the even years. The Husband shall further have visitation for four (4) weeks during

the summer vacation with Wife having visitation during the middle weekend if the four weeks are taken consecutive.

3. **CHILD SUPPORT.** The Husband shall pay the sum of $ 200.00 per month as child support. The parties agree that at the time of the signing of this Agreement, the net take home pay of the Husband is $ 1,000.00 per month. The parties acknowledge that the amount of child support herein agreed upon is in compliance with the federally mandated guidelines and represents not less than 21% of the Husband's net pay per month. Husband also agrees to obtain and maintain hospitalization and medical insurance on the minor child as well be responsible for one-half on any and all medical, dental, eye or counseling bills not covered by said insurance.

Said child support shall begin in February, 1990, and shall be due the first of each month thereafter.

4. **LIFE INSURANCE.** Husband agrees to maintain life insurance on his life in the amount of $100,000.00 with the minor child as beneficiary and Wife agrees to maintain life insurance on her life in the minor child as beneficiary in the amount of $50,000.00.

5. **NO INTERFERENCE.** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

6. **TAX EXEMPT STATUS.** This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of marital estate property only.

7. MARITAL RESIDENCE. The parties own their home at 1001 Due West Valley, Madison, Davidson County, Tennessee 37115, as joint tenants by the entirety. All right title and interest which Wife has, in and to, the aforementioned property shall be divested from her and the sole and exclusive ownership shall be vested in Husband in fee simple absolute. Husband shall assume any mortgage or other indebtedness associated with the home and

shall hold Wife harmless from any responsibility therefrom. Wife shall execute a quitclaim deed divesting her interest therein upon date of entry of the divorce decree.

8. **RENTAL PROPERTY.** The parties own as joint tenants by the entirety several parcels of rental property located at 3204 Anderson Place, Nashville, Davidson County, Tennessee 37216, 318 Dukes Street, Nashville, Davidson County, Tennessee 37207, 931 Due West Avenue, Madison, Tennessee 37115, 915 East Trinity Lane, Nashville, Davidson County, Tennessee 37207, Hydes Ferry Pike, Nashville, Tennessee 37218. All right, title and interest which Husband has in 3204 Anderson Place and 318 Dukes Street shall be divested from him and the sole and exclusive ownership shall be vested in Wife in fee simple absolute and free and clear of any encumbrance. Husband shall execute a quit claim deed divesting his interest therein upon date of entry of the divorce decree. All right, title and interest which Wife has in the remaining aforementioned property shall be divested from her and the sole and exclusive ownership shall be vested in Husband in fee simple absolute. Husband shall assume any and all mortgage or other indebtedness associated with said property and shall hold Wife harmless and indemnify her from any responsibility therefrom. Wife shall execute a quitclaim deed divesting her interest therein upon date of entry of the divorce decree.

9. **BUSINESS INTEREST.** Husband shall be awarded the sole and exclusive ownership interest in the business known as All American Restaurant Supply, including any and all assets and liabilities associated therewith and he shall hold Wife harmless and indemnify her from any responsibility arising from and associated with said business interest including any taxes or lien associated therewith. Wife shall be awarded the sole and exclusive ownership interest in the business known as Suzie Q's Home Cleaning, including any and all assets and liabilities associated therewith and she shall hold Husband harmless and indemnify him form any responsibility arising from and associated with said business interest including any taxes or lien associated therewith.

10. **DIVISION OF MARITAL ESTATE.** As a division of the marital estate, the parties agree that Wife shall receive the sum of $10,000.00 to be paid by Husband on the date of divorce and the sum on $2000.00 to be paid by Husband 90 days after the date of entry of divorce for a total of $12,000.00. Wife shall further receive rehabilitative alimony for a period of twelve (12) months in the amount of $100.00 per month beginning March 1, 1990 and payable the first of each month thereafter for 12 months through February 1991.

11. **AUTOMOBILES.** Wife shall be awarded the sole and exclusive ownership of the 1985 Ford Escort free and clear of any encumbrance and Husband shall be awarded the sole and exclusive ownership of the 1978 Ford truck and he shall assume any balance of indebtedness thereon and hold Wife harmless therefrom.

12. COURT COSTS AND ATTORNEY'S FEES. It is agreed that any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by the Husband. Each party shall pay his or her own attorney's fees.

13. **DEBTS.** The parties agree that each will be responsible for any indebtedness accumulated by them under their respective signatures and agree to hold the other harmless thereon.

14. 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 that may be reasonably required to give full force and effect to the provisions in this agreement.

15. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

16. This agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

17. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein

stated. The provisions in this agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

WITNESS our hands on the day and date written below.

Susan K. Ferguson
SUSAN KAY FERGUSON

James Dexter Ferguson
JAMES DEXTER FERGUSON

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 SUSAN KAY FERGUSON, with whom I am personally acquainted and who acknowledged that she signed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville, Tennessee, this the 2nd day of March, 1990.

Suzanne F. Glover
NOTARY PUBLIC

My Commission Expires: 5/20/92

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 JAMES DEXTER FERGUSON, with whom I am personally acquainted and who acknowledged that he signed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville, Tennessee, this the 13th day of February 1990.

Kathleen C. [illegible]
NOTARY PUBLIC

My Commission Expires: May 20, 1992

Husband's Address: 1101 Due West Valley Drive
Madison, Tennessee 37115

Wife's Address: 395 Moore's Circle, P.O. Box 329
Kingston Springs, Tennessee

The costs of this cause are taxed to the Husband, for all of which let execution, if necessary.

ENTERED this 2 day of Nov, 1989.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

JOANIE ABERNATHY, NO. 11385
Attorney for Wife
Suite 102
607 West Due West Avenue
Madison, TN 37115
(615) 865-5533

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been forwarded Mr. Glen Funk, Attorney for Husband, Law Office of Lionel Barrett, Suite 417, Washington Square Two, 222 Second Avenue, North, Nashville, Tennessee 37201 this 2nd day of March, 1990.

JOANIE ABERNATHY

13

BOOK 8090 PAGE 26

19530

IDENTIF. TREFERENCE

APR 17 2 38 PM '90

RUSH

1982 04/17 0101 01CASH 24.00

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* Second *day of* March, *19* 90, *in Case Number* 89D-2267 *between* Susan Kay Ferguson *Plaintiff, and* James Dexter Ferguson *Defendant, as same remains of record in Book* 53B, *Page* 948 *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* 17th *day of* April *in the year one thousand nine hundred and* Ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By V. Lacy *D.C.*

Form #GR-117