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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

IDENTIF. REFERENCE

SETH THOMAS FARLEY III
COMPLAINANT

versus

VIRGINIA G. FARLEY
DEFENDANT

Docket Number 87D754

NOV 6 1 58 PM '90
DAVIDSON COUNTY TN.

BOOK 8232 PAGE 479

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FINAL DECREE

This cause came to be heard on this the 22nd day of September, 1987, before the Honorable James R. Everett upon the Original Complaint and the entire Record, from all of which it appears to the satisfaction of the Court that the allegations of the Original Bill are fully sustained by the proof; the Complainant and Defendant were married on March 22, 1980, in Davidson County, Tennessee and that the Complainant has been a resident of Davidson County, Tennessee for more than six months preceding the filing of this Bill, and it further appears to the Court that Irreconcilable Differences exist between the Parties pursuant to Tennessee Code Annotated, Section 36-4-101(11);

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the Complainant and Defendant be, and the same hereby are, absolutely and forever dissolved, and the Complainant be, and hereby is, granted an absolute divorce from the Defendant and the Parties are restored to all the rights and privileges of unmarried persons;

IT FURTHER APPEARING to the Court that the Parties have entered into a Property Settlement Agreement, the same having been filed as part of the Record in this cause, and the Court has reviewed the same and the Court has affirmatively found that the Parties have made adequate and sufficient provisions by written agreement for the the equitable settlement of any property rights between the Parties and does ratify and approve said Agreement, and said property shall be divided pursuant to the Property Settlement Agreement, which is as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE

AT NASHVILLE

SETH THOMAS FARLEY III Complainant	)	
VS.	)	Docket No. 87D754
VIRGINIA G. FARLEY Defendant	)	

MARITAL SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, entered into and executed this 31st day of August, 1987, in the County of Davidson and State of Tennessee by and between SETH THOMAS FARLEY III, hereinafter referred to as "HUSBAND" and VIRGINIA G. FARLEY, hereinafter referred to as "WIFE,"

W I T N E S S E T H:

WHEREAS, the Parties hereto are HUSBAND and WIFE and are experiencing certain marital difficulties, and each believes that there are irreconcilable differences between them, and as a result of these differences the Parties are not living together as husband and wife, and the HUSBAND has filed for an Absolute Divorce against the WIFE in the Circuit Court of Davidson County, Tennessee under Docket Number 87D754; and,

WHEREAS, it is the intention of the Parties that their marriage be terminated on the grounds of Irreconcilable Differences, pursuant to Tennessee Code Annotated, Section 36-4-101(11), and whereas there are NO children born of this marriage and still of minor age,

NOW THEREFORE, in consideration of the premises and mutual covenants and promises made herein, the Parties do mutually agree as follows:

(1) This Agreement shall be introduced in the Proceedings now pending in Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the Parties, and that said Court shall retain jurisdiction of the case for purposes of adjusting periodic alimony and/or child support based on any material change of circumstances which might arise in the future; and,

(2) That, in the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable; and,

(3) That this Agreement is a full and final settlement between the Parties of their respective rights and responsibilities to each other, and each Party hereby waives all rights or claims which each may have or hereafter acquire against the person or property of the other Party except as provided by the terms of this Agreement; and,

(4) Each of the Parties shall properly execute and deliver such written instruments as may be required from time to time to carry into effect fully the provisions of this Agreement; and,

(5) That except as otherwise provided in this Agreement, the Parties have made an equitable distribution of the personal property of the marriage, including any motor vehicles, and each Party shall be responsible for any indebtedness on their respective items of personal property and hold the other harmless on the same; and,

(6) That except as otherwise provided in this Agreement, each Party shall be solely and separately responsible for paying any and all debts incurred in their own respective names and shall hold the other Party harmless therefrom; and,

(7) That, pursuant to TCA 36-4-102(a) (3), the Defendant waives service of process in this cause which is identified as, FARLEY versus FARLEY Davidson County Circuit Court, Docket Number 87D754;and,

(8) That the WIFE shall be awarded the real estate and all improvements thereon located at 1338 Pennock Avenue, Nashville, Tennessee, the same being described more fully in a deed of record Official Record Book 5929, Page 762, Register's Office for Davidson County, Tennessee, to-wit:

> Land in Davidson County, Tennessee, being Lots No. 309 and 310 in Highland Park Subdivision, in the Plan of which is of record in Book 421, Page 14, Register's Office for said County.
>
> Said Lots No. 309 and 310 adjoin each other and front together 50 feet on the west side of Pennock Avenue and extend back westwardly between parallel lines, 175 feet, more or less, to a 15 foot alley.

Said property is the same property conveyed to Virginia G. Farley, by Roger F. Williams of record in Book 5929, Page 762, in the Register's Office of Davidson County, Tennessee.

and accordingly, all right, title and interest of the HUSBAND in and to said property is divested out of the HUSBAND and into the WIFE to have as HERS absolutely, and the WIFE shall assume sole responsibility for the indebtedness, if any, on the same and shall hold the HUSBAND harmless on such idnebtedness; and,

(9) That the Parties will file a joint Federal income tax return for the tax year 1986, and they will divide equally any Federal income tax refund they may receive for the tax year 1986; and,

(10) That the HUSBAND shall pay the WIFE $4780.00 as a property settlement payment;

IN WITNESS WHEREOF, we have executed this Agreement as of the date written and at the place written first herein.

Seth Thomas Farley III

SETH THOMAS FARLEY III, Complainant

STATE OF

COUNTY OF

On this the 31st day of August, 1987, before me personally appeared SETH THOMAS FARLEY III, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Mary E. Quinn

NOTARY PUBLIC

My commission expires My Commission Expires May 13, 1990.

Virginia G. Farley

VIRGINIA G. FARLEY, Defendant

STATE OF

COUNTY OF

On this the 2 day of July, 1987, before me personally appeared VIRGINIA G. FARLEY, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

My commission expires My Commission Expires JAN. 21, 1990.

Approved for entry:

Stan D. Darnell
Attorney for Complainant

Supplementary Agreement:

(11) That the Wife shall be restored her previous married name to Williams.

Seth Thomas Farley III, Complainant

Virginia G. Farley, Defendant

State of Tennessee

County of Davidson

On this the 22nd day of Sept, 1987 before me personally appeared Virginia G. Farley, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Notary Public

My commission expires Dec. 10, 1990.

State of Tennessee

County of Davidson

On this the 22nd day of Sept, 1987 before me personally appeared Seth Thomas Farley III to me know (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Sharon Dimm

Notary Public

My commission expires December 10, 1990.

The Court shall retain jurisdiction of this cause for the enforcement of this decree and either Party has leave to apply, and the costs of this cause have been paid.

Entered this 22nd day of September, 1987.

HONORABLE James R. Everett, JUDGE

Approved for entry:

Stan D. Darnell
Attorney for Complainant

CERTIFICATE OF SERVICE

I certify that an exact copy of this Final Decree has been delivered on this, the 23rd day of Sept., 1987, by first class mail, postage prepaid, or by hand delivery, to the Defendant, Frank Howard Smith, Jr., 1048 Zophi Street, Nashville, Tennessee 37216.

Stan D. Darnell

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* 22ND *day of* SEPTEMBER, *19*87, *in Case Number* 87D-754 *between* SETH THOMAS FARLEY III *Plaintiff, and* VIRGINIA G. FARLEY *Defendant, as same remains of record in Book* 38B, *Page* 1579 *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* 5TH *day of* NOVEMBER *in the year one thousand nine hundred and* NINETY *and in the* 215TH *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary Sadler *D.C.*

Form #GR-117