1216/1023

IN THE THIRD CIRCUIT COURT FOR THE TENTH JUDICIAL CIRCUIT OF TENNESSEE

AT NASHVILLE

CATHY L. BAKER, Plaintiff,	]	B. Eddings D.C.
VS.	]	CIVIL ACTION NUMBER
JOHN M. BAKER, Defendant.	]	80D-4517

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FINAL JUDGMENT

This cause came on to be heard on this, the 16th day of June, 1981, before The Honorable Joe Loser, Judge, upon the original complaint, the judgment by default, 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 December 2, 1980; that the signatures of the parties to the property settlement agreement were duly notarized; 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 written property settlement agreement heretofore entered into between the parties provides adequate and sufficient provision for the custody and maintenance of the minor children and for the equitable settlement of the parties' property, and 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, Cathy L. Baker, and the defendant, John M. Baker, be, and the same are hereby, forever and perpetually dissolved and for nothing held; and that the plaintiff, Cathy L. Baker, be, and is hereby, granted an absolute divorce from the defendant, John M. Baker, 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 has heretofore been filed with the Court, and is incorporated herein by reference.

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 6/22/81

TO BE ENTERED:

WRIGHT & BOWERS, P. C.

BY: Anthony N. Bowers
Anthony N. Bowers
Attorney for Plaintiff
P. O. Box 181
Madison, Tennessee 37115

CUSTODY, CHILD SUPPORT
AND
PROPERTY SETTLEMENT AGREEMENT

FILED
1981 JUN 16 PM 8:46

THIS AGREEMENT made and entered into this ____ day of _____, 1981, by and between Cathy L. Baker, hereinafter referred to as "Wife," and John M. Baker, hereinafter referred to as "Husband," both residents of Davidson County, Tennessee.

WITNESSETH:

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WHEREAS the parties hereto were married on July 4, 1969, in Nashville, Tennessee, and two children were born to their marriage, namely: Christopher Shawn Baker, age 10 years, born September 10, 1970, and Brandon Shane Baker, age 4 years, born May 25, 1976; and

WHEREAS the Wife has instituted divorce proceedings against the Husband seeking an absolute divorce in the Third Circuit Court of Davidson County, Tennessee, being Civil Action Number 80D-4517; and

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

WHEREAS the parties have acquired certain real and 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 children of the parties, namely: Christopher Shawn Baker and Brandon Shane Baker, shall remain in the care, custody, and control of the Wife, and the Husband shall have the right of reasonable visitation privileges with the said minor children on the weekends.

3. The Husband shall pay to the Wife as and for child support, the sum of $100.00 per month, however, said child support payments shall be reviewed annually and the payments shall be adjusted to the cost of living indices as published in the "All Urban Household Index" by the United States Department of Labor. Said payments are to be paid through the office of the Davidson County Circuit Court Clerk on the 1st of every month and the Husband will pay any commission required by that Office.

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4. The Husband shall be responsible for all medical, dental and college expenses incurred by the said minor children.

5. The Wife shall receive the real property located at 320 Honeyhill Drive, Nashville, Tennessee, subject to any and all indebtedness thereon, except for the 2nd mortgage, which the Husband shall be responsible for.

6. The Wife shall receive the 1978 Mercury Cougar automobile, subject to any and all indebtedness thereon.

7. The Husband shall receive the Chevrolet pick-up truck, subject to any and all indebtedness thereon.

8. The Husband shall be responsible for the debts owing to Master Charge and Visa.

9. The Husband shall pay the cost of this cause.

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

JOHN M. BAKER

Sworn to and subscribed before me this 12th day of March, 1981.

My commission expires:

7/13/83

NOTARY PUBLIC

CATHY L. BAKER

Sworn to and subscribed before me this 12th day of March, 1981.

My commission expires:

7/13/83

NOTARY PUBLIC

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IDENTIF. REFERENCE

JUN 24 3 37 PM '92

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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* ~~22nd~~ *day of* JUNE, *19* 81, *in Case Number* 80D-4517 *between* CATHY L. BAKER *Plaintiff, and* JOHN M. BAKER *Defendant, as same remains of record in Book* 121B, *Page* 1023 *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* 19th *day of* JUNE *in the year one thousand nine hundred and* 92 *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117