BOOK 10587 PG 49

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES PORTER McFARLAND)
)
VS.) NO. 97D-1243
)
CATHY ANN DODSON McFARLAND)

97 AUG 21 PM 3:5[illegible]
[illegible] CLERK
D.C.

FINAL DECREE

This cause came on to be heard this 15th day of August, 1997, before the Honorable Muriel Robinson, Judge, on the Complaint for Absolute Divorce filed by the Husband, signed and notarized Marital Dissolution Agreement having been filed with the Court, testimony of the Husband, statement of counsel for the Husband, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage and a divorce should be granted.

It is therefore ORDERED, ADJUDGED and DECREED that the Husband, James Porter McFarland, be and is hereby granted an absolute divorce from the Wife, Cathy Ann Dodson McFarland, on the ground of irreconcilable differences, Tennessee Code Annotated § 36-4-103, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to Tennessee Code Annotated § 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and further, that they have made adequate and sufficient provision at this time for the custody and support of the minor children. The Court hereby approves the Marital Dissolution Agreement, and the same is hereby incorporated in words and figures as follows:

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IDENTIF. & REFERENCE
97 AUG 29 AM 11:15
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

MARITAL DISSOLUTION AGREEMENT

This agreement entered into this 9 day of April, 1997 by and between CATHY ANN DODSON MCFARLAND, hereinafter referred to as "Wife" and JAMES PORTER MCFARLAND, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, certain difficulties have arisen between the parties which appear to be irreconcilable, and there is about to be filed in the Circuit Court of Davidson County, Tennessee, a petition for absolute divorce between the parties, being JAMES PORTER MCFARLAND V. CATHY ANN DODSON MCFARLAND, bearing Docket No. 97D 1243, and the Wife waives the filing of an answer in this cause, and;

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, therefore, in settlement, adjustment and compromise of all property rights, questions and matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree to and covenant as follows:

1. DIVORCE: The Husband shall proceed to Court and attempt to obtain an absolute divorce on the ground of irreconcilable differences.

2. PERSONAL PROPERTY: Each party shall keep as their sole and separate property all items of personal property now in his or her possession with the exception of the following items which are presently in possession of the Husband and which he shall turn over to the Wife: aunt's pictures, clothing, her father's watch, her personal items in house, any of children's furniture or items remaining in house. The Wife shall return to the Husband the flower shaped ring.

3. CUSTODY AND SUPPORT: The Wife shall receive the care, custody and control of the two minor children of the parties, Jason Samuel McFarland, age thirteen, and Jamie Ann McFarland, age 12, with the husband having reasonable visitation privileges. The husband shall

pay as child support the sum of Three Hundred Fifty Dollars ($350.00) a month, payable on the twenty-first day of each month. The Wife shall maintain medical insurance on the minor children and the Husband shall pay all medical, dental, hospital and optical bills not covered by said insurance. The parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment and the parties understand that court approval must be obtained before child support can be reduced. 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 32% of the Husband's net pay per month.

4. AUTOMOBILES: The Wife shall keep as her sole and separate property the automobile in her possession and the Husband shall receive all of the Wife's right, title and interest in and to the 1987 Chevy Spectrum and he shall assume all indebtedness owed thereon.

5. REAL PROPERTY: The Wife shall sign a Quitclaim Deed conveying her interest in the homeplace at 433 Heney Drive to the Husband and the Wife shall retain a lien on said homeplace in the amount of Five Thousand Dollars ($5,000.00). This lien shall be paid when the homeplace is sold or the Husband ceases to use the homeplace as his principal place of residence.

6. DEBTS: Each party shall pay and be solely responsible for any debts that he or she has accumulated during the marriage and shall hold the other party harmless thereon.

7. BUSINESS: The Husband shall receive all of the Wife's right, title and interest in and to his business known as McFarland's Tractor and Backhoe and he shall assume all indebtedness owed thereon and shall hold the Wife harmless.

8. ATTORNEY'S FEES: Each party shall pay and be solely responsible for the payment of their own attorney's fees.

9. COURT COSTS: The Husband shall pay and be responsible for the payment of the court costs in connection with this cause.

10. APPROVAL OF THE COURT: It is understood and agreed upon by the parties that this agreement shall be introduced in any divorce

action prosecuted by either of them and submitted to the Court for approval, ratification and incorporation.

11. FINAL SETTLEMENT: It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge of the Husband from all further obligations to support the Wife and discharges them from all other claims arising out of the marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other's property including without limitation, dower, curtesy, statutory allowances, homestead rights, rights to take against the will of the other, inheritance, descent or distribution, alimony and support, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by the husband and wife, or any property that either of them may acquire in the future.

12. BINDING AGREEMENT: This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

13. FAIR AND EQUITABLE SETTLEMENT: It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in the Agreement and their legal effect are fully known by each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily. In the event it becomes necessary to enforce any of the terms of this agreement, the party who is successful in enforcing the terms shall be entitled to his or her attorney fees and costs from the other party.

14. ADDRESS: The address of the Wife is 37170 Olive Street, Newark, CA 94560 and the address of the Husband is 433 Heney Drive, Nashville, TN 37214.

15. SUPPORT OBLIGATION: Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts and/or to indemnify and hold the other party harmless from

any liability therefore, such obligation shall be deemed to be a support obligation under 11 USC Section 523(5), which is not dischargeable in bankruptcy as to the other party.

16. REPRESENTATION: The Wife acknowledges that David C. Rutherford and L. R. DeMarco represent the Husband and not the Wife. The Wife understands that she has the right to be represented by her own attorney now, or at any time during this divorce action. The Wife is not relying on any representation or any advice of David C. Rutherford or L. R. DeMarco in entering into this agreement.

17. TAXES: All back taxes, incurred as a result of the Husband's business during the time of the marriage, current and delinquent, shall be the sole responsibility of the Husband. All personal taxes incurred by each party from the date of separation shall be the sole responsibility of each party.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the 9 day of April 1997, as to the Wife and the 18th day of April, 1997, as to the Husband.

Cathy McFarland
WIFE

James P. McFarland
HUSBAND

STATE OF CALIFORNIA)
COUNTY OF ALMEDA)

On 4-9-, 1997, before me, SUSAN GALLEGUS JOHNSON, Notary Public, personally appeared:

Cathy Ann McFarland

XXX- Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or their entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Susan Gallegus Johnson
Comm. #1102933
NOTARY PUBLIC CALIFORNIA
ALAMEDA COUNTY
Comm. Exp. June 28, 2000

Susan Gallegus Johnson
California Notary

Notary Stamp

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said state and county, the within named James Porter McFarland who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 18th day of April, 1997.

NOTARY PUBLIC

My commission expires 3-25-2000

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all of the Wife's right, title and interest in and to the real property located at 433 Heney Drive in Nashville, Davidson County, Tennessee, shall be divested out of the Wife, Cathy Ann Dodson McFarland, and shall be vested in the Husband, James Porter McFarland, in fee simple absolute. It is further ORDERED that the Wife is awarded a lien on the homeplace in the amount of Five Thousand Dollars and .00/100 ($5,000.00) and this lien shall be paid when the homeplace is sold or when the Husband ceases to use the homeplace as his principal place of residence. Said real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 95 on the Plan of Perry Heights Subdivision, recorded in Book 2900, page 18, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.
>
> BEING the same property conveyed by Deed to James P. McFarland and Wife, Cathy A. McFarland, from the Secretary of Housing and Urban Development of record in Book 8325, page 779, Register's Office for Davidson County, Tennessee.
>
> James P. McFarland and James Porter McFarland are one and the same person. Cathy A. McFarland and Cathy Ann Dodson McFarland are one and the same person.

The Husband shall pay the costs of this cause for all of which execution may issue, if necessary.

ENTER this 21st day of August, 1997.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

L. R. DeMARCO #2652
Attorney for Husband
Suite 400, Washington Square
214 Second Avenue North
Nashville, TN 37201-1602
(615) 256-6681

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to the wife, Kathy McFarland, 37170 Olive Street, Newark, CA 94560 and to Mr. Robert L. Johnson, Attorney at Law, 5800 Thornton Avenue, Newark, CA 94560, this 15th day of August, 1997.

L. R. DeMARCO

STATE OF TENNESSEE

I, **RICHARD R. 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 FOURTH Circuit Court for Davidson County, Tennessee, on the 21 day of AUGUST , 19 97 , in the Case Number 97D1243 between MCFARLAND, JAMES PORTER Plaintiff, and MCFARLAND, CATHY ANN DODSON Defendant, as same remains of record in Book 272B , Page 1275 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 29 day of AUGUST in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Goodwin
Deputy Clerk

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