

y
JUL 25 1 36 PM '96

IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI

BK 304 PG 270
W.E. DAVIS CH. CLK.

WILLIAM RONALD FARRAR

PLAINTIFF

V.

NO. 96-7-834

OLIVIA (RIEBEN) FARRAR

DEFENDANT

DECREE OF DIVORCE

1. This cause came on for hearing this date upon a sworn Complaint For Divorce filed by William Ronald Farrar (Ronnie), Plaintiff in the above styled and numbered cause, against Olivia (Rieben) Farrar (Olivia), Defendant, for a divorce on the grounds of habitual cruel and inhuman treatment, pursuant to Section 93-5-1, Mississippi Code of 1972; or, in the alternative, on the grounds of irreconcilable differences, pursuant to Section 93-5-2, Mississippi Code of 1972; personal service of process on the Defendant; Application For Temporary Restraining Order Without Notice Regarding Child Custody And Other Matters filed by Ronnie; Order Granting Temporary Restraining Order; Motion For Temporary Relief In Divorce Action filed by Ronnie; and Waiver Of Process filed by Olivia. The Court affirmatively finds, upon review of the file and proof taken in open court, that:

2. The Court has jurisdiction of the parties and the subject matter.

FILED

JUL 22 1996

W E DAVIS, CLERK

3. The allegations in the Complaint For Divorce are true and correct as stated therein.

4. One (1) child was born to this marriage, to-wit:

Dalton James Farrar, born July 3, 1994 (2)

5. Ronnie is entitled to a divorce from Olivia on the grounds of habitual cruel and inhuman treatment, pursuant to Section 93-5-1, Mississippi Code of 1972.

6. IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, William Ronald Farrar, be and is hereby granted a divorce from the Defendant, Olivia (Rieben) Farrar, on the grounds of habitual cruel and inhuman treatment, pursuant to Section 93-5-1, Mississippi Code of 1972; that the bonds of matrimony between them be dissolved and hereafter held for naught; and that each of the parties be and is hereby restored to all the rights of a single person.

7. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

A. Ronnie is a fit and proper person to have paramount physical custody of and the primary responsibility for the rearing of the parties' minor child.

Therefore, Ronnie shall have paramount physical custody of the estate and person of the parties' child, with reasonable supervised visitation to Olivia. Such supervised visitation shall be

in the presence of Ronnie or someone designated by him.

- B. In view of the unstable nature of Olivia's employment and income, no child support shall be payable at this time.
- C. Ronnie shall provide and keep in force suitable medical, hospitalization, dental and optical insurance coverage for the parties' child. Dental and optical coverage are subject to availability through Ronnie's employment. The parties shall be equally responsible for all medical bills, dental bills, hospitalization and pharmaceutical bills of said parties' child not covered by insurance (out-of-pocket costs). Ronnie shall provide reasonable documentation of such uncovered expenditures by having such bills and/or other documentation sent to Olivia in a timely manner, i.e., within ten (10) days, and Olivia shall pay her part of same within fifteen (15) days of the receipt of said documentation. Ronnie shall furnish Olivia proof of coverage as may be reasonably requested by Olivia from time to time.
- D. Ronnie shall provide and maintain a life insurance policy on his life for no less than \$50,00.00, with the parties' child being the beneficiary.

- E. The marital residence at 10295 Palmer Cove, Olive Branch, DeSoto County, Mississippi, is presently titled in the names of both parties. The parties have little or no equity in said residence. Therefore, Olivia's undivided one-half ($\frac{1}{2}$) interest in the marital residence shall be divested from her and vested in Ronnie. Thence, Ronnie shall be responsible for and timely pay the mortgage note on said residence, and hold Olivia harmless therefrom.
- F. Ronnie shall retain possession and title to the furnishings and equipment remaining in the marital residence. Each party shall retain those items of personal property presently in the possession of each; provided, however, that Olivia shall receive the china cabinet and the contents thereof.
- G. Each party shall retain its own personal items such as clothing, jewelry and the like.
- H. Ronnie shall retain exclusive title, use and possession of the 1993 Ford Ranger in his name, and Olivia shall receive exclusive title, use and possession of the 1988 Pontiac Firebird presently titled in Ronnie's name.
- I. Ronnie shall retain exclusive title, use and possession of the 3-wheeler and the 5 cows.

Ronnie shall also retain exclusive title, use and possession of the curio cabinet, and shall be responsible for all indebtedness thereon to Fleming Fine Furniture.

- J. Each party shall retain its own bank accounts, life insurance, retirement accounts and other intangible property in the name of each, respectively, except as provided to the contrary herein.
- K. Each party shall be responsible for his or her own individual debts, accounts, credit cards and the like, except as provided to the contrary herein.
- L. Neither party shall have the right to share in the estate of the other party or to claim any family allowances, homestead, dower, curtesy, or survivor's benefits, or to serve as Executor or Administrator of the estate of the other party except as provided by will or codicil executed after a Decree Of Divorce. In the event of the death of either party after the entry of a Decree Of Divorce, if either party for whatever reason receive any money or other property by reason of the death of the other, whether as beneficiary of a life insurance policy, joint (survivorship) ownership, or otherwise, the receiving party shall immediately

pay over and deliver anything received to the estate of the other party.

- M. Except as provided to the contrary in a Decree Of Divorce, neither party shall have: (a) any claim or right whatsoever, now and hereafter, in and to any real or personal property owned by the other prior to the marriage or acquired subsequent thereto by the other; (b) any right, title or interest in and to the proceeds in any individual checking or savings accounts, retirement account, stock, profit-sharing, credit union accounts, or other intangible personal property maintained by the other; (c) any property belonging to both of the parties at the time of their separation which is now in possession of the other.
- N. Neither party shall have any other claim, cause of action or demand of any kind and character whatsoever, whether civil or criminal, whether past or present, arising from and during the marriage of the parties hereto, excepting however those matters that may be included in a Decree Of Divorce.
- O. All indemnity provisions herein relating to the payment of third-party debts, and all payments by each party for joint indebtedness, shall, for the purposes of the Bankruptcy Code, be construed in the nature of alimony,

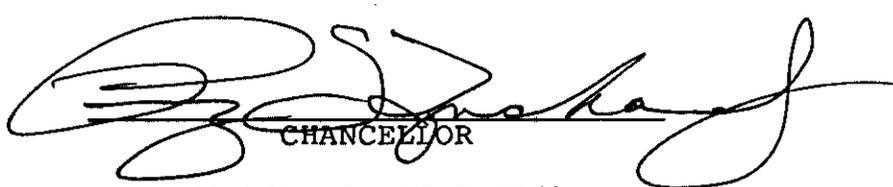
support and maintenance, and not dischargeable in bankruptcy, pursuant to 11 USC Section 523(a)(5), in that all support and debt payment provisions contained herein are based on the premise that all such third-party debts will be paid by the party undertaking to do so.

8. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:
 - A. Each party shall pay its own attorney fees, and Ronnie shall pay court costs.
 - B. Inasmuch as no child support is ordered at this time, no Withholding Order shall be entered until further order of the Court.
 - C. Pursuant to Rule 8.06, Uniform Chancery Court Rules, each party shall keep the other informed of his/her full address, including state, city, street, house number, and telephone number if available. Further, within five (5) days of either party's changing his/her address, that party shall, so long as the parties' child remains a minor, notify the Clerk of the DeSoto County Chancery Court, in writing, or his/her full new address, and shall furnish the other party a copy of such notice. The notice shall include the Court file number, i.e., 96-7-834.

- D. The Temporary Restraining Order entered July 15, 1996, is hereby dissolved.
- E. A certified copy of this Decree Of Divorce shall be recorded in the Deed Records of the Chancery Clerk's Office of DeSoto County, Mississippi, to confirm the divesting of Olivia's undivided interest in the parties' residence at 10295 Palmer Cover, Olive Branch, Mississippi (as recorded in Deed Book 271 at page 281), and revesting in Ronnie.

9. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the collection of all amounts, and the accomplishment of all things ordered to be done and paid herein, let execution and other proper process issue as necessary.

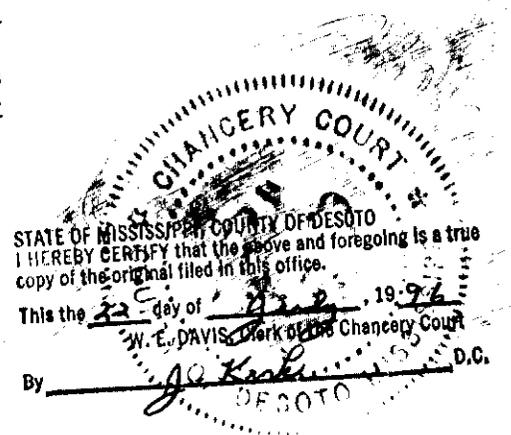
10. ORDERED, ADJUDGED AND DECREED this the 22nd day of July, 1996.


CHANCELLOR

(CAUSE NO. 96-7-834)

RECORDING INSTRUCTIONS:

Lot 408, Section "J", Magnolia Estates Subdivision, in Section 35, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 44, page 39, in the Office of the Chancery Clerk of DeSoto County, Mississippi. Being the same property recorded in Book 271, page 281.



 CHANCERY COURT
 STATE OF MISSISSIPPI, COUNTY OF DESOTO
 I HEREBY CERTIFY that the above and foregoing is a true copy of the original filed in this office.
 This the 22 day of July, 1996
 W. E. DAVIS, Clerk of the Chancery Court
 By J. K. K... D.C.
 DESOTO