BOOK 5053 PAGE 351

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

136-15
6pw

LOIS HAYWOOD McCAULEY

VS.

WAYNE (NMN) McCAULEY

NO. 81957

FINAL DECREE

This cause came on to be heard, this 22nd, day of June, 1976, before the Honorable J. William Rutherford, Judge of the First Circuit Court of Davidson County, Tennessee, upon original bill for absolute divorce filed by the plaintiff, answer of the defendant, announcement that the case would be heard uncontested and after testimony of the plaintiff and her witnesses, the Court was of the opinion that the allegations in the original bill had been fully sustained, that the defendant has been guilty of such cruel and inhuman treatment as renders cohabitation unsafe and improper for her to be under his dominion and control, and further, the Court was of the opinion that the property settlement agreement entered into, by and between the parties, should be approved and made a part of this final decree.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that plaintiff be and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is, further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into, by and between the parties, be and the same is hereby approved and made a part of this final decree, which reads in words and figures as follows:

FILED 6/22/76

"1. Husband agrees that wife shall have custody and control of the minor children of the parties. Further, that husband shall have specific visitation privileges with the minor children of the parties, consisting of two days per week and that in electing the two days of each week, that husband desires to have visitation with his children, he shall notify wife of such intent the day before such visitation.

2. Husband agrees to pay, and wife agrees to receive, the sum of Two Hundred, Fifty ($250.00) Dollars per month for each of the children, or a total of Five Hundred ($500.00) Dollars per month, all as child support. It is further agreed that as each of the two children reach the age of eighteen (18) years, that proportionate amount of child support hereinabove stated shall terminate, i.e., when the youngest child has reached the age of eighteen (18) years, therefore, no child support shall be forthcoming. It is further agreed between the parties that husband shall pay no alimony to wife, except as alimony might be defined in the agreement concerning the house and lot, and defined in a later paragraph of this settlement agreement.

3. It is further agreed between the parties that as each of the children achieve their majority, if they elect to continue their formal education, then, under those circumstances, husband agrees that if each of the children decide to matriculate at a state-supported college or university, then husband shall share equally with wife the costs of the childrens' college education.

4. Husband and wife further agree that wife shall have the full interest in a 1973 Chevrolet station wagon and husband shall have the total interest in the 1973 Chevrolet Vega automobile. Husband shall also have the full title and interest in a boat, motor, and trailer that he owns in partnership with one Joe Hooper and that

therefore he shall retain his one-half interest in said boat. Husband shall also have a 14-foot Jon Boat and he shall retain all of his personal belongings. Wife shall have full right, title and interest in all of the household furniture and furnishings.

5. Husband agrees to keep in full force and effect the present hospitalization insurance plan which is presently in effect. It is understood between the parties, however, that any additional medical and dental expenses concerning the children which are not covered by the hospitalization insurance shall be assumed by the wife, with the exception of any potential future medical expense incurred as a result of the minor daughter's brain tumor, whereby both parties agree to share equally in any potential cost exceeding that which is covered by the hospitalization insurance plan.

6. In addition to the reference to personal belongings stated in a prior section of the agreement, husband shall have, in addition to all of his personal belongings and effects, the complete hunting gear.

7. In an effort to make a just and equitable distribution of the Davidson County, Tennessee realty which is presently owned and held by the parties as tenants by the entireties, husband agrees to adjust such ownership that he and wife shall, upon the entry of a final decree of divorce, own such realty as tenants in common. It is further understood and agreed between the parties that wife shall be allowed to maintain residence in the house of the parties so held, along with the children, until the youngest child of the parties reaches the age of eighteen (18) years, or wife remarries, or wife moves from the house, whichever occur first, and upon the happening of the earliest of the above, then at that time, said realty shall be sold and the net proceeds, after payment of mortgages and any other

costs or encumbrances incidental to the sale of said property, whereupon the husband shall receive from the proceeds of said property the sum of Fifteen Thousand ($15,000.00) Dollars, allowing wife the option of purchasing his interest therein and thereby paying to him the sum of Fifteen Thousand ($15,000.00) Dollars should she elect to do so. It is further understood and agreed that so long as wife resides at said premises, she shall be responsible for the payment of the mortgage on said property.

8. Husband agrees to pay the court costs as assessed by the Clerk of the Circuit Court for Davidson County, Tennessee, in this cause.

9. It is further understood and agreed between the parties that any outstanding attorney fee which may be owing to counsel for wife shall be paid by husband to counsel for wife, and that in an effort to establish a reasonable attorney fee for counsel for wife, the parties agree that said fee shall be set by the Court.

Dated this _____ day of May, 1976.

s/s Lois Haywood McCauley
s/s Wayne McCauley

Witnesses:
s/s Donald Hildebrand
s/s Jack A. Butler*

The property set out in the property settlement agreement previously vested to the parties as tenants by the entirety and now vested in the parties as tenants in common is described in words and figures as follows:

Land in Davidson County, Tennessee, Being Lot No. 80 on the Plan of Harbour Town Village, Section I, as of record in Book 4675, pages 3 and 4, Register's Office for said County, to which plan referenece is made for a more complete description.

Being the same part of the same property conveyed to American Homes, a Partnership, by deed from Home Service Corp., of record in Book 4727, page 429, said Register's Office

Being the same property conveyed to Wayne McCauley and wife, Lois H. McCauley by deed from American Homes, a Partnership, of record in Book 4348, page 995, said Register's Office.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant will pay to plaintiff's attorney of record the amount of Two Hundred, Fifty ($250.00) Dollars, attorneys fees for services rendered to the plaintiff in this cause.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant will pay the costs of this cause for which let execution issue if necessary.

Enter this _____ day of _____, 1976.

s/ J. Willion Rutherford
JUDGE

APPROVED FOR ENTRY:

s/ _____
JACK A. BUTLER
Attorney for Plaintiff

s/ _____
DONALD D. HILDEBRAND
Attorney for Defendant

This is to certify that a true copy of the foregoing Final Decree has been forwarded to Mr. Donald D. Hildebrand, attorney for the defendant in this cause, this the _____ day of _____, 1976.

s/ _____
JACK A. BUTLER

mail Jack Butler Attn
1st Amer Center
Nash. Tenn

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IDENTIF. REFERENCE

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FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

BOOK 5053 PAGE 356

AUG-3[illegible] MISC B* 12.00 * 12.00

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* LOIS HAYWOOD McCAULEY *Plaintiff, and* WAYNE McCAULEY *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 28 *day of* JULY *in the year one thousand nine hundred and* SEVENTY SIX *and in the* 201 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D Butler, *D. C.*