244/261

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE BOOK 339 PAGE 788

THE HONORABLE JAMES M. SWIGGART, PRESIDING

9551 10/18 30.00- CHECK

19-1
Map 116-1
Par 85

CAROL ANN KINSER,
Plaintiff

V.

WESLEY LUTHER KINSER, III,
Defendant

Civil Action No. 93718

BOOK 5516 PAGE 157

FINAL DECREE

This cause came on to be heard on March 26, 1979, before the Honorable James M. Swiggart, Judge, upon plaintiff's Complaint for Absolute Divorce; upon the Property Settlement, Child Custody, and Support Agreement, which provides for, among other things, the custody and support of the parties' minor child and the division of the parties' respective rights and interest in all jointly-owned property; upon all of the pleadings; upon the testimony of plaintiff and the statements of counsel; and upon the entire record, from all of which the Court finds that there are such irreconcilable differences between the parties that their marriage should be dissolved, and that plaintiff is entitled to an absolute divorce on these grounds; that the Property Settlement, Child Custody, and Support Agreement is fair, reasonable and adequate in all respects, and should be approved by the Court; that the Answer and Amended Answer and Counterclaim heretofore filed in this cause by defendant have been withdrawn; and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that plaintiff, Carol Ann Kinser, be, and is hereby, awarded an absolute divorce from defendant, that she is restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are perpetually dissolved.

The Property Settlement, Child Custody, and Support Agreement is hereby approved by the Court, and each and every provision of said Agreement is hereby made the Decree of the Court. The Property Settlement, Child Custody, and Support Agreement is in words and figures as follows:

BOOK 339 PAGE 769

PROPERTY SETTLEMENT,
CHILD CUSTODY, AND SUPPORT AGREEMENT

BOOK 5516 PAGE 158

THIS AGREEMENT is entered into on or as of the 23rd day of March, 1979, by and between CAROL ANN KINSER, hereinafter called "First Party," and WESLEY LUTHER KINSER, III, hereinafter called "Second Party," subject to the following premises, terms and conditions:

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties in the past, with the result that First Party instituted divorce proceedings against Second Party on September 22, 1978, same being Civil Action No. 93718 in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, and child custody rights, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties are the parents of three children, one of whom, Lee Ann Kinser, born February 25, 1964, is a minor. The parties agree that First Party is a fit and proper person to have custody and control of said minor child, and further agree that Second Party shall have reasonable visitation privileges with said child at such times and upon such terms as the parties themselves may deem appropriate from time to time.

2. Second Party agrees to pay to First Party the sum of $500.00 per month as child support. Said child support payments shall commence on the 1st of April, 1979, and shall be due and payable on the first day of each and every month thereafter until such time as the parties' minor child attains age 18 or finishes high school, whichever occurs last.

3. Second Party shall maintain major medical and hospitalization insurance and dental insurance on behalf of all of the parties' children until each of said children attains age 23 or completes her respective college education, whichever event occurs first.

4. Second Party shall bear the cost of providing a four-year college education, or paying all expenses associated with a vocational education, for each of the parties'

children if such respective children should elect to seek a college or vocational education. Such costs as shall be borne by Second Party include, but are not limited to, costs for tuition, fees, textbooks, supplies, room, board, clothing, transportation to and from school, incidental living expenses, and any and all other expenses incurred in the providing of a college education or vocational training for each of the parties' children.

5. Second Party shall provide an automobile for the parties' minor daughter, Lee Ann Kinser, as soon as she reaches a responsible age to operate a motor vehicle, which motor vehicle shall be similar to automobiles provided for the parties' two older daughters at a similar age.

6. The parties acknowledge that the automobile now being operated by First Party is titled in the name of Lokey-Kinser, Inc., a company owned solely, or hereafter to be owned solely, by Second Party. Second Party agrees that First Party may continue to use said automobile until it is paid for. Second Party further agrees that he will cause all monthly installment payments due and owing for said automobile to be made either by him personally or by Lokey-Kinser, Inc. Further, at such time as the automobile has been paid for, Second Party shall cause all right, title and interest in and to said automobile to be transferred to First Party free and clear of any encumbrances or liens. For so long as the automobile is titled in the name of Lokey-Kinser, Inc. Second Party shall cause automobile insurance to be paid on same with limits of liability stated to be $100,000/300,000 together with uninsured motorists coverage. Should the Internal Revenue Service disallow a deduction by Lokey-Kinser, Inc. of the installment payments on said automobile, Second Party agrees to indemnify and hold First Party harmless from any and all liability which she might incur for federal taxes, relating to or arising out of her use of said automobile.

7. As a division of the parties' joint and individual properties, Second Party agrees to transfer all right, title and interest in and to the parties' home situated at 6117 Hickory Valley Road to First Party. Second Party shall pay any and all property taxes due and owing on said home for the calendar year 1978 and for all prior calendar years. For so long as First Party continues to reside in the home situated at 6117 Hickory Valley Road, and does not remarry, Second Party agrees to pay all real property taxes which become due and owing on said home. Second Party agrees to indemnify and hold First Party harmless from any and all federal tax liability resulting from the transfer of the home at 6117 Hickory Valley Road to First Party.

8. Beginning April 1, 1979, Second Party will cause Lokey-Kinser, Inc. to pay advance salary to First Party in the amount of $1,250.00 per month, pending full-time employment of First Party with Lokey-Kinser, Inc. in September, 1979, when Lee Ann Kinser, daughter of the parties, enters school, and provided First Party attends the regular training sessions as scheduled. Said advance salary payments shall be paid on or before

the 5th day of April and on or before the 5th day of each succeeding month thereafter until First Party's full-time employment in September, 1979. No monies paid First Party as advance salary shall be refundable to Second Party or to Lokey-Kinser, Inc. Should Second Party cause Lokey-Kinser, Inc. to cease its business operations at any time prior to her full-time employment, Second Party agrees to pay to First Party the sum of $1,250.00 per month until the death or remarriage of First Party. If for any reason the Internal Revenue Service should at any time disallow such payments made by Lokey-Kinser, Inc. to First Party, Second Party agrees to indemnify and hold First Party harmless from any and all tax liabilities she might experience as a result of such action by the Internal Revenue Service.

9. As a further division of the parties' properties, Second Party agrees that all right, title, and interest of First Party in and to certain savings accounts in the combined amount of approximately $19,000.00 at Security Federal Savings and Loan Association and First Federal Savings and Loan Association shall be conveyed to First Party and shall be her sole and separate property.

10. As a further division of the parties' joint and individual assets, Second Party agrees that all household furnishings and personal property now situated at 6117 Hickory Valley Road shall be the separate property of First Party, as long as she resides in said home. Upon the sale of said home, each of the children of the parties shall be given all furnishings that are currently in their specific rooms, should that child so desire such furnishings. First Party shall then have the choice of such furnishings as she shall actually use in any new home or apartment, and any such furnishings so used by First Party shall be her sole and separate property forever. Any furnishings not used by First Party in her new home or apartment shall be given to and divided among any of the parties' children which may desire such furnishings. Any furnishing not desired by any of the parties' children shall be the sole and separate property of First Party.

11. As a division of the parties' joint and separate assets, Firty Party agrees that the following assets shall be, and are hereby, transferred to Second Party and are hereby declared to be his sole and separate property:

(a) All right, title and interest of First Party in and to certain real property owned by Second Party and situated in Dickson County, Tennessee shall be, and is hereby, conveyed to Second Party.

(b) All right, title and interest of First Party in and to shares of stock owned by Second Party in Lokey-Kinser, Inc. shall be, and is hereby transferred to Second Party.

(c) All right, title and interest in and to shares of stock owned by Second Party in Lokey-Kinser Building Corporation, Inc. shall be, and is hereby, transferred

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to Second Party.

(d) All right, title and interest of First Party in and to certain commercial property owned by Second Party or a corporation in which Second Party has controlling interest and situated on Murfreesboro Road shall be, and is hereby, transferred to Second Party.

(e) All right, title and interest of First Party in and to that certain building and lot situated in Brentwood, Tennessee at which Lokey-Kinser, Inc. conducts its business shall be, and is hereby, transferred to Second Party.

(f) All right, title and interest of First Party in and to that certain lot and building situated in Brentwood, Tennessee, known as the Oden property, and owned by Second Party or a corporation in which Second Party has an interest shall be, and is hereby, transferred to Second Party.

(g) All right, title and interest of First Party in and to two condominium units situated at Pepper Tree shall be, and is hereby, transferred to Second Party.

(h) All right, title and interest of First Party in and to any bank accounts of Second Party or any corporation in which he has an interest, including, but not limited to, the First American National Bank, Third National Bank, Commerce Union Bank, and Williamson County Bank, are hereby transferred to Second Party.

12. As further division of the parties' joint and individual properties, the parties agree that they shall continue to own jointly with each other and with Mr. and Mrs. John R. Carver certain lots and other real properties known as Barren River Hills Subdivision and situated on the Barren River between Scottsville and Glasgow, Kentucky. The parties and the Carvers shall determine the method of sale of said property, and all expenses of sale, such as promotion, advertising, auctioneer's fees, real estate commissions, listing expenses, etc. shall be deducted from the gross sales price. First Party agrees that immediately upon presentation to her of a contract for sale of any of the lots or real property situated in Barren River Hills Subdivision or a deed for conveyance of any of the lots or real property situated in Barren River Hills Subdivision to a bona fide third party, which contract or deed has been duly executed by Mr. and Mrs. John R. Carver and by Second Party, she will immediately execute said contract and/or deed authorizing the conveyance of the property described therein to such bona fide third party. At the closing of the sale of the property described in said deed or contract, the proceeds of sale, less all expenses of sale, as herein described, shall be paid to the parties by check made to their joint order. Thereafter, First Party shall receive one-half (1/2) of the net proceeds of sale paid to the parties and Second Party shall receive one-half (1/2) of the net proceeds of sale paid to the parties.

13. As further division of the parties' joint and individual properties, Second Party

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agrees that the certain condominium known as Latitude 29 and situated in the State of Florida and titled in the name of Lokey-Kinser, Inc. shall not be sold or encumbered without the permission of First Party. Further, Second Party agrees that First Party shall be given the use of said condominium for a period of thirty days during each calendar year at such times as First Party should select provided First Party gives Second Party one month advance notice of her desire to use the condominium stating in said notice the inclusive dates of her intended use. Such use of the condominium shall terminate upon the remarriage of First Party.

14. Second Party agrees that until the remarriage of First Party he shall maintain major medical and hospitalization insurance as well as dental insurance for and on behalf of First Party, and furnish a copy of said policies to First Party. Further, Second Party agrees that said policies of major medical and hospitalization insurance and dental insurance shall provide coverage and benefits comparable to the coverage and benefits heretofore provided by Second Party on behalf of First Party.

15. Second Party agrees that until the death or remarriage of First Party he shall maintain a policy or policies of life insurance on his own life in the amount of $300,000 and shall name First Party as beneficiary under said policy. First Party agrees that the cash value, if any, of said policy shall be allowed to accumulate and shall be available to Second Party for his use. Second Party shall furnish said policy or policies of insurance to First Party showing the appropriate endorsement which reflects her as beneficiary thereunder.

16. Second Party agrees to assume responsibility for payment of outstanding debts of the parties, whether individual or joint, incurred prior to the execution of this Agreement and to hold First Party harmless and indemnify her from any and all liability on such debts. Provided, however, each party shall pay his or her own attorney's fees and related legal expenses.

17. The parties agree to file a joint income tax return for the calendar year 1978. Any refund due and owing the parties of income taxes paid for the calendar year 1978 shall accrue to the benefit of or be paid to Second Party. Any tax liability due and owing by the parties for the calendar year 1978 shall be paid by Second Party. Second Party agrees to indemnify and hold First Party harmless for any and all federal income tax liability incurred by the parties for the calendar year 1978 and all prior calendar years in which the parties filed joint tax returns.

18. Second Party agrees that the parties' children shall be entitled to use the facilities at Hillwood Country Club on the basis of Second Party's membership in Hillwood Country Club for so long as Second Party maintains that membership and for so long as the rules and regulations and by-laws of Hillwood Country Club permit the use of Second

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Party's membership by his children.

19. Second Party agrees that First Party shall be entitled to be an employee of Lokey-Kinser, Inc. for so long as she should desire. Such employment may commence when the parties' minor child, Lee Ann Kinser, returns to school in September, 1979, and shall continue for so longas she performs satisfactorily the duties outlined below. Between April 1, 1979 and September 1, 1979, First Party agrees to attend a training course offered by Lokey-Kinser, Inc. which is of approximately two hours per week in duration. As compensation for services to be rendered Lokey-Kinser, Inc. by First Party, she shall be paid the sum of $1,250 per month plus actual out-of-pocket expenses incurred by First Party in performing such services. Any increases in salary which shall be paid First Party for services rendered to Lokey-Kinser, Inc. shall be negotiated between First Party and Second Party. It is understood between the parties that in performing services for Lokey-Kinser, Inc., First Party shall report to someone other than Second Party, or any member of Second Party's family, and it shall not be necessary that First Party and Second Party have any personal contact with each other. In performing her duties as an employee of Lokey-Kinser, Inc., First Party shall hold the title of Gallery of Homes Relocation Director. The duties to be performed by First Party shall include contacts to various corporations and businesses situated in Nashville, Davidson County, Tennessee for the purpose of promoting the services of Lokey-Kinser, Inc. in finding suitable dwellings for new employees of such businesses or corporations as new employees are transferred to Nashville to be affiliated with the office situated in Nashville, Tennessee. Second Party shall supply First Party with a list all corporations or businesses to be contacted by First Party and shall further supply First Party with all promotional materials to be used by First Party in making such contacts. After each contact by First Party, she shall write a written report of her contact to Second Party stating the date of her contact, the person or persons she met, the gist of her presentation which she made on behalf of Lokey-Kinser, Inc., the response, if any, she received by the persons she met and any suggestions for follow-up contacts or other efforts which should be made by Lokey-Kinser, Inc. with respect to that business or corporation. The foregoing are the exclusive duties to be performed by First Party as an employee of Lokey-Kinser, Inc. First Party shall be loyal to Lokey-Kinser, Inc. and shall exert her best efforts to perform her duties in a prompt and competent fashion, at all times promoting the goodwill of Lokey-Kinser, Inc. If for any reason the Internal Revenue Service should at any time disallow payments made by Lokey-Kinser, Inc. to First Party for services rendered by her, Second Party agrees to indemnify and hold First Party harmless from any and all tax liabilities she might experience as a result of such action by the Internal Revenue Service. Further, should Second Party cause Lokey-Kinser, Inc. to cease its business operations at any time, Second

Party agrees to pay to First Party the sum of $1,250 per month until the death or remarriage of First Party, and First Party agrees to perform such business services for First Party as he should request and as are acceptable to her.

20. Any and all property of the parties not conveyed to Second Party by the terms of this Agreement shall be, and are hereby, made the property of Second Party.

21. Second Party agrees to pay any and all court costs associated with the suit now pending in the Circuit Court of Davidson County, Tennessee, the same being Civil Action No. 93718.

22. It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any all instruments necessary in order to implement the terms of this Agreement.

23. 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 from all other claims arising out of their 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 on the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by First Party and Second Party, or any property that either of them may acquire in the future.

24. It is understood and agreed between the parties that, from the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

25. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

26. 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 this 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 and with advice of counsel.

THIS AGREEMENT is executed in duplicate on the day and date first written above, and a copy of same is being retained by both parties.

Carol Ann Kinser

CAROL ANN KINSER, "First Party"

BOOK 339 PAGE 776

BOOK 5516 PAGE 165

WESLEY LUTHER KINSER, III, "Second Party"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, G. MICHAEL YOPP, a Notary Public in and for the aforesaid State and County, the within named CAROL ANN KINSER, with whom I am personally acquainted, and who, after being first duly sworn according to law, did make oath and affirm that she executed the foregoing Agreement for the purposes contained therein.

CAROL ANN KINSER

Sworn to and subscribed before me this 23rd day of March, 1979.

Notary Public

My Commission Expires: March 12, 1980

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, WESLEY LUTHER KINSER III, a Notary Public in and for the aforesaid State and County, the within named WESLEY LUTHER KINSER, III, with whom I am personally acquainted, and who, after being first duly sworn according to law, did make oath and affirm that he executed the foregoing Agreement for the purposes contained therein.

WESLEY LUTHER KINSER, III

Sworn to and subscribed before me this 23rd day of March, 1979.

Notary Public

My Commission Expires: MARCH 12, 1980

3/23/79 lh

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause are taxed against the defendant, Wesley L. Kinser, III.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

Witness my hand this the 26th day of March, 1979.

Enter This 26th Day of March 1979

JAMES M. SWIGGART, Judge

APPROVED FOR ENTRY:

FARRIS, WARFIELD & KANADAY

By Charles H. Warfield
Charles H. Warfield

By
James G. Martin III
Attorneys for Plaintiff, Carol Ann Kinser

HOWSER, THOMAS, SUMMERS, BINKLEY & ARCHER

By
Hugh C. Howser, Sr.
Attorney for Defendant, Wesley L. Kinser, III

F.58407
IDENTIF. REFERENCE
OCT 18 1 57 PM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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* Carol Ann Kinser *Plaintiff, and* Wesley Luther Kinser, III *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* 11th *day of* May *in the year one thousand nine hundred and* Seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By , *D. C.*

Form #GR-117

3/21/79 lh

BOOK 5516 PAGE 167

BOOK 339 PAGE 778

TRANSFERRED

MAY 22 1979

WILLIAMSON COUNTY PROP. ASSESSOR

WILLIAMSON COUNTY

WILLIAMSON COUNTY — STATE OF TENNESSEE

Received for record the 22 day of May 1979

at 10:43 o'clock A.M. & Noted in Note Book 28 page 162

and Recorded in Book No. 339 page 768 State Tax

Paid Fee Recording Fee 2.00 Total

Receipt No. Witness my hand

Register