10-25-73
84A/324

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

JANE STEINBAUGH MCNEELY, *

Plaintiff

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VS. RULE NO. 70229

THOMAS DAVID MCNEELY, Map-116-11-108

Defendant *

FINAL DECREE

This cause came on to be heard on this the 19th day of October, 1973, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Petition for Absolute Divorce heretofore filed in this cause, personal service of process having been had on the Defendant, answer filed on behalf of the Defendant and withdrawn by order of the Court after a property settlement agreement had been reached, testimony of the Plaintiff and her witnesses heard in open Court and by interrogatory, statement of counsel and the entire record herein from all of which the Court is of the opinion and finds that the allegation that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders further cohabitation unsafe and improper for her to be under his dominion and control has been fully sustained by the proof and the Plaintiff, Jane Steinbaugh McNeely, should be granted an absolute divorce from the Defendant, Thomas David McNeely, and the property settlement agreement heretofore entered into between the parties dated September 7, 1973 is approved, and each part thereof, individually, shall become an order of this Court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are forever dissolved and for nothing held and the Plaintiff, Jane Steinbaugh McNeely, is granted an absolute divorce from the Defendant, Thomas David McNeely, and restored to all the rights and privileges of an unmarried person, with the right to retain her married name.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement be and the same is hereby approved, and each part thereof, individually, shall become an order of this Court and said Agreement is as follows:

SETTLEMENT AGREEMENT

"THIS AGREEMENT made and entered into this 7th day of September, 1973, by and between JANE STEINBAUGH MCNEELY, hereinafter called "Plaintiff", and THOMAS DAVID MCNEELY, hereinafter called "Defendant."

W I T N E S S E T H :

WHEREAS, there is now pending in the Fourt Circuit Court of Davidson County, Tennessee, case no. 70229, wherein Plaintiff is seeking an absolute divorce from Defendant, and the parties are desirous of settling certain issues in controversy in said suit relating to division of property and child custody, support and visitation;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Plaintiff and Defendant agree as follows:

1. Plaintiff shall have custody of Lisa Jeannine McNeely and Thomas David McNeely, Jr., the minor children of the parties.

2. Defendant shall have reasonable rights of visitation with said children, every other weekend, as can be mutually agreed upon by the parties, with the understanding that before the minor children can be removed from the jurisdiction of this Court, other than for normal vacation periods, that Defendant have permission of Plaintiff.

3. All right, title and interest of the Defendant in and to the house and lot located at 402 Sunnyside Drive, Nashville, Tennessee, and the household furnishings and effects contained therein, shall be divested out of the Defendant and vested solely in the Plaintiff in fee simple absolute, and Plaintiff shall assume payment of the mortgage indebtedness of said property. Defendant shall execute and deliver to Plaintiff a deed in proper form conveying to Plaintiff Defendant's interest in said property. In the event said house and lot are sold, Defendant shall receive from the proceeds Five Thousand ($5,000.00) Dollars, with the balance thereof to the Plaintiff, however, in the event Plaintiff shall not sell said house and lot, Defendant shall be relieved of any obligation to pay said mortgage indebtedness.

4. All right, title and interest of the Defendant in and to the 1972 Oldsmobile station wagon shall be divested from him and vested solely in the Plaintiff, and Defendant shall execute all necessary papers to transfer title to Plaintiff.

5. Defendant shall pay to Plaintiff the sum of Six Hundred Fifty ($650.00) Dollars per month as alimony and child support, which amount shall represent Two Hundred Fifty ($250.00) Dollars as child support and Four Hundred ($400.00) Dollars as alimony, and said alimony payment shall be non-reducible until the remarriage of the Plaintiff.

In addition, Defendant will pay all tuition expenses for the minor children, and all expenses for summer camps for the minor children, as can be agreed upon between the parties on an annual basis.

It is agreed that the Defendant shall be entitled to the dependency deductions for Lisa Jeannine McNeely and Thomas David

McNeely, Jr. under Section 151 of the Internal Revenue Code as long as the Defendant makes the child support payments, provided for herein, or until further orders of the Court.

6. Defendant is to release Plaintiff of all obligations and to hold her harmless on any business obligations as a result of the marriage, with the understanding that she is not on any notes, or liabilities, that Defendant might have.

7. Defendant shall pay the reasonable attorney's fee of the Plaintiff for his services rendered to her in this cause.

8. Defendant will provide One Hundred Thousand ($100,000.00) Dollars life insurance on his own life with his minor children as beneficiaries and payable to Third National Bank as Trustee for the minor children, and in addition thereto, will maintain and keep in full force and effect all medical and hospitalization insurance on the children of the parties, which he now has at the present time.

9. This Agreement shall be exhibited to the Court at any final hearing of said case no. 70229, and the provisions of this Agreement may be incorporated in the decree of the Court in said case. This Agreement shall become effective when and to the extent it is approved by the Court in said case.

10. Three counterparts of this Agreement shall be executed, each of which shall be deemed an original, and each shall have the same legal effect as any other and may be used for any purpose, but all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument in triplicate the day and date first above written."

S/ Jane Steinbaugh McNeely
JANE STEINBAUGH MCNEELY

S/ Mac E. Robinson
WITNESS

S/ Thomas David McNeely
THOMAS DAVID MCNEELY

S/ William B. Owen
WITNESS

All costs of this cause are to be taxed against the Defendant for which execution may issue, if necessary.

JUDGE
10-27-76

APPROVED FOR ENTRY:

Mac E. Robinson
MAC E. ROBINSON
Attorney for Plaintiff

William B. Owen
WILLIAM B. OWEN
Attorney for Defendant

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IDENTIF. REFERENCE

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Nov 16 3 48 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Jane Steinbaugh McNeely *Plaintiff, and* Thomas David McNeely *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* 16th *day of* November *in the year one thousand nine hundred and* seventy-nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117