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IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JUDY ANN HUDDLESTON ALEXANDER]

VS.] NO. 89319

KENNETH EDWARD ALEXANDER]

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DECREE

This cause came on to be heard on this 10th day of July, 1978, before the Honorable James Swiggart, Judge, Division VI, Circuit Court of Davidson County, Tennessee, upon the original petition of the plaintiff, answer and cross-bill of the defendant, and the answer to the cross-bill. The answer and cross-bill having been withdrawn prior to the hearing of this matter, the matter was heard on an uncontested basis. From the evidence presented by the plaintiff, statement of counsel, and from the entire record of this cause, the Court is of the opinion that such irreconcilable differences now exist between the parties as to make further cohabitation between the parties not to the best interest of the parties or to society as a whole.

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, Judy Ann Huddleston Alexander, is awarded an absolute divorce from the defendant, Kenneth Edward Alexander, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the parties have entered into a property settlement agreement, and that the same is approved and ratified by the Court and made a part of the final decree as follows:

A G R E E M E N T

THIS AGREEMENT made and entered into this 19 day of ~~April~~ June, 1978, by and between Kenneth Edward Alexander (hereinafter "Husband") and Judy Ann Huddleston Alexander (hereinafter "Wife"), both residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto are man and wife, having been married on June 3, 1969, in Putnam County, Tennessee;

WHEREAS, there has been born of such marriage one child, to-wit: Sean Edward Alexander (hereinafter "Child"), born on May 4, 1974;

WHEREAS, certain irreconcilable differences have arisen between the parties, and Wife has filed a complaint in the Circuit Court of Davidson County, Tennessee, seeking a divorce from Husband;

WHEREAS, Husband has counterclaimed seeking a divorce from Wife on the grounds of irreconcilable differences;

WHEREAS, the parties have been, and are now, living separate and apart, and have no expectation of resuming marital relations; and

WHEREAS, the parties desire to enter into an Agreement with respect to Child and to their property rights and for the other purposes and with the effect hereinafter stated,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree and covenant as follows:

1. Custody of Child. Wife shall have the sole custody of Child. In the event Wife predeceases Husband during the minority of Child, Husband shall thereafter have sole custody of Child.

2. Child Visitation. Husband shall have liberal rights of visitation with Child, including, at a minimum, the following:

The right to have Child visit with Husband on alternate weekends, commencing on the weekend of April 8-9, 1978. Respecting the weekends during which Husband has fixed visitation rights with Child, Husband shall pick up Child at the babysitter or at such other designated place as may be agreed upon by the parties by 6:15 P.M. on Friday evening, and shall return Child to Wife by 7:00 P.M. on the Sunday next following. Husband shall also be entitled to have Child overnight at least one night during the week of each week immediately following the weekend during which Husband has Child and on at least two nights during the week of each week immediately following the weekend during which Husband does not have visitation rights with Child. The week-night visitation privileges with Child shall be exercised on either a Monday, Tuesday, Wednesday, or Thursday night pursuant to prior agreement between the parties.

Visitation rights of Husband for special holidays shall be as follows: Husband shall have the right to have Child during even numbered years for a one week period commencing at 4:00 PM on Christmas Day and during odd numbered years for a one week period preceding Christmas through and including Christmas Day until 4:00 PM.

Child shall spend July Fourth, Easter weekend, and Labor Day weekend with Husband on even numbered years, and Child shall spend Memorial Day weekend and Thanksgiving weekend with Husband on odd numbered years.

Husband shall be entitled to have Child for three weeks of vacation during each calendar year. This right shall be exercised in either one three-week interval or two intervals consisting of one two-week period and one

one-week period. Husband shall notify Wife on or before May 15, of each year, of two weeks during which summer visitation privileges will be exercised; Wife shall notify Husband by June 15, of each year, as to a specific three weeks during which she intends to vacation with Child, and Husband shall notify Wife by June 30, of each year, of the dates of the third week during which he intends to exercise summer vacation privileges. Both Husband and Wife shall have the right to have Child for the weekends before and after the exercise of summer vacation privileges without infringing upon the visitation and/or custodial rights of the other.

Child's paternal grandparents shall be entitled to reasonable visitation rights with Child after due consideration to the visitation rights provided for Husband in this settlement agreement. In the event Husband should predecease Child's paternal grandparents, or either of them, then, and in that event, Child's paternal grandparents shall be entitled to more liberal and increased visitation rights.

The parties agree to cooperate in the scheduling of all visitation rights, and Husband shall give reasonable notice to Wife as to the times when he intends to exercise visitation rights with Child.

The parties recognize and acknowledge that the welfare of Child is of utmost importance to them, and they agree to exercise extreme care and caution in the exercise of visitation privileges and in the care and custody of Child while Child is with or under the control of either of them.

The phrases "rights of visitation", "visitation rights", or "visitation privileges" are used interchangeably in this Agreement and are intended by the parties hereto to include within their definition the right to have Child

visit with Husband at his home, stay with Husband overnight, travel with Husband and/or travel to and from and visit at such locations as Husband may designate, all of which rights may be exercised at Husband's prudent and reasonable discretion; and such rights may be exercised by Husband outside the presence of Wife and without her prior approval.

3. Change of Custody of Child. In the event Wife becomes disabled and incapacitated or otherwise unable to care for Child during his minority, then and in that event, Husband shall be entitled to full custody of Child. In the event Husband for any reason is given custody of Child, Wife and Child's maternal grandparents shall be allowed reasonable and liberal visitation rights with Child.

4. Support Payments for Child. Husband shall pay to Wife for the support, care and maintenance of Child the sums outlined in the schedule below:

Amount	Period
$375.00/month	April, 1978-March, 1979
$400.00/month	April, 1979-March, 1980
$425.00/month	April, 1980-March, 1981
$450.00/month	April, 1981-March, 1982
$500.00/month	April, 1982-March, 1983
$550.00/month	April, 1983-March, 1984
$600.00/month	April, 1984-end of child support period

All child support payments shall cease on the date Child marries or reaches the age of eighteen (18) years, whichever first occurs.

Child support payments shall be due and payable on or before the last day of each month.

The parties have agreed to the aforesaid graduated scale of child support payments in anticipation of increased costs of child care through both inflation and additional

needs of Child and in anticipation of the increased earning capacity and income of Husband, including but not limited to the possibility of Husband becoming partner in the certified public accounting firm with which he is now associated or equivalent professional advancement.

~~If, at any time during the period in which child~~ support payments are required under this ~~Agreement~~, Wife should remarry or cohabitate with another, child support payments shall not be reduced provided, however, that Husband shall be entitled to pay 60% of said child support payments to the Trust fund of Child established according to the terms of paragraph 7 hereof, which fund shall be controlled, ~~invested, and expended under the terms of the Trust~~ Agreement.

No portion of any of the payments referred to in this paragraph is considered by either party to be alimony. The parties agree that Husband may claim Child as a dependent for federal income tax purposes, and Wife agrees not to claim Child as a dependent for federal income tax purposes.

The child support payments required to be made under the terms of paragraph shall be used solely for the benefit of Child and are intended to provide assistance to Wife in satisfying the food, clothing, shelter, education, and medical (unless otherwise provided for herein) needs of Child and such other necessities as may be required by Child from time to time.

5. College Education Expenses of Child. Husband agrees to pay to or on behalf of Child during such time as Child is enrolled as a full-time student at the college or university of Child's choice, but for no more than eight

(8) semester (or equivalent) terms, the reasonable expenses of Child incurred in attending college, including the tuition, books, room and board, and nominal personal expenses which may be required. This provision of this Agreement is for the benefit of Child only and is not for the benefit of any third party. Husband shall not be responsible to any third party for any expenses prior to his express written approval thereof.

The parties agree that the reasonable expenses for which Husband is obligated hereunder shall not exceed those expenses as would be necessary to attend the University of Tennessee at Knoxville as a full-time undergraduate student.

6. Insurance.

a. Life Insurance: Husband agrees to maintain in effect life insurance on his life in the amount of at least $100,000 with Child named as beneficiary of said policy. Husband shall pay all premiums and charges necessary to keep the aforesaid policy in full force and effect. The insurance carrier of said policy shall be instructed by Husband to notify Wife in the event of any failure by Husband to make the payment of premiums required or of any lapse of the aforesaid policy.

Husband agrees to maintain in effect life insurance on his life in the amount of at least $25,000 with Wife named as beneficiary of said policy. Husband shall pay all premiums and charges necessary to keep the aforesaid policy in full force and effect. The insurance carrier of said policy shall be instructed by Husband to notify Wife in the event of any failure by Husband to make the payment of premiums required or of any lapse of the aforesaid policy.

b. Medical Insurance: Husband and Wife each agree to continue to cover Child under their existing medical insurance policies or equivalent replacement policies and

to continue such policies in effect until such time as Child reaches 18 years of age. In addition to any child support payments called for under this Agreement, Husband agrees to pay 50% of any cost of doctors' visits or prescription drugs for Child to the extent that such costs are not covered by and reimbursable under the medical insurance policies of Husband and/or Wife required to be maintained under this paragraph.

7. Division of Real Property. Each party to this Agreement warrants that the only real property which he or she currently owns, directly or indirectly, either solely or in combination with others, is their home located at 301 Bonnahurst Drive, Hermitage, Tennessee, a legal description of which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter the "Property"). The parties currently own said Property as tenants by the entirety. Husband agrees to transfer his entire right, title and interest to the Property described in Exhibit A hereto to the Trust established for Child, a true copy of the Trust Agreement establishing the Trust being attached hereto as Exhibit B.

The parties agree to execute such documents as may be necessary to divest all interest in the Property out of Husband and vest one-half interest in the Property in the Trust for Child and one-half interest in the Property in Wife.

Wife agrees to assume any and all indebtedness secured by deeds of trust, mortgages, liens, or other encumbrances on the Property (except existing indebtedness payable to Nashville Teachers Credit Union in the approximate amount of $2,400.00) and to hold Husband harmless from any and all such indebtednesses. Wife may satisfy one-half of the payments on such indebtednesses out of the child support payments called for under this Agreement.

Upon approval by the Court of this Agreement, the Trustee of Child's Trust shall be authorized and directed to

transfer the interest in the Property as acquired under the terms of this Agreement to Wife in return for her negotiable promissory note to the Trust secured by a deed of trust on the Property; the note shall be in an amount equal to one-half (1/2) of the equity in the Property and shall be due when the Property is sold or Child reaches 18 years of age (whichever first occurs) and shall be non-interest bearing until due. Thereafter, the note shall bear interest at the rate of nine percent (9%) per annum. Notwithstanding any provisions of this paragraph, if, prior to Child reaching 18 years of age, Wife desires to sell the Property for the purpose of acquiring another home, then and in that event, Wife is authorized to invest the entire proceeds realized from the sale of the Property into the second home provided a lien or other deed of trust is granted on the second home to secure the repayment of the indebtedness evidenced by the aforesaid note of Wife to the Trust.

8. Division of Personal Property. Husband agrees to and does hereby transfer, sell, assign and deliver to Wife any and all interest which he has or may have in the property identified in the 39 numbered items listed on Exhibit C attached hereto and incorporated herein by reference.

Wife agrees to and does hereby transfer, sell, assign and deliver to Husband any and all interest which she has or may have in the property identified in the 27 numbered items listed on Exhibit D attached hereto and incorporated herein by reference.

Any personal property owned jointly by the parties and not covered by this Agreement shall be equitably and (to the extent possible) equally divided between the parties.

9. Responsibility for Existing Indebtednesses.

a. Obligations of Wife: In addition to any other obligations imposed by this Agreement, Wife agrees to assume responsibility for and hold Husband harmless with respect to the following indebtednesses:

(1) Automobile loan at United American Bank to finance the purchase of a 1976 Oldsmobile Cutlass;

(2) Obligation to Guaranty Mortgage Co. secured by a deed of trust on the real property identified in Exhibit A attached hereto;

(3) Any and all indebtednesses owed respecting credit cards issued in Wife's name, including but not limited to Bankamericard, Master Charge and Shell Oil Co. charge cards;

(4) All indebtedness for home owner's insurance and automobile insurance for the 1976 Oldsmobile Cutlass;

(5) All indebtedness arising out of the supply of utilities to the residence of the parties, including any water, telephone, electric, gas, and sanitation bills;

(6) Indebtedness to Cheatham State Bank (for the consolidation of previous indebtednesses incurred by or on behalf of Wife);

(7) Any life insurance policies on Wife;

(8) All expenses and indebtednesses arising out of the maintenance and/or licensing of the 1976 Oldsmobile Cutlass;

(9) Any and all of Wife's attorney's fees incurred or arising out of or in connection with the divorce action between the parties or this Property Settlement Agreement.

b. Obligations of Husband: In addition to any other obligations imposed by this Agreement, Husband agrees to assume responsibility for and hold Wife harmless with respect to the following indebtednesses:

(1) Automobile loan at United American Bank to finance the purchase of a 1977 Oldsmobile Cutlass;

(2) Any and all indebtednesses owed respecting credit cards issued in Husband's name;

(3) Medic-Count indebtedness in Husband's name;

(4) Indebtedness to Nashville Teachers Credit Union (incurred in the purchase of the houseboat);

(5) Indebtedness to United American Bank incurred in connection with the purchase of a ski boat;

(6) Indebtedness arising out of the insurance respecting the 1977 Oldsmobile Cutlass and any insurance respecting the ski boat and/or houseboat transferred pursuant to this Agreement;

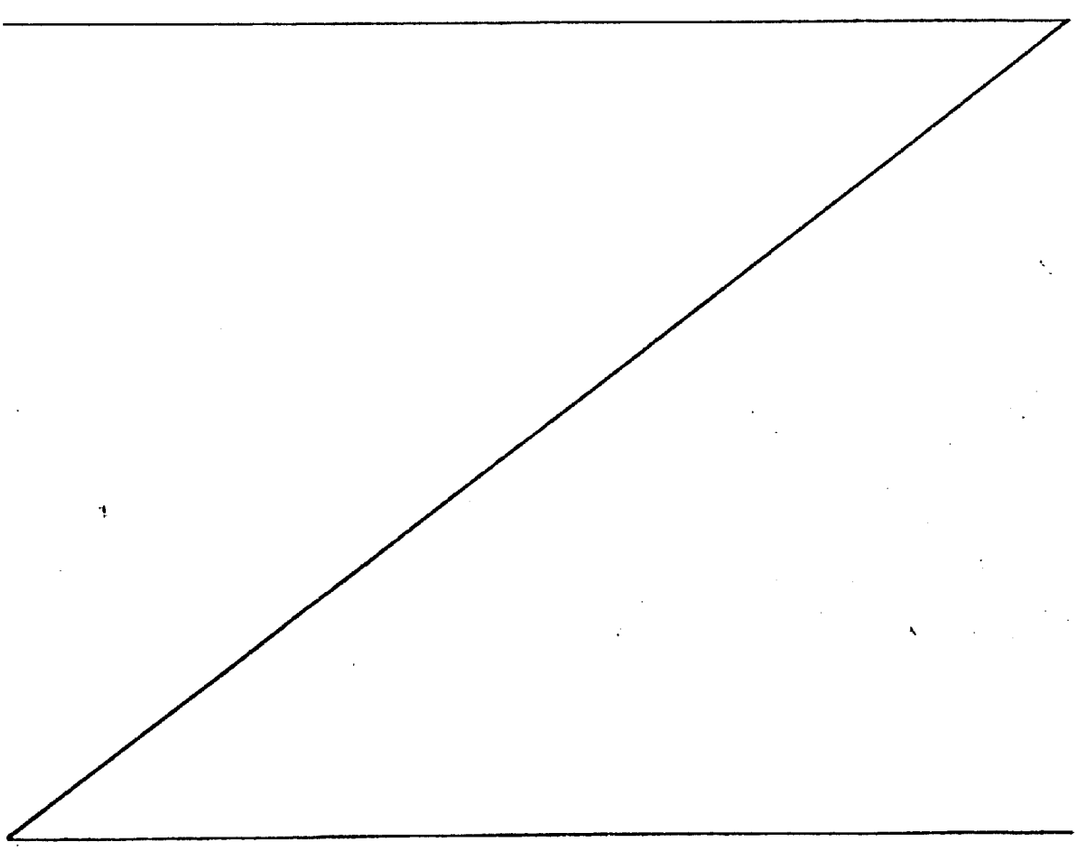
(7) All expenses and indebtednesses arising out of the maintenance and/or licensing of the 1977 Oldsmobile Cutlass;

(8) Any and all of Husband's attorney's fees incurred or arising out of or in connection with the divorce action between the parties or this Property Settlement Agreement;

(9) Any and all court costs arising out of the divorce action between the parties.

10. Waiver of Marital Rights. Husband currently has a lease and option to purchase a condominium in Nashboro Village, 725 Longhunter Court, Nashville, Tennessee 37217. Wife agrees to and does hereby waive any and all marital rights which she has or may have or acquire in said property. Wife further agrees to execute any and all documents necessary to waive said marital rights so that Husband can acquire and hold said property free and clear of any claims by her. Husband shall not take any action which will impose any liability on Wife as a result of his acquisition of the said condominium.

11. Testamentary Benefits of Husband's Estate. Husband agrees to have prepared and execute a Last Will and Testament providing that Child shall receive at least 50% of the net Estate of Husband upon the death of Husband. Husband agrees to have a similar provision in any codicil to said Will or any revised or substituted or replacement Will.



12. Additional Instruments. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

13. Waiver of Rights. Other than herein provided, each of the parties waives any and all rights which he or she may have in and to the property or Estate of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first above written.

Barbara Johnson
WITNESS

Kenneth Edward Alexander
KENNETH EDWARD ALEXANDER

Barbara Vandercook
WITNESS

Judy Ann Huddleston Alexander
JUDY ANN HUDDLESTON ALEXANDER

It is therefore ORDERED, ADJUDGED and DECREED that the absolute care, custody and control of the minor child of the parties, to wit, Sean Edward, be vested in the original plaintiff, with support and visitation privileges affixed pursuant to the terms and conditions set forth in the above set out property settlement agreement.

It is further ORDERED, ADJUDGED and DECREED that each party will execute any and all documents necessary for the consummation of the conditions and provisions set forth in the property settlement agreement hereinabove.

The defendant will pay the costs of this cause, for which execution may issue, if necessary.

Entered this 14th day of ~~July~~ August, 1978.

S/ James Seargart
JUDGE

APPROVED FOR ENTRY:

S/ Jack Norman, Jr.
Jack Norman, Jr., Attorney for Plaintiff

S/ I. C. Waddey, Jr.
I. C. Waddey, Jr., Attorney for Defendant

F67955

IDENTIF. REFERENCE

DEC 13 11 57 AM '78

FELIX Z. HAISLIP REGISTER
DAVIDSON COUNTY, TENN.

TRACT of land in Davidson County, Tennessee, more fully described as follows:

BEING Lot No. 568 on the Plan of Hermitage Hills, Section V, as of record in Book 3300, Page 2, Register's Office for said County, and

BEGINNING at a point in the northerly margin of Plantation Drive at the corner of Lots 568 and 569; thence with the line between said lots, northerly 115 feet to a point; thence easterly 151.56 feet to the westerly margin of Bonnahurst Drive; thence with the margin of the same, southerly 90 feet to the beginning of a curve; thence with said curve southwesterly 39.27 feet to the margin of Plantation Drive; thence with the margin of the same, westerly 126.56 feet to the point of beginning.

BEING the same property conveyed to Kenneth E. Alexander and wife, Judy Ann Alexander, by deed from Ben Curtis Crim, and wife, Jo Beth Crim, of record in Book 4341, Page 292, Register's Office for said County.

This conveyance is made subject to all restrictive covenants, easements and set back lines that are applicable to the above-described property.

DOCKEY NO. 89319 MINUTE BOOK 22C / Page 1887

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* JUDY ANN HUDDLESTON ALEXANDER *Plaintiff, and* KENNETH EDWARD ALEXANDER *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* 10th *day of* December *in the year one thousand nine hundred and* seventy-nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By J. Knight, *D. C.*

Form #GR-117

EXHIBIT A