8-20-80
1184/78

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 162-16-A
Par 56 Js

BARBARA VENABLE KELLEY)
)
vs.) NO. 80D-1518
)
JOSEPH PATRICK KELLEY)

BOOK 5654 PAGE 778

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this the 15th day of August, 1980, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, in Nashville, Tennessee, by the original petition of the plaintiff, Barbara Venable Kelley, personal service having been had on the defendant, Joseph Patrick Kelley, on the 28th day of April, 1980, the testimony of the plaintiff and the executed Property Settlement, Custody and Support Agreement by and between the parties tended to the Court, statement of counsel, and from all of which the Court is of the opinion that the plaintiff did satisfactorily sustain her grounds for divorce as alleged in the petition, and that the parties have irreconcilable differences and can no longer continue the marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Barbara Venable Kelley, be and she is hereby decreed an absolute divorce from the defendant, Joseph Patrick Kelley, and that the bonds of matrimony heretofore subsisting between them be, and the same are, forever dissolved and the parties are restored to the rights and priviledges of unmarried persons.

It further appearing to the Court that the parties have entered into a Property Settlement, Custody and Support Agreement which agreement was submitted to the Court for approval and the Court does find that the said Property Settlement, Custody and Support Agreement is right and proper, said Property Settlement, Custody and Support Agreement is hereby approved, and each and every provision thereof is hereby made the decree of the Court and the Property Settlement, Custody and Support Agreement is in words and figures as follows:

PROPERTY SETTLEMENT, CUSTODY AND SUPPORT AGREEMENT

This agreement made and entered into this 18th day of April, 1980, by and between BARBARA VENABLE KELLEY hereinafter called "Wife," and JOSEPH PATRICK KELLEY, hereinafter called "Husband," both citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

These parties were married on June 17, 1970, and two minor children have been born of this union, namely, LAUREN PATRICIA KELLEY and KRISTIN MARIE KELLEY.

WHEREAS, the parties own certain real and personal property; and,

WHEREAS, Husband and Wife contemplate the filing of a Petition for Divorce in the Circuit Court for Davidson County, Tennessee; and,

WHEREAS, certain irreconcilable differences have arisen between the parties to cause them to determine that they can no longer continue the marriage relationship and cohabit as man and wife and they are now living separate and apart from each other; and,

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property right and all rights of support and maintenance of BARBARA VENABLE KELLEY by JOSEPH PATRICK KELLEY, all dower and homestead rights, all rights pertaining to the custody and support of the minor children of the parties, and all other rights of whatever description existing between the parties arising out of the marital relationship;

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual promises agree as follows:

1. That all right, title and interest of Husband, Joseph Patrick Kelley, in and to the real property owned by the parties and known as #13 Hickory Court, Mill Creek Club, Antioch, Tennessee, shall be divested out of him and vested in Barbara Venable Kelley and Wife will assume the mortgage indebtedness on said real estate. Said real estate is more fully described as follows:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:
>
> BEING a part of the Plan of Mill Creek Club, Phase 1, Section 1, as of record in Book 4860, page 11, Register's Office for said County; the part hereby conveyed being: UNIT NO. 13, BUILDING NO. 11, known as 13 Hickory Court, as shown in and described by said Plan;

TOGETHER with each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the Master Deed Establishing a Horizontal Property Regime of Mill Creek Club, Phase 1, Section 1, including the By-Laws thereunto attached recorded in Book 4887, page 961, Register's Office for said County, including without limitation such unit's undivided percentage interest in the land and general common elements;

SUBJECT, HOWEVER, to all of the provisions, conditions, restrictions, options, burdens and undertakings contained in said Master Deed and By-Laws thereunto attached, all of which the purchaser does assume and agree to observe and perform, including but not limited to the payment of assessments.

BEING the same property conveyed to Joseph Patrick Kelley and wife Barbara V. Kelley, by deed dated 16 August 1976, from J. Jefferson Edwards, Trustee, of record in Deed Book 5058, page 10, in the Register's Office for Davidson County, Tennessee.

2. That Husband and Wife have divided the personal property, furniture, furnishing and appliances and other property located in homeplace and the parties agree that all right, title and interest in and to the property in the possession of Husband shall be divested out of Wife and vested in Husband and become his property immediately upon the granting of any final decree of divorce between Husband and Wife, and likewise, all right, title and interest of Husband in and to the personal property, furniture, appliances and other property in the possession of Wife shall be divested out of Husband and vested in Wife and become her sole property immediately upon the granting of any final decree of divorce in this matter and further, Wife agrees that Husband shall receive any and all items of personal property and clothing in her possession together with the dining room table and chairs.

3. Wife will have the care, custody and control of the minor children of the parties, LAUREN PATRICIA KELLEY and KRISTIN MARIE KELLEY, subject to the reasonable visitation rights by Husband.

4. Husband agrees to pay to Wife for the support of the minor children of the parties the sum of Three Hundred and No/100 Dollars ($300.00) per month per child commencing on the first day of the month subsequent to the granting of the divorce by and between the parties and continuing each month thereafter pending further orders of the Court. The parties further agree by and between themselves that each party will take one minor child as

an exemption on his or her Federal income tax return.

5. Husband agrees to maintain hospitalization insurance policy on said children and further agrees to pay all medical, dental, and eye care bills not otherwise covered by insurance for the children.

6. Husband agrees to maintain an amount of life insurance as in effect on the date that this agreement is signed with the children named as beneficiaries and to provide proof of said coverage upon reasonable demand with said coverage remaining in effect until the children attain majority.

7. It is further agreed by and between the parties that any right, title and interest Husband may have in the 1979 Oldsmobile automobile will be divested out of Husband and vested in Wife, and further that Wife shall be responsible for any indebtedness owed thereon.

8. The parties have agreed that by and between themselves JOSEPH PATRICK KELLEY will be responsible for and hold Wife harmless from the indebtedness on the following bills: Medic Count, Master Charge, VISA, Commerce Union Bank, Sears Department Store, and Nashville City Bank. The parties have further agreed that BARBARA VENABLE KELLEY will be responsible for and hold Husband harmless from the indebtedness on the following bills: Exxon Credit Card, Millers Department Store, Capital Assistance Corporation and Third National Mortgage Company.

9. The parties further agree that any income tax refund for calendar year 1979 will be divided equally by and between them.

10. Wife agrees to assume responsibility for the court costs of any divorce by and between the parties.

11. The parties agree with each other to execute any and all instruments, deeds, titles, and other papers necessary to implement the terms of this agreement.

12. Each of the parties covenants with the other that from this date forward neither will contract any indebtedness on the credit of the other, and that if either shall be compelled to pay any debt of the other, 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 expense, if any.

13. It is further understood and agreed by and between the parties that this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle all matters of alimony, child custody and support, and the property rights of the parties hereto.

14. It is further understood and agreed that this property settlement, custody and support agreement is intended to be a final settlement of the property rights of the respective parties hereto and is a full discharge of JOSEPH PATRICK KELLEY from all other obligations to support BARBARA VENABLE KELLEY and a 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 in 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, alimony and support or right to act as administrator or executor of the other's estate. This agreement applies to all property now owned by JOSEPH PATRICK KELLEY and BARBARA VENABLE KELLEY or any property that either of them may acquire in the future.

15. This agreement shall be binding upon and inure to the benefit of the parties hereto, their person representatives, heirs and assigns.

16. It is understood and agreed by and between the parties that this property settlement, custody and support agreement is entered into without undue influence or 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 of the parties acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties, having read this instrument, discussed it with counsel, and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

DATED: April 18, 1980

Joseph Patrick Kelley
JOSEPH PATRICK KELLEY

DATED: April 18, 1980

Barbara Venable Kelley
BARBARA VENABLE KELLEY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOSEPH PATRICK KELLEY, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of April, 1980.

Peggy Roberson
NOTARY PUBLIC

My commission Expires: 4/17/83

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BARBARA VENABLE KELLEY, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 16th day of April, 1980.

[illegible]
NOTARY PUBLIC

My Commission Expires: July 14, 1982

It is further, ORDERED, ADJUDGED and DECREED that the custody of the minor children of the parties, Lauren Patricia Kelley and Kristin Marie Kelley, be and the same is hereby awarded to the plaintiff, Barbara Venable Kelley, with reasonable visitation rights to defendant, Joseph Patrick Kelley.

It is further, ORDERED, ADJUDGED and DECREED that all right, title and interest of Joseph Patrick Kelley in and to the real property owned by the parties and known as #13 Hickory Court, Mill Creek Club, Antioch, Tennessee, is divested out of said Joseph Patrick Kelley and vested in Barbara Venable Kelley, said real estate is more fully described as follows:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:
>
> BEING a part of the Plan of Mill Creek Club, Phase 1, Section 1, as of record in Book 4860, page 11, Register's Office for said County; the part hereby conveyed being: UNIT NO 13, BUILDING NO. 11, known as 13 Hickory Court, as shown in and described by said Plan;
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> TOGETHER with each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the Master Deed Establishing a Horizontal Property Regime of Mill Creek Club, Phase 1, Section 1, including the By-Laws thereunto attached recorded in Book 4887, page 961, Register's Office for said County, including without limitation such unit's undivided percentage interest in the land and general common elements;
>
> SUBJECT, HOWEVER, to all of the provisions, conditions, restrictions, options, burdens and undertakings contained in said Master Deed and By-Laws thereunto attached, all of which the purchaser does assume and agree to observe and perform, including but not limited to the payment of assessments.
>
> BEING the same property conveyed to Joseph Patrick Kelley and wife Barbara V. Kelley, by deed dated 16th of August 1976, from J. Jefferson Edwards, Trustee, of record in Deed Book 5058, page 10, in the Register's Office for Davidson County, Tennessee.

It is further, ORDERED that the plaintiff, Barbara Venable Kelley, shall pay the court costs for which execution may issue if necessary.

BENSON TRIMBLE, JUDGE
FOURTH CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE

8-20-80

APPROVED FOR ENTRY:

ROBERT P. ZIEGLER
Attorney for Plaintiff
1200 Third National Bank Building
Nashville, Tennessee 37219
615-256-2642

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CERTIFICATE

I hereby certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce has been mailed to the defendant, Joseph Patrick Kelley, at his place of employment, Henderson Kelly and Ward, 3716 Hillsboro Road, Nashville, Tennessee on this the 19th day of August, 1980.

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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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Barbara Venable Kelley *Plaintiff, and* Joseph Patrick Kelley *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* 19th *day of* September *in the year one thousand nine hundred and* Eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, D. C.

Form #GR-117

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IDENTIF. REFERENCE

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