10-22-80
41A/548

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE .

THE HONORABLE STEPHEN NORTH, PRESIDING

MAP 130-8
PAR 133

JAMIE PARSLEY CHOPPIN,)
)
Plaintiff)
)
v.) Civil Action No. 98526
)
SAMUEL WALKER CHOPPIN, JR.,)
)
Defendant)

BOOK 5671 PAGE 963

FINAL DECREE

This cause came on to be heard before the Honorable Stephen North, Judge, upon Plaintiff's Complaint for absolute divorce; upon the Property Settlement, Child Custody and Support Agreement, which provides for custody and support of the parties' two minor children, support of Mrs. Choppin, the division of the parties' respective rights and interest in all joint and individual property, and apportionment of responsibility for payment for the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of Plaintiff and the statements of counsel, from all of which the Court finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Property Settlement, Child Custody and Support Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts of the parties, and makes fair and adequate provision for custody and support of the parties' minor children, and should be approved; and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that Plaintiff, Jamie Parsley Choppin, be, and is hereby, awarded an absolute divorce from Defendant, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement, Child Custody and Support Agreement heretofore executed by the

parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court. The Property Settlement, Child Custody and Support Agreement is in words and figures as follows: (see attached)

PROPERTY SETTLEMENT, CHILD CUSTODY AND SUPPORT AGREEMENT

THIS AGREEMENT is entered into by and between JAMIE PARSLEY CHOPPIN hereinafter "First Party," and SAMUEL WALKER CHOPPIN, JR., hereinafter "Second Party," subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties were married on September 26, 1970, in Kingsport, Tennessee, and two children have been born of the union, namely, BRIAN WALKER CHOPPIN, age 5; and LAURA ELIZABETH CHOPPIN, age 2; and

WHEREAS, the parties have experienced marital difficulties in the past, with the result that First Party instituted divorce proceedings against Second Party in the Fifth Circuit Court of Davidson County, Tennessee, on October 29, 1979, same being Civil Action No. 98526; and

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

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights and all rights of support and maintenance of First Party by Second Party, all homestead rights and other rights of whatsoever description existing between the parties arising out of the marital relationship, and to provide for the care and support of the parties' minor children;

NOW, THEREFORE, the parties hereto for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The parties agree that the custody of the minor children shall be vested in First Party, with the following visitation rights granted to the Second Party:

a. Every other weekend beginning on the first weekend following the execution of this Agreement, beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on Sunday.

b. On one intervening weekend not covered in subparagraph a, Second Party shall be entitled to visitation with one of the children on an alternating basis from 6:00 p.m. on Friday and ending at 6:00 p.m. on Sunday.

c. For Thanksgiving and Easter holidays in even numbered years commencing with the year 1980, regardless of the above-mentioned regular visitation privileges; and for the Christmas and Fourth of July holidays in odd-numbered years commencing with the year 1981, regardless of the above-mentioned regular visitation privileges.

d. For every Father's Day holiday and Second Party's birthday on January 31, regardless of the above-mentioned regular visitation privileges.

e. For four weeks each year, not necessarily consecutive, and for one day close to each of the parties' children's birthdays when convenient to First Party and the minor children.

f. Second Party agrees that he will make a reasonable effort to ensure that the children attend Sunday School for any Sunday included in his visitation privileges set forth herein.

2. In addition to the above-mentioned child custody and visitation rights, it is further provided that:

a. First Party shall have custody of the parties' minor children every Mother's Day holiday and for her birthday, May 14, regardless of the above-mentioned regular visitation privileges.

b. Second Party shall notify First Party at least twenty-four (24) hours in advance of any occasion when he does not intend to exercise his visitation privileges; however, such notice shall be made as soon as possible in the event of an emergency beyond Second Party's control.

c. First Party shall notify Second Party at least twenty-four (24) hours in advance of any occasion when

the children will be unavailable for their visitation with Second Party due to illness or other circumstances beyond the control of First Party, or, such notice shall be made as soon as such circumstances are apparent to First Party.

3. Second Party agrees to pay to First Party $130 per month per child as child support. The child support payments shall begin on the first day of the month following the execution of this Agreement, shall be made directly to First Party, and shall be made on or before the first of each succeeding month. Child support payments shall be made regardless of remarriage of either party. Said child support payments shall terminate on each child's graduating from high school. Child support payments shall be adjusted annually on the month of this Agreement, which adjustment will be made in accordance with the Consumer Price Index as set forth in Exhibit A attached hereto.

4. Second Party agrees to pay First Party as periodic alimony an amount equal to the house payment, including any amounts escrowed for taxes and insurance, on the 3615 Trimble Road property located in Nashville. The payments shall commence on the first day of the month following the execution of this Agreement, and shall be due and payable directly to First Party on the first day of each and every month thereafter for sixteen (16) years. In the event said property is sold or First Party remarries, Second Party agrees to increase the child support payments by $225 per month per child commencing on the first of the month following the execution or closing of the sale or the date of First Party's marriage as applicable. Said increase child support payments will thus be subject to the terms and conditions of Paragraph 3 including annual Consumer Price Index adjustments.

5. Second Party agrees to maintain in full force and effect a policy of major medical and hospitalization insurance for the Parties' minor children, comparable to the major medical insurance coverage offered by Blue Cross/Blue Shield. Second Party shall furnish First Party a copy of the policy showing

the parties' children as insureds thereunder, and shall instruct the insurance company to notify First Party in the event premiums are not made in accordance with policy provisions. In addition, Second Party shall pay one half of all medical bills incurred on behalf of the parties' children that are not covered by the insurance, including, but not limited to, doctor bills, hospital bills, drug bills, dental bills, orthodontist bills, opthalmologist bills, and any other expenses for medical care of the parties' children. It is understood and agreed between the parties that the responsibility for providing medical insurance coverage and payment of medical expenses for the parties' children will cease as each child is covered by a medical plan obtained personally or under a college program or at age 22, whichever event occurs last.

6. Second Party agrees to maintain in full force and effect two life insurance policies on his life and in the face amount of $25,000 each, with Brian Walker Choppin named as beneficiary under one policy and Laura Elizabeth Choppin named as beneficiary under the other. Second Party shall make timely payment of all premiums required to keep such policies in full force and effect, and warrants that he will at no time pledge, borrow against, or encumber the policies in any way. Second Party shall provide copies of the policies to First Party. Each policy shall be maintained until the beneficiary named thereunder reaches his or her 25th birthday.

7. Second Party agrees to pay all costs of room, board, tuition, fees, medical coverage, books and other expenses of (a) private elementary education, and (b) a four-year college education for Brian Walker Choppin. Second Party agrees to pay all costs of tuition only of a four-year college education for Laura Elizabeth Choppin.

8. Second Party agrees that he will transfer upon the execution of this Agreement all of his right, title and interest in the parties' home situated at 3615 Trimble Road, Nashville, Tennessee to First Party. First Party agrees to and does hereby indemnify and hold Second Party harmless with respect to the present mortgage and deed of trust on said home. First Party

agrees that Second Party is entitled to $18,000.00 of the equity in the home. In the event and at the time First Party sells the home, First Party agrees to pay $18,000.00 to Second Party, and to secure said payment, First Party hereby grants a lien on the property to Second Party to secure said payment. In the event that First Party seeks to further encumber the property, through second mortgage or otherwise, she agrees to give notice of Second Party's interest to any lender seeking to encumber the property.

9. It is understood and agreed between the parties that all right, title and interest in and to the parties' 1979 Oldsmobile Cutlass shall be vested in First Party and Second Party agrees to execute any and all documents necessary to transfer title of the said automobile.

10. The parties have heretofore physically divided all articles of their household furnishings and personal property, and do hereby ratify that division, each affirming that all such articles of household furnishings and personal property presently in the possession of First Party are her sole and separate property, and that all such articles presently in the possession of Second Party are his sole and separate property.

11. The parties agree that they will equally divide the amount currently existing in a joint savings account at Commerce Union Bank upon the execution of this Agreement. The parties further agree to retain, as his or her sole and separate property, free and clear of any claim by the other, the checking account that he or she is currently using at Commerce Union Bank. It is further agreed between the parties that the savings account at Commerce Union Bank in the name of Jamie Parsley Choppin shall be her sole and separate property, free and clear of any claim by Second Party.

12. It is understood and agreed that First Party will pay the amount due and owing to Cain Sloan and Castner Knott as of the date of this Agreement after which she will neither use nor be responsible for these charge accounts. It is further agreed that Second Party will assume sole responsibility for and

will pay the amount due and owing to his MasterCharge, Medicount and all other charges in his name.

13. Each party agrees to assume full responsibility for their respective attorney's fees.

14. Second Party agrees to pay all court costs in the divorce action now pending.

15. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of the property rights of the respective parties hereto and is a full discharge of Second Party from all other obligations to support First Party 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 on the other's property, including without limitation, statutory allowances, homestead rights, rights to take against the will of the other, inheritance, descent or distribution, alimony in support, right to act as administrator or executor of the other's estate. This Agreement applies to all property now owned by First Party and Second Party for any property that either of them may acquire in the future.

16. Each of the parties hereto covenants with the other that from this day forward, 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, and 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.

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

18. 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 of 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 and a copy of same is being retained by both parties.

Jamie Parsley Choppin
JAMIE PARSLEY CHOPPIN
"First Party"

Samuel Walker Choppin Jr.
SAMUEL WALKER CHOPPIN, JR.
"Second Party"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, L. Cheryl Smith, a Notary Public in and for said County and State, the within named JAMIE PARSLEY CHOPPIN, the bargainor, 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 5th day of September, 1980.

L. Cheryl Smith
NOTARY PUBLIC

My Commission Expires:

10-15-83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, WILLIAM P. GRIFFIN, IV, a Notary Public in and for said County and State, the within named SAMUEL WALKER CHOPPIN, JR., the bargainor, 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 10TH day of SEPTEMBER, 1980.

William P. Griffin IV
NOTARY PUBLIC

My Commission Expires:

JAN. 15, 1983

The child support payments set forth in the Property Settlement Agreement shall be adjusted annually on the anniversary of the agreement as follows:

(a) As promptly as practicable after to the anniversary date of the Property Settlement Agreement, First Party shall compute the increase, if any, in the cost of living since the execution of this agreement based upon the Consumer Price Index for all Urban Consumers" (hereinafter Index), published by the Bureau of Labor Statistics of the United States Department of Labor.

(b) The Index number indicated in the column entitled "all items" for the month of September, 1980, shall be the "base Index number" and the corresponding Index number for the month of September for the year the calculations to be made shall be the "current Index number."

(c) The current Index number shall be divided by the base Index number. From the quotient thereof, there shall be subtracted the integer 1, and any resulting positive number shall be deemed to be the increase in the cost of living.

(d) The increase multiplied by $130 (or multiplied by $355 when applicable) shall be the increase in monthly child support payments for each child required to be paid pursuant to the Property Settlement Agreement.

(e) The First Party shall, within a reasonable time after obtaining the appropriate data necessary for computing such increase, give the Second Party notice of any increase so determined, and the First Party's computation thereof shall be conclusive and binding but shall not preclude any adjustment which may be required in the event of a published amendment to the index figures upon which the computation was based unless the Second Party shall, within 60 days after the giving of such notice, notify the First Party of any claimed error therein. Any dispute between the parties as to such computation shall be determined by arbitration.

EXHIBIT A

(f) The new monthly child support payment, as so determined (i.e., the aggregate of $130 or $355 per month and the "increase" calculated in accordance with subparagraphs (a) through (e) of this Exhibit), shall be due and payable effective the first of the month following the anniversary date of the Property Settlement Agreement, any retroactive increase in the child support payments based on the delay in the publication of the Index being payable within five days after the giving of the notice provided herein.

(g) If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for U.S. Cities as they shall be computed and published by any agency of the United States or by a responsible financial periodical of recognized authority to be selected by the parties hereto or, if the parties cannot agree upon a selection, by arbitration. In the event of (1) use of comparable statistics in place of the Consumer Price Index as above mentioned, or (2) publication of the Index figure at other than monthly intervals, there shall be made in the method of computation herein provided for such revisions as the circumstances may require to carry out the intent of this provision, and any dispute between the parties as to the making of such adjustment shall be determined by arbitration.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against the Defendant, Samuel Walker Choppin.

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 21st day of October, 1980.

/s/ Stephen North
STEPHEN NORTH, Judge

APPROVED FOR ENTRY:

FARRIS, WARFIELD & KANADAY

By: Stephen K. Rush
Stephen K. Rush
Attorney for Jamie Parsley Choppin

IDENTIF. REFERENCE
OCT 30 | 48 PM '80
FELIX Z. WILSON L. REGISTER
DAVIDSON COUNTY, TENN.

G.1.52.53

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed to Robert E. Hoehn, Attorney for Samuel Walker Choppin, on this the 16th day of October, 1980.

Stephen K. Rush
Stephen K. Rush

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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* Jamie Parsley Choppin *Plaintiff, and* Samuel Walker Choppin, Jr. *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* 30th *day of* October *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 #CR-117