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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROBERT MICHAEL HOLLAND, SR.
Plaintiff,

VS.

MARGARET MARY LYNCH HOLLAND
Defendant.

NO. 80D-1686

Map 129-10
Par 38

FINAL DECREE

This cause came on to be heard on the 8th day of September, 1980, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tenneessee, where the following proceedings were held:

Complainant, Robert Michael Holland, Sr., tendered unto the Court certain interrogatories, heretofore answered by him, a Child Custody and Property Settlement Agreement that had heretofore been executed by Plaintiff and Defendant and their respective Solicitors, same having been annexed to Plaintiff's complaint seeking an absolute divorce on the grounds of irreconcilable differences, all being in compliance with Tennessee Code Annotated 36-801(II).

The Court finds that the Complainant is entitled to the redress sought and further finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the parties' minor child, Eileen Marie Holland, and the property settlement between the parties is equitable. Said Agreement is incorporated herein by reference.

It is THEREFORE, ORDERED, ADJUDGED and DECREED, that the Complainant is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person and further that the aforesaid Agreement is to be complied with by the parties until further Order(s) of this Honorable Court. The Complainant will pay the costs of this cause, for which execution may issue.

ENTERED this 15 day of September, 1980.

BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

David Condra, Attorney

80D-1686

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1979, by and between the parties, MARGARET MARY LYNCH HOLLAND, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "WIFE", and ROBERT MICHAEL HOLLAND, SR., also a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "HUSBAND":

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 11th day of April, 1959, in Elmhurst, New York, and have maintained residence in Davidson County, Tennessee, for 13 years; and

WHEREAS, there have been three (3) children born of the marriage of HUSBAND and WIFE, Robert Michael Holland, Jr., age nineteen (19) years, Kevin Gerard Holland, age eighteen (18) years, and Eileen Marie Holland, age thirteen (13) years; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, HUSBAND contemplates filing a petition for absolute divorce in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the minor child of the parties between themselves and also their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole

and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That the absolute and exclusive care, custody and control of the minor child of the parties, Eileen Marie Holland, is hereby relinquished and given by HUSBAND to WIFE, with reasonable visitation privileges in HUSBAND at reasonable times and reasonable places.

3. That HUSBAND hereby agrees to pay directly to WIFE the sum of Two Hundred Dollars ($200) per month as necessary and reasonable child support, in equal installments of One Hundred Dollars ($100) each on the first and fifteenth days of each month beginning immediately upon execution of this agreement, based on his net monthly income from all sources of One Thousand Five Hundred and no/100---------Dollars ($ 1,500.00), and further agrees to furnish WIFE a copy of his income tax return each and every year hereafter until said minor child of the parties has reached her eighteenth (18th) birthday, in order that WIFE may be apprised of HUSBAND's income, and further HUSBAND and WIFE will agree on a cost-of-living increase in said child support payments each and every year, on or before the first day of December each year, beginning December 1, 1980, said cost-of-living increase in said child support payments to be based on both the income and expenses of HUSBAND and WIFE, and said agreement to be reached in lieu of expensive litigation, attorney's fees and court costs.

4. That HUSBAND shall claim the said minor child of the parties, Eileen Marie Holland, as an exemption on his federal income tax return, and WIFE shall claim the two oldest children of the parties, Robert Michael Holland, Jr., and Kevin Gerard Holland, as exemptions on her federal income tax return insofar as possible.

5. That HUSBAND hereby agrees to pay directly to WIFE the sum of Six Hundred Dollars ($600) per month as necessary and reasonable alimony, until she either dies or remarries, beginning immediately upon execution of this agreement, and again based on his net monthly income from all sources of One Thousand Five Hundred and no/100---------- Dollars ($ 1,500.00).

6. That HUSBAND will also pay directly to WIFE for the exclusive use and benefit of said minor child of the parties, Eileen Marie

Holland, all of the tuition for school, and all medical and dental bills not covered by HUSBAND's major medical hospitalization insurance program for the exclusive use and benefit of all three (3) children of the parties.

7. That HUSBAND will pay directly to Kevin Gerard Holland all of his tuition through college.

8. That upon the granting of any final decree of divorce dissolving the marriage of HUSBAND and WIFE, that all right, title and interest of HUSBAND in and to the real estate which has been the residence of WIFE, located at 6612 Ellesmere Road, Nashville, Davidson County, Tennessee, be divested out of HUSBAND and vested absolutely in WIFE, said real estate being more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 61 on the Plan of West Meade Park, Section 3, as of record in Book 3300, page 23, Register's Office for said County.
>
> Said Lot No. 61 fronts 164.6 feet on the northwesterly side of Ellesmere Road and extends back 491.1 feet on the northeasterly line and 542 feet on the southwesterly line to a dead line measuring 135 feet thereon.
>
> Being the same property conveyed by Charles R. Wood and wife, Rose Wood, by warranty deed to Robert M. Holland and wife, Margaret M. Holland, of record in Book 4586, page 551, Register's Office for Davidson County, Tennessee,

and WIFE hereby assumes the present mortgage balance on said real estate in the approximate amount of Thirty Thousand Dollars ($30,000), payable to Fidelity Federal Savings & Loan Association in monthly payments of Three Hundred Ten Dollars ($310) each, and hereby agrees to save HUSBAND harmless for the payment of the same.

9. That HUSBAND hereby agrees to transfer and convey and execute any and all necessary documents to give WIFE one-half (1/2) of the shares of stock in Blue Bell, Inc., which she understands is approximately two hundred (200) shares, and has a present stock market value of _____ Dollars ($_____), before the execution of this agreement.

10. That HUSBAND will give WIFE a certified check, money order or cash in the amount of Two Thousand Dollars ($2,000) before

the execution of this agreement in order that WIFE may purchase an automobile.

11. That HUSBAND will reimburse the parents of WIFE One Thousand Five Hundred Dollars ($1,500), by cash, certified check or money order, also before the execution of this agreement.

12. That HUSBAND will deliver to WIFE all of the living room furniture, a certain box springs and mattress presently located in the lake house of the parties on Center Hill Lake in DeKalb County, Tennessee, also before the execution of this agreement.

13. Upon the granting of any final decree of divorce dissolving the marriage of HUSBAND and WIFE, that all right, title and interest of WIFE in and to the lake house of the parties located on Center Hill Lake in DeKalb County, Tennessee, be divested out of WIFE and vested absolutely in HUSBAND. Said real estate is more particularly described as follows:

> Cottage Site No. 19 (nineteen) of the Atnip Bluff Cabin Colony, within the Center Hill Reservoir area, situated in the 18th Civil District of DeKalb County, Tennessee, and more particularly described as follows:
>
> Beginning at an iron pin set in the easterly margin of a county road known as Cocoanut Road, said pin divides Cottage Sites Nos. 19 and 18; thence along the easterly margin of said county road, North 57° 45' W 147.9 feet, more or less, to an iron pin dividing Cottage Sites Nos. 19 and 20; thence leaving said county road with the division line between Cottage Sites Nos. 19 and 20, North 53° 28' E 198 feet, more or less, to an iron pin in the westerly margin of a proposed road, thence along the westerly margin of said proposed road, South 36° 32" E 140 feet, more or less, to an iron pin dividing Cottage Sites Nos. 19 and 18; thence leaving said road with this division line, South 53° 28' W 145 feet, more or less, to the beginning point.
>
> The above described cottage site, containing 0.54 of an acre, more or less, is a part of the same land acquired in fee by the United States under Tract No. C-346, Center Hill Dam and Reservoir Project, from L. S. Atnip by filing Declaration of Taking for the Middle District of Tennessee, Northeastern Division and more particularly shown on official Department of the Army, Corps of Engineers plat designated "Atnip Bluff Cabin Colony", dated May, 1950, as revised April, 1958, and recorded in Deed Book H-3, page 652, in the Register's Office, DeKalb County, Tennessee, and being the same property conveyed to Robert M. Holland, Sr., and his wife, Margaret M. Holland by quitclaim deed of B. M. Hall and his wife, Dorothy Y. Hall, dated February 25, 1978, of record in Deed Book No. I-5, page 486, in the Register's Office, DeKalb County, Tennessee.

14. That HUSBAND will procure and transfer the ownership of a policy or policies of insurance upon his life in at least the total amount of Fifty Thousand Dollars ($50,000), with WIFE named as beneficiary and trustee for the exclusive use and benefit of said minor child of the parties, to secure this agreement, and WIFE will pay the premiums therefor.

15. That HUSBAND will maintain in full force and effect and pay the premiums for a certain major medical hospitalization program either through his employment or otherwise, for the use and benefit of said three (3) children of the parties.

16. That HUSBAND hereby assumes all responsibility and liability for the payment of any and all outstanding debts and bills incurred by HUSBAND and WIFE prior to the execution of this agreement.

17. That HUSBAND hereby agrees to pay the reasonable attorney's fees of J. L. Thompson, III, attorney of record for WIFE, in the amount of Six Hundred Dollars ($600) before the execution of this agreement, and the court costs.

18. Both HUSBAND and WIFE acknowledge that the provisions of this child custody and property settlement agreement are fair, adequate and satisfactory to both HUSBAND and WIFE, and both HUSBAND and WIFE accept this agreement in full and final settlement of all claims and demands against each other, and both HUSBAND and WIFE hereby release and discharge each other from any and all such claims and demands except as provided in this agreement. It is further clearly and expressly understood by both HUSBAND and WIFE and agreed by and between them that this child custody and property settlement agreement is entered into without any undue influence, fraud, coercion, or misrepresentation by either HUSBAND or WIFE, or the attorney of record for WIFE, or the attorney of record for HUSBAND.

IN WITNESS WHEREOF, the parties have read this instrument, and each and every word of it, are familiar with the contents hereof, and have signed their names this _____ day of _____, 1979.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Margaret Mary Lynch Holland
MARGARET MARY LYNCH HOLLAND

Personally appeared before me, Carol B. Baron, a Notary Public in and for said County and State, the within named Margaret Mary Lynch Holland, 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 14th day of February, ~~1979.~~ 1980.

Carol B. Baron
NOTARY PUBLIC

My commission expires:

1-31-81

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Robert Michael Holland Sr.
ROBERT MICHAEL HOLLAND, SR.

Personally appeared before me, David Condra, a Notary Public in and for said County and State, the within named Robert Michael Holland, Sr., 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 8th day of February ~~1979~~ 1980.

Emily Bates
NOTARY PUBLIC

My commission expires:

1-22-81

APPROVED FOR ENTRY:

J. L. Thompson
J. L. THOMPSON, III
Attorney for Wife

David Condra
DAVID CONDRA
Attorney for Husband

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IDENTIF. REFERENCE

JAN 7 | 02 PM '81

FELIX Z. WILSON C. REGISTER
DAVIDSON COUNTY, TENN.

MAIL ENV

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11/17/81 -0111 2 1 CHECK

80D-1686 118B/1198

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* Robert Michael Holland, Sr. *Plaintiff, and* Margaret Mary Lunch Holland *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* 23rd *day of* December *in the year one thousand nine hundred and* eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Randy Bryant, *D. C.*

Form #GR-117