3-5-80
1176/1309

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THOMAS I. HANNER	X	
	X	BOOK 5702 PAGE 504
VS.	X	NO. 98001
	X	
ANNE E. HANNER	X	

FINAL DECREE

This cause came to be heard on the 4th day of March, 1980, in the Third Circuit Court for Davidson County, Tennessee, the Honorable Joe C. Loser, Jr., Judge presiding; upon complainant's original bill for an absolute divorce along with a Property Settlement and Child Custody Agreement between the parties, complainant's testimony, and the whole record in this cause; from all of which the Court finds that the complianant should be granted an absolute divorce from the defendant on the grounds of irreconcilable differences, that the costs be adjudged against the complainant; and, that the Property Settlement and Child Custody Agreement presented to the Court is hereby approved and is in words and figures as follows:

"PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT"

BY AND BETWEEN Thomas I. Hanner, hereinafter called the husband and Anne E. Hanner, hereinafter called the wife, on this the 11th day of September, 1979.

WHEREAS, the parties hereto are presently man and wife but have reached the point of irreconcilable differences in their marriage and wish to make a full and final settlement of all matters in controversy between them.

NOW, THEREFORE, the parties hereto, as evidenced by their signatures hereto do agree as follows:

1. It is agreed that Anne E. Hanner and Thomas I. Hanner will share the joint custody of the minor children of the parties however it is agreed that the principal place of residence will be with the wife and that the husband shall have reasonable and liberal rights of visitation with said children.

2. It is further agreed that the husband shall pay to the wife, as child support, the sum of $[illegible] per child

maintain the health insurance for said children as it now is which amounts to an additional $98.00 per month (the husband reserves the right to continue to be covered under the policy, provided the company allows him to do so and the wife agrees to sign the insurance forms since the insurance is in her name).

3. It is agreed that the husband shall pay the orthodontist bill for Belinda Sue Hanner; however all future dental bills of the minor children of the parties are to be split on a 50/50 basis.

4. The parties agreed that the General Electric Stock which the parties own shall be held "as is" and used for the benefit of the children or split among them as the parties mutually agree.

5. It is agreed that the husband shall have the exclusive right to claim the children as dependants on his income tax return each year during their minority, and thereafter so long as said children are in shcool.

6. It is agreed that the husband sahll receive the boat, motor, trailer and fishing equipment and other accessories connected therewith for his sole and separate estate.

7. It is agreed that the husband shall receive the two (2) wheel tent camper and the accessories connected therewith for his sole separate estate.

8. It is agreed that the husband shall receive all of the items located in the basement of the home at 3145 Stafford Drive, Nashville, Tennessee 37214, for his sole and separate estate and shall have the privilege of storing those items there so long as he does so in an orderly fashion.

9. It is agreed that the husband shall receive the following items of furniture located in the home at 3145 Stafford Drive, the bedroom desk, the stereo, the chest of drawers, the bed, the rocking chair, together with one-half (1/2) of the den furniture and the refrigerator, stove and dishwasher that are located upstairs. On the other hand, the wife shall receive the remainder of the bedroom furniture not mentioned above the hutch, the dining room table and chairs and the couch and the loveseat and one-half (1/2) of the den furniture together with the new refrigerator, stove and the other new appliances.

10. It is agreed that the wife shall receive the Ford station wagon which is presently in both names and the husband agrees to transfer

husband shall receive the Lincoln automobile which is presently in both names and the wife agrees to execute such papers as are necessary to transfer the same to him upon his request. The parties agree that the antique car will continue to be held in both names until such time as the husband or wife decides to sell the same and then the proceeds therefrom shall be split equally.

11. It is agreed that the savings accounts which are in the husband's name shall continue to be his so that he may pay the income taxes and the current Castner Knott bill of approximately $565.00 plus $50.00 to Mr. Jones who is the Band Instructor.

12. It is agreed that college for the children, as needed, will be split equally between the husband and wife so far as room, board, entrance fees and books are concerned; however it is agreed that the children will work and save enough for their activities.

13. It is agreed that the home at 3145 Stafford Drive, will be retained in the names of the husband and wife which will result in their holding the same as tenants in common after the divorce however the wife sahll have the privilege of living in said home until there shall be no living child, of the parties, under eighteen (18) years of age or until such time as the wife, remarries, whichever occurs first; and it is agreed that, so long as the wife occupies the home she shall be responsible for paying the monthly payments out of her child support and shall be responsible for paying all utilities. It is further agreed that at such time as there is no child of the parties under eighteen (18) years of age or at such time as the wife remarries, the parties shall sell the home through a licensed real estate broker at a price to be agreed upon by the parties and the net proceeds from said sale after deducting the costs of sale including any needed repairs, shall be split equally between the parties. It is further agreed that, in the meantime, the parties shall split equally the costs of all repairs and maintenance needed to maintain said home. It is further agreed that the husband shall claim the deduction, for income tax purposes, for the interest paid on the mortgage indebtedness until such time as it is sold. However, each party shall be responsible for paying his or her share of the taxes on the capital gain from the sale of said [illegible], at that time, they agree otherwise.

14. It is agreed that the property at 3721 Wharton Drive in Nashville, Tennessee, which is presently held in both names will continue to be held in both names so that, after the divorce, the parties shall be tenants in common. It is further agreed that when the parties unanamiously agree to sell the same, any net proceeds after the costs of sale and any repairs required for said sale, shall be split equally. It is further agreed that, during the time the parties continue to own said home as tenants in common, the husband shall be responsible for making all payments and repairs and maintenance and that the husband shall receive all rental payments, or the part that is left over after the payment of the notes and repairs, in lieu of a management fee and that the husband shall receive the income tax deduction generated by the payment of interest, taxes and repairs or maintenance or other expenses related thereto. It is further agreed that any capital gains tax liability generated by the sale of said property shall be split equally between the parties unless they agree otherwise at that time.

15. It is further agreed that all of the wife's interest in all of the real property owned by the parties, or either of them, shall be divested out of the wife and vested in the husband, for his sole and separate estate, by the Final Decree of Divorce. It is further agreed that the wife will, upon request, from the husband execute any quitclaim deeds which he may prepare for the transfer of any of such properties pending the final decree of divorce.

16. It is further agreed by each of the parties that this Property Settlement and Child Custody Agreement is a full and fair settlement and disposition of all the matters in controversy between them and that it is to be made, with the approval of the Court, a part of any final decree of divorce entered in any cause between the parties after this date.

17. Each of the parties hereto as evidenced by the signatures below certifies that he or she has read the foregoing and fully understands the same and is executing the same without any undue influence, intimidation, or any other form of inappropriate pressure.

IN WITNESS WHEREOF we have hereunto set our hands on the day, month and year first above written.

s/ Thomas L. Renner
THOMAS L. RENNER

s/ [illegible]

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore substiting by and between the parties are perpetually dissolved and that the complainant is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person on the grounds of irreconcilable differences, and, that the costs of this cause are ADJUDGED against the complainant, for all of which let execution issue if necessary.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement and Child Custody Agreement set forth above is in all things ratified and approved by the Court and in order to properly enforce each and every provision o f said agreement, the same is ADJUDGED and DECREED as though DECREED separately.

ENTERED THIS _____ DAY OF _____, 1980.

JOE C. LOSER, JR., JUDGE

3-5-80

APPROVED FOR ENTRY:

Enter This 5 Day of March, 1980

John G Doak

JOHN G. DOAK, Attorney for Complainant

CERTIFICATE

I certify that I have mailed a copy of the foregoing Final Decree to the defendant, Anne E. Hanner at her last known address.

John G Doak

JOHN G. DOAK

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IDENTIF. REFERENCE

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FELIX Z[illegible] 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* ~~correct manuscript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* THOMAS I. HANNER *Plaintiff, and* ANNE E. HANNER *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* 21st *day of* January *in the year one thousand nine hundred and* eighty-one *and in the* [illegible] *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature] *D. C.*