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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KAY CAROLYN O'BRIEN REESE)
)
vs.) NO. 80D-2454
)
LEONARD EDWARD REESE)

Mag. Pac. 4612-6

FINAL DECREE

This cause came on to be heard on the 12th day of January, 1981, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon Plaintiff's petition for absolute divorce, Defendant's Answer and Cross-Complaint, Defendant's withdrawal of his Answer and Cross-Complaint in open court, testimony of the Plaintiff, statements of counsel for both parties, and the Child Custody and Property Settlement Agreement which provides for the custody and support of the parties' minor children and for the division of all marital property. The Court further found that the necessary waiting period by statute had elapsed, and that the Child Custody and Property Settlement Agreement signed by both parties was a fair and complete division of the marital property and should be approved.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff be, and is hereby, awarded an absolute divorce on the ground of irreconcilable differences, and that the parties be restored to all the rights and privileges of unmarried persons, and the bonds of matrimony are hereby dissolved.

It is further ORDERED that the Child Custody and Property Settlement Agreement is approved by the Court and each and every provision of the Child Custody and Property Settlement Agreement is hereby made the decree of the Court. The Child Custody and Property Settlement Agreement is attached hereto and incorporated herein as Exhibit I.

It is further ORDERED that the parties shall share equally all Court costs incurred in this action, for which execution may issue.

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EXHIBIT I

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CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between KAY CAROLYN O'BRIEN REESE and LEONARD EDWARD REESE, whose names appear sworn to below, in a divorce action pending between the parties in the Fourth Circuit Court of Davidson County, Tennessee, Docket Number 80D-2454.

It is the decision of the parties to amicably settle their differences with respect to all property rights. They have mutually agreed that each party will keep his or her own personal property, and they have made a satisfactory settlement as to the ownership of all such personal property, including an equitable division of all household furniture and furnishings.

All right, title and interest in and to the 1973 Mercury Montego automobile shall vest solely with the wife and she shall hold the husband harmless from any liability thereon. All right, title and interest in and to the Ford vehicle presently in husband's possession shall be his sole property and he shall hold wife harmless from any liability thereon. Each party hereby agrees to execute any and all documents necessary to vest title as set forth herein if applicable.

The parties show that four children have been born of the marriage, to wit: Karen Reese, age 17; Joel Reese, age 16; Audra Reese, age 13; and Shannon Reese, age 10. The parties have agreed that they shall retain joint custody of the minor children during their minority with the three daughters, Karen, Audra, and Shannon, residing primarily with the mother, and the minor son, Joel, residing primarily with the father, except to the extent that any of the children may reside with the other parent on visits. The parties agree to consult with each other with respect to the education, welfare, and all other matters relating to said children whose well-being and development shall at all times be of paramount consideration to the parties. If either of the parties shall have knowledge of any illness, accident, or other matters seriously affecting the well-being of any of said children, he, or she, as the case may be, shall promptly notify the other party of such matter. The husband hereby agrees to pay directly to wife the sum of $50.00 per week as child support in consideration of the fact that three of the four children of the marriage shall primarily reside with her and shows that he will be solely responsible for the support of the minor son, Joel.

The parties show that the husband owns certain real property, through inheritance and the settlement of an estate, located at 312 Williams Avenue, Madison, Davidson County, Tennessee, said property more fully described as follows:

> Being part of Lot No. 4 on map showing the subdivision of the Gee Lands in the 11th Civil District of said County, as of record in Book 332, page 74, Register's Office for said County.
>
> Said part of said lot No. 4 is described as follows: BEGINNING at a point in the southerly margin of said lot (and being the northerly margin of Williams Ave.), said point being the southeasterly corner of a five acre tract conveyed to Herbert Shelby and wife, Bessie Shelby, by deed from John B. Robinson and wife, of record in Book 1041, page 317, said Register's Office; thence with said Shelby's easterly line north 2 degrees 45' east 703 feet to the northerly margin of said lot 4, being said Shelby's northeast corner; thence with the northerly margin of said lot south 87¼ degrees east 186 feet to a point; thence south 2 degrees 45' west 703 feet to a point in the southerly margin of said lot and the northerly margin of Williams Avenue; thence with the southerly margin of said lot (and the northerly margin of said Williams Avenue) north 87¼ degrees west 186 feet to the point of beginning, containing 3 acres, more or less.
>
> Being the same property devised to Jo Edra Reese by Will of Miadelle Helm of record in Will Book 87, page 181, Probate Court for Davidson County, Tennessee. Jo Edra Reese since died leaving above parties as husband and heirs.
>
> Being the same property conveyed to Leonard E. Reese, by the heirs of Jo Edra Reese, namely, Leonard V. Reese, Martha R. O'Brien and Dorothy Ann R. O'Brien by deed on the 3rd day of September, 1974, and recorded in Deed Book 4848, page 581, Register's Office for Davidson County, Tennessee.

The parties have agreed that the husband shall retain a life estate in and to the above described real property, with said property to pass to the children of the marriage, namely Karen, Joel, Audra and Shannon, in equal shares upon his death. Wife hereby agrees that she has no claim in and to the above property by virtue of this marriage.

The parties further show that there are two houses located on the above described property. Husband hereby agrees that wife, as long as she does not remarry, shall have the right to reside in the larger house without paying any rent or other consideration to the husband for a period of two (2) years following the granting of the divorce between the parties. During the time that the wife resides in the larger house, husband hereby agrees to be responsible for and hold wife harmless from all taxes and insurance owed on said property as well as any presently existing encumbrances against said property. Husband further agrees to pay off the presently existing debt owed for the refrigerator located in said house and to leave said refrigerator in the larger house for wife's use as long as she resides there.

The parties show that there are no joint debts remaining of the marriage. Each party shall be responsible for the debts which he or she has incurred and each party is aware of all such debts.

The parties have agreed to share equally all Court costs incurred in this action.

The parties show that this Agreement is the full and complete understanding between them as to all matters of child custody and support and the division of all marital property and request that this Agreement be incorporated in any Order of the Court resulting from the granting of the divorce heretofore petitioned for in the Fourth Circuit Court of Davidson County, Tennessee. The parties further show that they have read the Agreement and understand fully the provisions hereof, that there are no other agreements, oral or written, between them, and that this Agreement is entered into voluntarily, and without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated.

WITNESS out hands on the day and date shown below.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Kay Carolyn Reese
KAY CAROLYN O'BRIEN REESE

Sworn to and subscribed before me, this 13th day of January, 1981.

Notary Public
Commission Expires: 2-27-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Leonard E. Reese
LEONARD E. REESE

Sworn to and subscribed before me, this 13th day of January, 1981.

Notary Public
Commission Expires: 1-22-84

ENTERED, th[illegible] the 25 day of [illegible], 1981.

APPROVED FOR ENTRY:

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LEGAL CLINIC OF BART DURHAM

JUDGE

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IDENTIF. REFERENCE

FEB 24 11 28 AM '81

FELIX E. ROBERTSON 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 transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* KAY CAROLYN O'BRIEN REESE *Plaintiff, and* LEONARD EDWARD REESE *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* 24th *day of* February *in the year one thousand nine hundred and* eighty-one *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*