IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 162-13
Par 61 Is

LaNITA JEAN CAMPBELL JOHNSTON]
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VS.] FILE NO. 80D-3422
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KENNETH EUGENE JOHNSTON]

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 17th day of February, 1981, before the Honorable Stephen North, Judge, of the Fifth Circuit Court of Davidson County, Tennessee, upon Plaintiff's Petition for Absolute Divorce, Defendant's Answer and Cross-Complaint to same and subsequent withdrawal in open court permitting the Defendant and Cross-Plaintiff to go forward on the ground of irreconcilable differences in place and stead of the Plaintiff, and upon the child custody and property settlement agreement which provides for the custody and and support of the parties' minor children and for the division of the parties' respective rights and interests in all jointly owned property, and upon testimony of Defendant, statements of counsel, and the entire record in this cause, from all of which it appears to the Court that the parties have experienced irreconcilable differences, and that a divorce should be granted to the parties.

It is therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the parties be and the same hereby are forever dissolved, and the Defendant is awarded an absolute divorce from the Plaintiff and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, that the Child Custody and Property Settlement agreement entered into and attached hereto as Exhibit

EXHIBIT I

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CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 12th day of February, 1981, by and between the parties, LaNITA JEAN CAMPBELL JOHNSTON, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "WIFE", and KENNETH EUGENE JOHNSTON, 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 July, 1974, in El Paso, Texas, and have maintained residence in Davidson County, Tennessee, for several years; and

WHEREAS, there have been two (2) children born of the marriage of HUSBAND and WIFE, Michael Todd Johnston, two (2) years of age, and Colleen Elaine Johnston, age seven (7) months; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, WIFE has filed a petition for absolute divorce in the Fifth Circuit Court for Davidson County, Tennessee; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the two (2) minor children 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 two (2) minor children of the parties 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 child support for said two (2) minor children of the parties in the amount of Three Hundred Forty ($340) Dollars per month as reasonable child support, or One Hundred Seventy ($170) Dollars per child per month, in equal installments of One Hundred Seventy ($170) Dollars on the first and fifteenth days of each month, by check, HUSBAND retaining his cancelled checks as his receipt therefor, and HUSBAND will further maintain an accurate account of all said child support payments by check number, date of check and amount, beginning immediately upon execution of this agreement, based on HUSBAND's net monthly take-home from all sources of One Thousand ($1,000) Dollars; and HUSBAND and WIFE further agree to furnish each other copies of their income tax returns each and every year hereafter until both of said minor children have reached the age of eighteen (18) years in order that both HUSBAND and WIFE may be apprised of the income of each other, and further that 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, 1981, said cost of living increase in said child support payments to be based on both the income and expenses of HUSBAND and WIFE.

4. That HUSBAND shall claim both of said minor children of the parties, Michael Todd Johnston and Colleen Elaine Johnston, as exemptions on his federal income tax returns beginning with the year 1980, and HUSBAND and WIFE shall file a joint income tax return for the year 1980, and further split any joint income tax refund check equally, 50/50.

5. HUSBAND hereby relinquishes all right, title and interest in and to a certain 1966 Ford automobile registered in the name of both HUSBAND and WIFE, but in the possession of and being driven by WIFE;

and further WIFE hereby relinquishes all right, title and interest in and to a certain 1973 Chevrolet pick-up truck, registered in the name of both HUSBAND and WIFE, but in the possession of and being driven by HUSBAND.

6. That all right, title and interest of HUSBAND in and to the real estate which is the home of the parties located at 233 Cedar Creek Drive, Nashville, Davidson County, Tennessee, be divested out of HUSBAND and vested in WIFE, with WIFE assuming all responsibility and liability for the payment of a certain mortgage indebtedness on said real estate in the original principal sum of $_____, to Third National Mortgage Company of Nashville, Tennessee, in monthly installments of $347.52 per month for _____ years:

> A certain tract or parcel of land in Davidson County, Tennessee, being Lot No. 113 on the Plat of Cedarwood Estates, Section 2, of record in Plat Book 4860, page 58, said Register's Office.
>
> Said Lot 113 fronts 75.00 feet on the westerly margin of Cedarcreek Drive and extends back 244.08 feet on the southerly line and 223.26 feet on the northerly line, to a line on the rear on which it measures 77.83 feet.
>
> Being the same property conveyed to Kenneth E. Johnston and wife, LaNita J. Johnston, from John R. Hood and wife, Darlene H. Hood, by warranty deed of record in Book 5271, Page 981, Register's Office for Davidson County, Tennessee,

and HUSBAND will be responsible for and pay all of said house payments through February, 1981, said payments to be made on or before the trial of this cause on February 17, 1981.

7. In the event that WIFE remarries and sells said real estate described immediately hereinabove in paragraph numbered 6, then one-half (1/2) of the net proceeds of the sale of said real estate shall be set aside and divided into two (2) equal parts for the exclusive use and benefit of said two (2) minor children of the parties, and placed in separate trust funds by WIFE to be used for the formal college education of said two (2) minor children, or in the event that either one of said two (2) minor children elects not to attend college, then his or her separate trust fund shall be paid directly to said minor child upon their respective twenty-fifth (25th) birthdays.

8. That HUSBAND will maintain and keep in full force and effect and pay all the premiums on a certain policy of insurance upon his life with the Provident Mutual Insurance Company, policy number 6995-1-01, in the amount of Ten Thousand ($10,000) Dollars, which is also his major medical hospitalization insurance policy, and further will procure within a reasonable period of time from the execution of this agreement a certain Fifty Thousand ($50,000) Dollar decreasing term insurance policy upon his life, naming and continuing to name WIFE as beneficiary, as trustee for the exclusive use and benefit of said two (2) minor children; and further transferring the ownership of said policies of insurance from HUSBAND to WIFE, said insurance intended by both HUSBAND and WIFE to secure the child support payments and other obligations contained in this child custody and property settlement agreement.

9. That HUSBAND will maintain in full force and effect and pay the premiums for a certain major medical hospitalization insurance program either through his employment or otherwise, for the use and benefit of said two (2) minor children of the parties, and pay any difference in any medical or dental expenses not covered by said major medical hospitalization insurance program for said two (2) minor children of the parties.

10. That HUSBAND and WIFE hereby divide all the personal property belonging to either HUSBAND or WIFE according to Schedule A for WIFE and Schedule B for HUSBAND, which schedules are attached hereto.

11. That HUSBAND hereby assumes all responsibility and liability for the payment of all outstanding debts and bills incurred by HUSBAND and WIFE prior to the execution of this child custody and property settlement agreement, except the water, electric, gas and telephone bills for the home of the parties located at 233 Cedar Creek Drive, Nashville, Davidson County, Tennessee, which WIFE will pay, including but not limited to the following:

a) First American National Bank - Personal Line of Credit	$ 694.44
b) Scott Anderson, C.P.A.	40.00

c) Drs. Chazen, Lentz, Mallard & Woods	$	204.00
d) Vanderbilt University Medical Center		77.10
e) Vanderbilt Mental Health Center		25.00
		175.00
f) Sears, Roebuck and Co.		559.11
g) Montgomery Ward		58.19
h) MedicCount		175.00
i) El Paso Pediatric Associates		22.00,

and HUSBAND further agrees to hold WIFE harmless for the payment of the same, and agrees to pay all costs of WIFE in the collection of any and all of said indebtedness, including a reasonable attorney's fee.

12. That WIFE will pay her own attorney's fee and HUSBAND will pay his own attorney's fee and the costs of this cause.

13. 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 9th day of February, 1981.

STATE OF TEXAS)
COUNTY OF El Paso)

LaNita Jean Campbell Johnston
LaNITA JEAN CAMPBELL JOHNSTON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named LaNita Jean Campbell Johnston, the bargainor, with whom I am personally acquainted,

and who acknowledged that she executed the foregoing agreement for the purposes therein contained. Witness my hand and official seal at Nashville this 9th day of February, 1981.

NOTARY PUBLIC

My commission expires 11-24-84.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

KENNETH EUGENE JOHNSTON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Kenneth Eugene Johnston, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing agreement for the purposes therein contained. Witness my hand and official seal at Nashville this 31st day of January, 1980.

NOTARY PUBLIC

My commission expires 2-27-84.

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Wife

W. DOUGLASS LOVE
Attorney for Husband

Exhibit A for WIFE

Off-white, blue and green Ethan Allen traditional style sofa
Michael's picture and first baby shoes bronzed
Rocking chair
Cedar chest and china
1 queen size mattress, box springs, frame
All baby things
Small appliances
Guitar and rhythm master
Gun
Large appliances
All pictures, wedding, children, etc.
Gold Bassett mirror
Rainbow vacuum cleaner
Electric floor polisher
Sewing machine
All personal items for WIFE and two (2) minor children
Bicycle - 10-speed
Kitchen items and food

Exhibit B for HUSBAND

Coffee table and end tables
Black & white television
Brown Early American sofa in den
Brown recliner
1 queen-size mattress, box springs, frame
Chest
Tools, saws, drill, etc.
Lamps
Hoover vacuum cleaner
Ken's personal items
Fiddle HUSBAND's father gave him
Amplifier
Fiddle WIFE's father gave HUSBAND provided said fiddle is willed to Michael Todd Johnston
Stereo
1957 Aristocrat boat and motor now in the possession of HUSBAND

"1" be and the same is hereby approved, and made a part of this Final Decree of Divorce, by reference, as though copied verbatim herein.

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

It is finally ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTERED, this the 5th day of March, 1981.

Judith Hart
JUDGE

APPROVED FOR ENTRY:

LEGAL CLINIC OF BART DURHAM

W. Douglas Lee

Attorney for Plaintiff
1712 Parkway Towers
Nashville, TN 37219
Tel. (615) 242-4321

cc: LaNita Jean Johnston
J. L. Thompson, III
Attorney for Plaintiff/Cross-Defendant

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
APR 23 2 38 PM '81
IDENTIF. REFERENCE

G.3.8.6 3.7

80D-3422 42A/426

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* LaNita Jean Campbell Johnston *Plaintiff, and* Kenneth Eugene Johnston *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* 14th *day of* April *in the year one thousand nine hundred and* eighty-one *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Randy Bryant, *D. C.*