6-25-75
137C/1417

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES THOMAS McKEE, SR.)
)
VS.) NO. 77511
)
LINDA SUE McKEE)

Map 83-6
Par 202 Is

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FINAL DECREE

This cause came on to be heard on the 23rd of June, 1975, before the Honorable J. William Rutherford, Judge, etc., upon the Plaintiff's bill of complaint, agreed judgment by default entered against the Defendant, testimony of witnesses in open Court, an agreement entered into the record dividing the parties' property attached hereto as Exhibit "A" and the entire record from all of which the Court found that the Defendant has been guilty of such cruel and inhuman conduct towards Plaintiff as renders cohabitation unsafe and improper. Said agreement dividing personal property attached hereto as Exhibit "A" and dated April 9, 1975, is incorporated herein, as fully as if copied verbatim.

IT IS, THEREFORE, ORDER, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby perpetually dissolved and the Plaintiff, James Thomas McKee, Sr., is awarded an absolute divorce and restored to all rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties personal property will be divided between the parties as agreed upon by the parties in the agreement dated April 9, 1975, attached hereto as Exhibit "A" and incorporated by reference in this decree.

The cost of this cause is taxed against the Defendant for which execution may issue, if necessary.

JUDGE

6-25-75

APPROVED FOR ENTRY:

SAM J. McALLESTER, III
Counsel for Plaintiff

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

EXHIBIT "A"

TO WHOM IT MAY CONCERN

This agreement entered into this 9th Day of April 1975 between James Thomas McKee and Linda Sue McKee in full settlement of properties obtained during the parties marriage which was entered into the 7th Day of October 1970. Agreement as follows:

1. The property located at 2011 Franklin Avenue, Nashville, Tennessee be placed completely in the name of James Thomas McKee and liability for all payments of said property be the responsibility of James Thomas McKee with the following understanding:

   (a) Should the property be sold at a later date, James Thomas McKee herewith agrees that a percentage of the net profits realized will go to Linda Sue McKee. Example: Linda Sue McKee resided at said residence for a total period of twenty-eight (28) months and should the property be sold on or before a date which does not surpass double the period of time Linda Sue McKee resided at said residence, then the net profit realized from such sale will be divided equally between both parties. If James Thomas McKee should sale the property after residing there for a period of eighty-four (84) months then Linda Sue McKee would receive one-third (1/3) of the net profit realized, etc.

   (b) It is further agreed that should the property be rented that James Thomas McKee and Linda Sue McKee agree that the net profit realized from such rental will be divided in accordance with the pro-rated schedule set out in (a) above.

   (c) It is further noted and agreed that if said property is sold and both parties agree, the net profit realized may be applied toward the purchase of another home if reconciliation should occur in the future, or for the purpose of purchasing further property for rental purposes in which case the parties agree that any net profits realized would be divided in accordance with the pro-rated schedule set out in (a) above.

2. Any personal belongings of Linda Sue McKee which are still located at 2011 Franklin Avenue, Nashville, Tennessee may be picked up at any time, present or future, that is to her convenience and the convenience of James Thomas McKee. It is further understood that James Thomas McKee will retain all other property located at 2011 Franklin Avenue, Nashville, Tennessee.

3. James Thomas McKee herewith accepts the responsibility for payment of any debts that occured during his marriage to Linda Sue McKee, prior to the parties date of seperation, whether such debts were made strickly on his signature, or the signature of both parties.

4. James Thomas McKee further agrees that he will continue, as he has in the past, to financially assist Linda Sue McKee until she obtains regular employment. The amount of financial assistance will vary due to outstanding obligations which must be met and income. This assistance is voluntary and the amount or manner in which made shall not be interpreted to establish any continous, regular, or amount of assistance nor shall it be considered alimony.

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5. Although there is an Injunction against Linda Sue McKee at 2011 Franklin Avenue, Nashville, Tennessee, she is free to visit at said residence at any time prior to final divorce and after with the mutual agreement of both parties. Her access to said property is not restricted to both parties being present, but the mutual consent of both parties must be maintained.

6. NONE OF THE ITEMS IN THIS AGREEMENT HAVE BEEN ENTERED INTO OR AGREED TO AS AN AGREEMENT FOR DIVORCE, BUT RATHER AS A MUTUAL UNDERSTANDING OF BOTH PARTIES IN FAIRNESS TO EACH CONCERNED.

James Thomas McKee James Thomas McKee

Linda Sue McKee Linda Sue McKee

G66913

IDENTIF. REFERENCE

Nov 4 2 07 PM '81

FELIX Z. HILDON JR. 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* James Thomas McKee, Sr. *Plaintiff, and* Linda Sue McKee *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* 4th *day of* November *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Dyer, *D. C.*

Form #GR-117

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.