122C 2544

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MAP 60-13
PAR 120 4

FILED
81 OCT -7 AM 7:42
GEORGE L. ROCKER, CLERK
D.C.

MARGREAT ANN BODDIE LEE,

Plaintiff,

vs.

JAMES NOBLE LEE,

Defendant.

NO. 80D-4095

FINAL DECREE

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This cause came on to be heard on October 2, 1981, before Honorable Benson Trimble, Judge, upon plaintiff's complaint, testimony of plaintiff in open court, defendant's answer having been withdrawn and defendant not appearing to contest plaintiff's suit, the property settlement agreement between the parties dated August 4, 1981, and the entire record herein, from all of which the Court finds that the allegations of plaintiff's complaint as to irreconcilable differences are sustained by the proof; that irreconcilable differences exist between plaintiff and defendant; and that by said settlement agreement of the parties dated August 4, 1981, the parties have made adequate and sufficient provision for the equitable settlement of their property rights, and said agreement should be approved.

IT IS, THEREFORE, ORDERED and DECREED by the Court that plaintiff, Margreat Ann Boddie Lee, is granted an absolute divorce from defendant, James Noble Lee, and the bonds of matrimony heretofore subsisting between said parties are perpetually dissolved; and,

IT IS FURTHER ORDERED and DECREED by the Court in accordance with said settlement agreement as follows:

1. Plaintiff shall have custody of Mia Jana Lee, James Noble Lee, Jr., and Tia Renee Lee, the minor children of the parties, and defendant shall have, after the date of entry of a Final Decree in this matter incorporating this Agreement, rights of visitation with said children every other weekend and for two weeks during each summer.

2(a). As required by the agreed order already entered in said divorce action, defendant shall continue to pay as child support, the monthly mortgage payments on the home owned by the parties located at 2631 Old Matthews Road, Nashville, Davidson County, Tennessee to First American National Bank in the amount of $219.69 per month and to National Mortgage Company which amount fluctuates but is

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of date $178.00 per month. Said child support payments are to be made until said home is sold. The month following the month in which said home is sold, defendant shall begin paying as child support the sum of $300.00 per month, or such sum as adjusted hereinafter for the death, marriage or attainment of the age of eighteen (18) years of the various children of the parties, which payments shall be paid by the third (3rd) day of each month following the month said home is sold (the "payment date") and shall be paid through the Davidson County Court Clerk's Office, with the parties to share the expense of said Clerk's fee equally. The calendar month following the sale of said home shall be the "key month".

(b). Subject to paragraph 2(c) hereinbelow, on the anniversary of the payment date of the key month, and on each payment date for each of the twelve (12) months to follow, the amount of child support payable shall be adjusted to reflect variations in the cost of living as set out below.

(1) These calculations shall be based upon the Consumer Price Index, U.S. Cities Average, all items (1967) equals 100, issued by the U.S. Bureau of Labor Statistics ("Index").

(2) The term "base month" is the second month preceding the key month of the year in which the parties sell said home.

(3) The term "anniversary month" means the second month preceding the key month for each successive year after the year in which the parties sell said home.

(4) The base amount of child support of $300.00, or whatever amount is required by this Agreement by virtue of the death, marriage or attainment of the age of eighteen (18) years by the respective children of the parties, shall be increased or decreased by the same percentage for which the Index for the anniversary month has increased or decreased from the Index for the base month.

(5) Upon the death, marriage or attainment of the age of 18 years by the respective children of the parties, the base amount of child support shall be decreased by $50.00 per month for the first child so doing, an additional $100.00 per month for the second child so doing, with all child support payments to cease at such time as all children of the parties have died, married or reached the age of eighteen (18) years.

(6) The child support payable hereunder shall not reflect decreases in the Index which would permit defendant to pay less than $300.00 per month for the support of all three children, $250.00 per month for the support of two children, or $150.00 per month for the support of one child.

(7) The child support payable hereunder shall not reflect increases in the Index which would increase the base amount of child support to more than $400.00 per month for the support of all three children, $333.33 per month for the support of two children, or $200.00 per month for the support of one child.

(c) The rights to adjust child support payments granted hereinabove shall be subject to the following:

(1) If plaintiff claims an increase in child support payment pursuant to subparagraph 2(b) hereinabove, plaintiff shall, by certified mail, return receipt requested, forward to defendant a notice of the amount of increase claimed and a copy of the source upon which she bases said increase at least ten (10) days prior to the date on which she claims said increase should be effective.

(2) If defendant claims a decrease in child support payments pursuant to subparagraph 2(b) hereinabove, defendant shall give plaintiff notice of said claim in the same manner as required by plaintiff in subparagraph 2(c)(1) above.

(3) Until a party forwards the information required by subparagraph 2(c)(1) or 2(c)(2) above, such party forfeits his right to adjust child support payments for all months prior to such forwarding.

3. Defendant shall have the right to claim the child James Noble Lee, Jr., as a dependent on his income tax return, and plaintiff shall have the right to claim the parties' other two children as dependents on her income tax return. If defendant at any time fails to pay *timely any child support required herein, defendant forfeits his right to claim James Noble Lee, Jr., as a dependent for the year in which he so fails to make such payment, and plaintiff shall then have the right to claim James Noble Lee, Jr., as well as the parties' other two children, as dependents on her income tax return for such year.

*Timely shall be construed to mean within a thirty (30) day period following the due date of any one monthly payment.

4(a). Defendant shall have the right to live in the home of the parties located at 2631 Old Matthews Road, Nashville, Davidson County, Tennessee until same is sold and shall pay all payments on said home including, without limitation, mortgages, utilities, taxes and insurance payments, until said home is sold.

(b). Plaintiff and defendant shall own said home as tenants in common with plaintiff having a one-half (1/2) undivided interest in said home and defendant having a one-half (1/2) undivided interest in said home.

(c). The parties shall offer said home for sale at a sales price to be agreed upon by the parties in writing or, if the parties cannot reach such an agreement, then the parties shall offer said home at a sales price of $29,000.00. If the parties have not sold said home at the end of six months from the date of entry of a Final Decree incorporating this Agreement, the parties shall offer said home for sale at a sales price to be agreed upon by the parties in writing or, if the parties cannot reach such an agreement, then the parties shall offer said home at a sales price of $28,000.00. If the parties have not sold said home at the end of three months from said sixth month or at the end of each three month period thereafter, the parties shall offer said home at a sales price to be agreed upon by the parties in writing or, if the parties cannot reach such an agreement, then the parties shall offer said home at a sales price $1,000.00 less than the sales price listed as of the day immediately before the date beginning the following three month period. If, during said six month period or during any subsequent three month period, the parties receive a bona fide offer from a qualified purchaser whereby such purchaser would pay at least the purchase price established under this Agreement for the period during which said offer was made, the parties shall accept such offer. If at any time the parties receive a bona fide offer from a qualified purchaser for the purchase of said home for a price less than the purchase price established for that time, said home will be sold if both parties agree to accept the offer, but neither party shall be obligated to accept such offer. Unless otherwise agreed to in writing, the parties shall not sell said home at any time at a sales price less than (i) the amount necessary to retire the debt secured by said home, which debt shall not be more than $30,997.09, and (ii) the estimated expenses of sale.

(d). Unless said home is sold, defendant shall have the right to rent said home on a month to month basis, shall be responsible for any damage to said home caused by tenants, and shall continue to be responsible for all payments on said home. In the event there is a profit from the rental of said house, the parties shall divide the profits equally. Profits shall be all sums remaining after deducting all expenses on said

home including, without limitation, mortgages, utilities, taxes and insurance payments, but specifically excluding payments for repair and maintenance. Any rental agreement for said home shall be in writing and a copy shall be furnished to plaintiff.

(e). Upon the sale of said home, the proceeds shall be distributed as follows: first, to pay all debt secured by said home unless the purchaser assumes such; second, to pay all costs incident to selling said home; third, the remainder to be divided equally between plaintiff and defendant subject to a lien by Waller Lansden Dortch & Davis in the amount of $150.00.

5. All the furniture, furnishings and appliances in said home at 2631 Old Matthews Road shall be the property of plaintiff, excluding the items listed in Schedule A attached hereto and incorporated herein by reference, which shall be the property of defendant.

6. Defendant shall furnish, at his expense, hospitalization and medical insurance coverage for said children equivalent to the insurance coverage which he has heretofore provided for them. Defendant shall furnish plaintiff proof of said insurance upon request. Plaintiff shall pay all costs of medical and dental treatment for said children, including eyeglasses and orthodontists' treatment, that are not covered by said insurance up to $250.00 per year; the parties will equally share such expense in excess of said $250.00.

7. Defendant shall maintain at his expense until such time as defendant shall no longer be required to pay child support, an insurance policy on his life naming plaintiff as beneficiary for death benefits in an amount at least equivalent to the death benefits provided for in insurance policy no. 01-107046 underwritten by Western Reserve Life Assurance Company of Ohio; defendant shall furnish proof of said insurance upon request.

8. Any property which is not specifically provided for in this Agreement shall be and remain the property of the party who has title to it or in whose name it is registered or, if such is neither so titled or registered, then such property shall be the property of the party in whose possession it is as of the date hereof.

9. Defendant shall hold plaintiff harmless from liability on all debts listed in Schedule B hereto; except as listed on said Schedule B, each party shall be responsible for debts in his respective name and shall hold the other party harmless from same.

10. Plaintiff shall reimburse defendant for some of the monies expended by defendant to repair and maintain said home. Such reimbursement shall be in the amount of one-half (1/2) of all monies so expended or $300, whichever is less, provided that defendant provides plaintiff with invoices for all sums for which reimbursement is sought. All such monies not paid by plaintiff before the sale of said home shall be paid defendant from plaintiff's share of the proceeds of the sale. Defendant shall be entitled to said monies only if he notifies plaintiff in writing what he intends to do to said home at least five (5) days before doing same. Defendant shall be authorized to proceed with said improvement after said five (5) days unless plaintiff objects in writing. Except for plaintiff's said one-half of monies so expended or $300, whichever is less, defendant shall be fully responsible for the payment of sums for repair and maintenance of said home.

11. Defendant shall pay a fee of $150.00 to the law firm of Waller Lansden Dortch & Davis for representing plaintiff in this matter. Said fee shall be payable out of defendant's share of the proceeds of the home of the parties.

12. Plaintiff shall receive all of defendant's right, title and interest in any burial space in Woodlawn Cemetery, Nashville, Tennessee held by him, her or both of them.

13. The parties shall each pay one-half (1/2) of the court costs in said Case No. 80D-4095.

14. Neither party shall have or make any claim against the assets or income of the other party arising out of the marital relation of the parties except as expressly provided herein.

15. Each party shall willingly execute any instrument reasonably required to comply with the provisions of this Agreement.

16. This instrument constitutes the entire Agreement between the parties. There are no conditions, covenants, or agreements not expressly contained herein.

17. This Agreement shall be exhibited to the Court at any final hearing in said Case No. 80D-4095 and this Agreement shall be incorporated in the Final Decree of the Court in said case; if not so incorporated in said Final Decree, this Agreement shall be void.

This _____ day of _____, 1981.

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JUDGE

10-7-81

APPROVED FOR ENTRY:

Attorney for Plaintiff

Attorney for Defendant

I certify that a copy of the foregoing final decree has been forwarded to Lawrence D. Wilson, attorney for defendant, this 2nd day of October, 1981.

SCHEDULE A

Small white refrigerator

One set of macrame dishes

One set of glasses

The set of silverware with wooden handles

The toaster

Television in Defendant's bedroom

Brown couch and matching chair

Bedroom suite in Defendant's bedroom

One vacuum cleaner

Lawn mower

Two sets of towels

Two sets of sheets

One blanket

One spread

One German Shepard answering to the name of Rusty

SCHEDULE B

Defendant's Visa Account with First American National Bank

Defendant's Visa Account with Third National Bank

Defendant's Master Charge Account with First American National Bank

Defendant's car note to First American National Bank

Defendant's Western Auto Account

Defendant's Sears Account

Defendant's 90-day note with First American National Bank in the original principal amount of $6,000.00

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IDENTIFICATION REFERENCE

Nov 18 9 48 AM '81

REGISTER DAVIDSON COUNTY, TENN.

RUSH

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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* Margreat Ann Boddie Lee *Plaintiff, and* James Noble Lee *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* 18th *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 Virginia Hutchison, *D. C.*

Form #GR-117