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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C.

BOOK 5858 PAGE 871

LYNNE ALLYSON BLACK)
)
Complainant)
)
VS.) NO. 81-D-3355
)
)
DANIEL ALLEN BLACK)
)
Defendant)

FINAL DECREE

This cause came on to be heard on the 2nd day of February, 1982 before the Honorable Joe C. Loser, Jr., Judge, upon the complaint of Complainant seeking an absolute divorce on the grounds of irreconcilable differences.

It appears from the record that complaint was filed on September 14, 1981, personal service was obtained on the Defendant and a judgment by default was granted December 4, 1981, due to the failure of the Defendant to file a responsive pleading within the time allowed; the parties entered into a signed property settlement agreement, prior to the filing of the complaint; and, while there is a minor child of this marriage, the complaint has been on file more than 90 days prior to the scheduled date for the final hearing. Therefore, the Court finds that the matter can go forward with a hearing at this time.

Upon the testimony of Complainant in open court that irreconcilable differences exist between the parties and a review of the property settlement agreement the Court finds that Complainant is entitled to the relief sought and the complaint should be granted.

The Court further affirmatively finds that the parties have made adequate and sufficient provisions, in the written property settlement agreement, for the custody and maintenance of their minor child and an equitable settlement of the property rights between them.

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It is therefore ORDERED, ADJUDGED and DECREED that Lynne Allyson Black be and the same is hereby awarded an absolute divorce from the Defendant, Daniel Allen Black, on the grounds of irreconcilable differences.

It is further ORDERED, ADJUDGED and DECREED that the written property settlement agreement makes adequate and sufficient provision for the custody and maintenance of the parties' minor child, Stephanie Diane Black, is an equitable settlement of the property rights between the parties and is therefore approved by the Court and adopted by reference hereto as an order of the Court. The original agreement being filed at the hearing of this cause, becomes part of the record in this cause and the parties are ordered and directed to do all things required of them in said property settlement agreement.

It is further ORDERED, ADJUDGED and DECREED, as called for in paragraph 3 (c) of said property settlement agreement, that a lien is hereby declared on Daniel Allen Black's interest in the real property described in said property settlement agreement in favor of Lynne Allyson Black, for the purpose of securing and insuring his faithful performance of all the terms and conditions of said property settlement agreement. The extent of said lien is set out in full in said paragraph 3 (c) of said property settlement agreement.

As provided by paragraph 12 of said property settlement agreement, the balance of the Court costs in this cause are taxed against the Complainant.

JUDGE

2/2/82

APPROVED FOR ENTRY:

ROBERT L. DOZIER, Attorney for Complainant

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CERTIFICATION

I certify that a true and correct copy of this order has been mailed to the Defendant, Daniel Allen Black, at Apt. L-245, 2131 Apartments, 2131 Elm Hill Pike, Nashville, Tennessee, 37214, this 2nd day of February, 19 82.

Robert L. Dozier

RUSH

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IDENTIF. REFERENCE

MAR 8 1 26 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Minute Book 123 A Page 28

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* LYNNE ALLYSON BLACK *Plaintiff, and* DANIEL ALLEN BLACK *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* 8th *day of* March *in the year one thousand nine hundred and* eighty-two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*

Form #GR-117

SETTLEMENT AGREEMENT

This agreement made and entered into this 11th day of September, 1981, by and between LYNNE ALLISON BLACK, (hereinafter referred to as the wife), and DANIEL ALLEN BLACK, (hereinafter referred to as the husband), both citizens and residents of Nashville, Davidson County, Tennessee:

W I T N E S S E T H

WHEREAS, irreconcilable differences exist between the parties and the wife intends to file a petition for an absolute divorce; and

WHEREAS, the parties are desirous of settling all controversies in said anticipated divorce case concerning custody of their minor child, STEPHANIE DIANE BLACK, and a division of their property subject to the approval of the Court wherein said divorce cause is filed.

NOW, THEREFORE, the parties agree as follows:

1. Custody of the parties' minor child, Stephanie Diane Black, will be awarded to the wife with leave granted to the husband for reasonable visitation.

2. The husband will pay and meet the following obligations as child support for the minor child, to-wit;

(a) The husband will pay directly to the wife the sum of $40.00 per week, as child support;

(b) Both parties will maintain hospital and medical insurance coverage on the minor child and cooperate fully in filing claims and assigning benefits under such policies to the provider of such medical services. Each of the parties will pay one-half of any medical expenses not covered by such insurance, including but not limited to the anticipated cost of braces for the child. The wife will have the sole discretion to determine the medical needs of the child and the provider of such services;

(c) The wife will be entitled to claim the minor child as a dependent for federal income tax purposes;

(d) The Husband has a policy of life insurance written by the Phoenix Mutual Life Insurance Company, Policy No. 2,000,445, with a face value of $20,000.00. The beneficiary under said policy will be changed to make the parties' minor child the beneficiary. Actual possession of said policy will be delivered to the Wife at the time this property settlement agreement is signed, and the Wife agrees that the minor child will remain the beneficiary under the policy. The Husband will pay the monthly premiums on said policy in order to keep same current.

3. The parties are buying a home at 2306 Cabin Hill Road described as follows:

> Lot No. 189 on the Revised Plan of Sunset View, Section I, of record in Book 2663, pages 27 and 28 of the Register's Office for Davidson County, Tennessee, to which reference is made for a complete description. Being the same property conveyed to Daniel A. Black and wife, Lynne A. Black, by deed of record in Book 5097, page 263, Register's Office for said County.

Following a final decree of divorce, the parties will hold said property as tenants in common. However, their respective interest in the property would not remain an equal one-half undivided interest. The interest of the parties in real property, as joint tenants, would be as follows;

(a) The parties agree that the real property has a present equity value of $19,500.00. One-half of this, or $9,750.00 is hereby assigned as the value of the Husband's interest in the property. The value of the Husband's interest in said property will increase as specified in paragraph 2(b) hereof.

(b) The property is encumbered by a mortgage of record in Book 5097, page 265 of the records of the Register's Office for Davidson County, Tennessee. The Husband will pay each month $97.10, or one-third of the monthly mortgage payment of $291.28, for interest, principal, mortgage insurance and escrow required for taxes and insurance, and one-third of any additional increase in said monthly payment, required to be made by the mortgage holder. Such one-third of the Husband's share of said mortgage

Payment shall be made by the Husband to the Wife, five days before the due date of each mortgage payment, and the Wife will be responsible for forwarding the full amount of the monthly mortgage payment to the mortgage company. Provided the Husband pays his one-third share of the monthly mortgage payments, then the value of his equity in the property shall increase by one-third of the monthly reduction in the principal of the loan for each month that the Husband makes the payment called for herein, commencing with the due date of the first mortgage payment to be made after the date of execution of this agreement by the parties.

(c) The final decree of divorce approving this property settlement shall declare a lien in favor of the Wife, on the Husband's interest in said property, to secure his faithful performance of all the terms and conditions of this property settlement agreement. In the event the Husband fails to perform, then, after thirty days from the date of written notice from the Wife to the Husband at his last known address, the Court wherein the original divorce case between the parties was heard shall have jurisdiction, upon proper application by the Wife, to declare the Husband's breach of this agreement and to enforce the lien in favor of the Wife, by divesting his right, title and interest in said property out of him and vesting it into the Wife. The failure of the Wife to institute such actions upon the occurrence of a breach by the Husband shall not act as a waiver thereof, but such rights of action may accumulate in favor of the Wife entitling her to take such action at any subsequent time that such default and/or breach still exists.

(d) The Husband shall not have any right to the use and occupancy of the premises, other than the right to store personal property on the premises, but only with the consent of the Wife; nor shall he have the right to sell or encumber his interest therein. The absolute right to the use and occupancy of the premises, or to those who shall have such right, shall lie within the sole discretion of the Wife.

(e) The Wife shall have the sole and absolute right to determine any future sale or rental of the premises, subject

only to the right of the Husband to receive the value of his equity out of a sale of the premises, in the event he has fully and completely complied with all the terms and conditions of this property settlement agreement. In the event the wife decides to sell or rent the property, then the Husband shall have ten (10) days from the date of written notice from the wife, mailed to his last known address, within which to elect to buy or rent the premises on the terms and conditions determined by the Wife. If the Husband elects not to purchase or rent the premises, or fails to exercise this right of election, within such ten (10) day period, then such right of first refusal, or election, shall be lost to him and the Wife may offer the premises for sale or rent to others on whatever terms and conditions she determines. In the event the Wife should determine that the property should be rented and the monthly rent payment exceeds the full amount of the monthly mortgage payment, then the Husband's obligation to pay one-third of such payment shall cease, but only during the period that the lessees maintain and pay their monthly rental payments.

(f) In the event the Wife should remarry, then the Husband shall be entitled to be paid the then value of his equity in the premises within six (6) months after the date of remarriage of the Wife, provided the Husband has fully and completely performed all the terms and conditions of this property settlement agreement. At such time, the Husband will deliver to the Wife, a properly executed warranty deed transferring all of his right, title and interest in said property to the Wife in return for the payment of his equity. At such time, the Husband's obligation for payment of one-third of future mortgage payments shall cease.

4. The parties own a 1973 Oldsmobile Cutlass which shall become the property of the Husband.

5. The parties have agreed to a division of all household furniture, furnishings and each have received possession

thereof. Such property as divided shall become the absolute property of the respective parties.

6. The parties have a joint checking and savings account at First American National Bank of Nashville, and the Wife has a savings account with the Vanderbilt University Credit Union. Such accounts shall be divided as follows:

(a) The joint checking account will be closed and each of the parties shall receive one-half of any balance remaining therein;

(b) The Husband has withdrawn funds from the joint savings account at First American National Bank. This account shall be closed and each of the parties shall receive one-half of any of the balance remaining therein;

(c) The Husband shall receive one-half of the Credit Union Account of $1,683.00, or $841.50, less $339.00 (for withdrawals by the Husband from the parties' joint savings account at First American National Bank), or a net of $502.50. From this net, there shall be deducted the attorney's fee set out in paragraph 10 hereof, of $250.00, leaving a balance of $252.50 which shall be paid to the Husband at the time this property settlement agreement is signed and the execution of this agreement by the Husband is acknowledgment of receipt of said balance in full.

7. The Wife will pay and be responsible for her Cain-Sloan bill. All other bills, debts or claims against the parties, by any creditors either jointly of both parties or individually of a separate party, shall be the responsibility of and be paid by the Husband. The Husband will hold the Wife harmless from any claim by any creditor and indemnify the Wife for any expense she may incur in connection with such claim.

8. There is a policy with National Life & Accident Insurance Company, Policy No. 98595135, insuring the life of the parties' minor child, Stephanie Diane Black. The face amount

of said policy is $1,000.00. The husband shall maintain and pay the monthly premiums on this policy and the wife shall be declared the beneficiary under such policy. Possession of the policy will be delivered to the wife and retained by her. There is an additional policy with National Life & Accident Insurance Company, Policy No. 71567218, likewise insuring the parties' minor child for a face amount of $1,500.00. The wife will maintain and pay this policy, and the beneficiary of this policy shall likewise be the wife.

9. Other than the two policies of insurance set out in paragraph 8 and the policy of insurance mentioned in paragraph 2(d), all other insurance policies on the lives of the respective parties will become the property of the party whose life is insured under such policy.

10. The husband has vacated the parties' home, removing all furniture and furnishings which have become his under the division as previously agreed upon by the parties.

11. The husband will pay the attorney's fee of the wife's attorney, in the sum of $250.00. This will be paid direct by by the wife out of the husband's share of the net proceeds he is to receive from the credit union account described in item 6(c) above.

12. The wife will pay and be responsible for the Court costs incurred in connection with the divorce proceeding contemplated herein.

13. Both the husband and wife agree to execute any and all documents called for in this agreement, or any additional documents that may be necessary, and to do everything necessary to carry out and accomplish the purpose and intent of this agreement.

14. In the event of a breach of this agreement by either of the parties, requiring an action in a Court of competent jurisdiction because of such breach, then the party breaching the agreement shall be responsible for all cost in connection with such litigation, including but not limited to the payment of a reasonable attorney's

fees incurred by the party against whom said breach was committed.

THE PARTIES AGREE THAT THIS SHALL CONSTITUTE A FULL, FINAL AND COMPLETE SETTLEMENT OF THEIR RESPECTIVE PROPERTY RIGHTS, WITH THE EXCEPTION OF THE PROVISIONS FOR CUSTODY AND CHILD SUPPORT WHICH SHALL REMAIN WITHIN THE JURISDICTION OF THE DIVORCE COURT UNTIL SUCH TIME AS THE MINOR CHILD SHALL REACH HER MAJORITY AND MAY BE CHANGED BY EITHER PARTY UPON PROPER APPLICATION TO SUCH COURT. OTHER THAN THE QUESTION OF CHILD SUPPORT AND CUSTODY, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY RENOUNCES AND FOREVER WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY RELIEF, SUPPORT OR INTEREST IN PROPERTY, BOTH REAL, PERSONAL AND/OR MIXED, NOT COVERED AND SET OUT IN THIS PROPERTY SETTLEMENT AGREEMENT.

This settlement agreement, if approved by a Court of competent jurisdiction, shall be set out in full in the final decree or incorporated therein by reference.

Lynne Allison Black
LYNNE ALLISON BLACK, Wife

Robert L. Rozen
WITNESS TO SIGNATURE OF WIFE

Daniel Allen Black
DANIEL ALLEN BLACK, Husband

Robert L. Rozen
WITNESS TO SIGNATURE OF HUSBAND