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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

IDENTIF. REFERENCE

APR 27 1 23 PM '82

FELIX T. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

ANNA DOROTHY SUMMERROW,	)	
	)	
Complainant	)	
	)	
vs.	)	NO. 81D-1444
	)	
RICHARD TRAVIS SUMMERROW, SR.,	)	
	)	
Defendant	)	

CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of April, 1982 by and between ANNA DOROTHY SUMMERROW, hereinafter referred to as Complainant, and RICHARD TRAVIS SUMMERROW, SR., hereinafter referred to as Defendant, both being citizens and residents of Nashville, Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto have encountered marital difficulties which are irreconcilable; and

WHEREAS, there is now pending an action for absolute divorce between the parties in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves and making certain provisions for the custody and support of their children;

NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

1. The Defendant, Richard Travis Summerrow, Sr., agrees to allow the Complainant, Anna Dorothy Summerrow, to retain the custody and control of the minor child of the parties, Rebecca Ann Summerrow, and the Complainant agrees to grant to the Defendant reasonable visitation privileges with said minor child.

2. Defendant agrees to pay to Complainant the sum of Three Hundred Dollars ($300.00) per month as child support for the support, maintenance and education of said Rebecca Ann Summerrow. The parties agree that said payments will commence immediately upon

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the execution of this Agreement, that said payments will be made directly to Complainant, and that said payments will continue until said Rebecca Ann Summerrow reaches majority or finishes high school, whichever event shall last occur. It is specifically agreed between the parties that in the event said Rebecca Ann Summerrow decides to attend college that the Defendant will continue to make said payments for each and every month or part of a month that said Rebecca Ann Summerrow attends college. It is further and specifically agreed between the parties that the Defendant's obligation to continue payments during college is specifically limited to no more than forty-eight (48) monthly payments of Three Hundred Dollars ($300.00) each. The Defendant's obligation shall further terminate five (5) years from the date that the said Rebecca Ann Summerrow finishes high school.

3. Both parties acknowledge that Raymond Timothy Summerrow has already attained his majority. Defendant agrees, however, to make additional payments to the Complainant for the support, maintenance and education of said Raymond Timothy Summerrow in the sum of $150.00 per month for the months of January, February, March, April and May of 1982 so as to enable said child to complete his high school education. It is specifically agreed between the parties that in the event said Raymond Timothy Summerrow decides to attend college, the Defendant will continue to make said additional payments for each and every month that said Raymond Timothy Summerrow attends college. It is further and specifically agreed between the parties that the Defendant's obligation to continue payments during college is specifically limited to no more than forty-eight (48) monthly payments of $150.00 each. The Defendant's obligation shall further terminate five (5) years from the date that the said Raymond Timothy Summerrow finishes high school.

4. In connection with his current employment, the Defendant has medical insurance coverage, which covers himself, Rebecca Ann Summerrow and Raymond Timothy Summerrow. This coverage is provided by the Defendant's employer at no cost to the Defendant. The Defendant agrees to take all necessary steps to maintain said medical coverage for the benefit of the aforesaid children of the parties as long as the Defendant's obligation to continue support payments herein exists. In the event of a change of the Defendant's employer, the Defendant agrees to maintain similar medical coverage with any subsequent employer covering the aforesaid children of the parties, providing said coverage is available. In the event that said coverage is not available, the parties mutually agree to be individually responsible for one-half of the insurance premiums required to maintain similar medical coverage. Further, the parties agree to be individually responsible for one-half of all medical, dental and prescriptive drug costs incurred on behalf of the aforesaid children which are not covered by any such medical insurance coverage. It is understood between the parties that the provisions of this Paragraph will terminate with respect to each child of the parties when said child attains the age of eighteen (18) years or completes his or her high school education, whichever event shall last occur, unless said child decides to attend college. In the event that said child decides to attend college, the provisions of this Paragraph shall remain in full force and effect so long as said child attends college. If said child fails to attend college for a portion of at least eight (8) calendar months out of any given twelve (12) month period, except due to illness, the provisions of this Paragraph will permanently terminate. In all events the provisions of this Paragraph will terminate with respect to each said child no later than five (5) years from the date that each said child reaches majority or completes his or her high school education, whichever event shall last occur.

5. The Defendant presently has in force and effect two (2) life insurance policies, one in the amount of $50,000.00, and the other in the amount of $25,000.00. He agrees to maintain in full force and effect both life insurance policies presently existing on his life, and to designate the Complainant as the beneficiary of both policies under the following terms and conditions:

> At such time as the Defendant's obligation to provide support payments for Raymond Timothy Summerrow permanently ceases under the terms of this Agreement, the Defendant's obligation to maintain the life insurance policy in the amount of $25,000.00 shall terminate;
>
> At such time as the Defendant's obligation to provide support payments for Rebecca Ann Summerrow permanently ceases under the terms of this Agreement, the Defendant's obligation to maintain the life insurance policy in the amount of $50,000.00 shall also terminate.
>
> The Defendant's obligations set forth in this Paragraph shall permanently cease as referred to herein when each said child attains the age of eighteen (18) years or completes his or her high school education, whichever event shall last occur, unless said child decides to attend college. In the event that said child decides to attend college, the Defendant's obligations set forth in this Paragraph shall remain in full force and effect so long as said child attends college. If said child fails to attend college for a portion of at least eight (8) calendar months out of any given twelve (12) month period, except due to illness, the Defendant's obligations set forth in this Paragraph shall permanently cease. In all events the Defendant's obligations set forth in this Paragraph shall permanently cease with respect to each said child no later than five (5) years from the date that each said child attains the age of eighteen (18) years or completes his or her high school education, whichever event shall last occur.
>
> The Defendant agrees to instruct the insurance companies, in writing, that notice of any change in beneficiary, failure to make premium payments, or termination of each respective policy must be sent to the Complainant. The Defendant agrees to execute said writings at the time of the execution of this Agreement.

6. The parties mutually agree that the Complainant shall be allowed to claim Raymond Timothy Summerrow as a deduction for Internal Revenue Service purposes and that the Defendant shall be allowed to claim Rebecca Ann Summerrow as a deduction for Internal Revenue Service purposes.

7. The Complainant and the Defendant own as tenants by the entirety their home located at 7423 Bridal Drive in Nashville, Tennessee. The Defendant agrees to execute a Quitclaim Deed with respect to this real property in favor of the Complainant, such execution to be simultaneous with the execution of this Agreement. In consideration of the Defendant's Quitclaim Deed the Complainant agrees to pay to the Defendant the sum of Eight Thousand Dollars ($8,000.00) seven (7) years from the date of the execution of this Agreement. The Complainant also agrees to execute a Deed of Trust in favor of the Defendant in the amount of Eight Thousand Dollars ($8,000.00). The parties specifically agree that the Complainant's obligation to pay the aforesaid Eight Thousand Dollars ($8,000.00) will be reduced dollar for dollar to a minimum of Four Thousand Dollars ($4,000.00) by the amount of any child support, agreed upon payment, obligation or debt that the Defendant fails to pay pursuant to this Agreement for any reason whatsoever. The parties specifically agree that the Complainant's obligation to the Defendant shall not be assigned or assignable to any third party, except for the Third National Bank in Nashville. In the event that the Defendant makes an assignment of said obligation to the Third National Bank in Nashville, the Defendant agrees to give the Complainant notice in writing of such assignment. In the event the Complainant sells the aforesaid property prior to the expiration of the aforesaid seven (7) year period, the Defendant agrees to release the aforesaid Deed of Trust in exchange for a Deed of Trust of at least equal value and security, provided that the Complainant applies at least ninety per cent (90%) of the equity obtained from the sale of said property toward the purchase of replacement property.

8. The parties mutually agree that the Complainant shall be allowed to retain such items of furniture, appliances, household furnishings and personal property currently located at said home,

except that the Defendant shall have the right to have as his own personal property the tools, including work bench, camping equipment and trailer at said location. The Defendant shall be allowed to retain such items of furniture, appliances, household furnishings and other personal property now in his possession.

9. The parties agree to file a joint 1981 Federal Income Tax Return with the Internal Revenue Service and agree that any refund from or obligation to the Internal Revenue Service shall be evenly divided between the parties.

10. The parties agree that whatever debts or charges which may have been incurred by either party heretofore or which may be incurred hereafter shall be the sole and exclusive responsibility of the party incurring such debt or charge. The parties specifically agree that the Complainant will assume all responsibility for the payment of her Veteran's Administration education loan in the approximate amount of Twenty-Seven Hundred Dollars ($2,700.00). Complainant also agrees to assume all responsibility for the payment of the home improvement loan and the satification of the first mortgage. The Defendant, however, agrees to pay to the Complainant upon the execution of this agreement the sum of Four Hundred Twenty-Seven Dollars ($427.00) in order to bring the first mortgage current. Complainant has recently purchased a 1979 Ford automobile and she agrees to meet all obligations with respect to this indebtedness. The Defendant is presently operating a 1978 Ford Fiesta automobile and he agrees to assume all responsibility for any indebtedness owing on this vehicle. At the time of the execution of this Agreement, Defendant agrees to provide Complainant copies of all documentation evidencing any obligation of Complainant upon debts owed by Defendant or jointly owed by Defendant and Complainant. Defendant also agrees to attempt to secure Complainant's release from his educational loan obtained through the United American Bank in the principal sum of approximately Twelve Hundred

Dollars ($1,200.00). Defendant further agrees to assume any and all responsibility for a loan from the First American Bank in the approximate amount of Twenty-Eight Hundred Dollars ($2,800.00), a second loan from First American Bank in the approximate amount of Four Hundred Dollars ($400.00), a loan from Commerce Union Bank in the approximate amount of Four Hundred Dollars ($400.00), an indebtedness to Penny's in the approximate amount of Four Hundred Fifty Dollars ($450.00), an indebtedness to Medic Count in the approximate amount of Three Hundred Fifty Dollars ($350.00), an indebtedness to Castner Knott in the approximate amount of Four Hundred Dollars ($400.00), an indebtedness to Cain Sloan in the approximate amount of Fifty Dollars ($50.00), an indebtedness to American Express in the approximate amount of One Hundred Ten Dollars ($110.00), an indebetedness to Gulf Oil Company in the approximate amount of Two Hundred Twenty-Five Dollars ($225.00), a similar indebtedness to Gulf Oil Company in the approximate amount of Sixty Dollars ($60.00), an indebtedness to Amoco Oil Company in the approximate amount of Five Hundred Dollars ($500.00), any indebtedness which may be owing on a Master Charge account, and any and all other indebtedness which may be owing to Cummins Sign Co., Third National Bank In Nashville or any other third party. The Defendant specifically agrees to attempt to obtain releases in favor of the Complainant on each and every one of the foregoing obligations of the Defendant on which the Complainant has or may have any liability plus any other obligation not heretofore specifically provided for in this Agreement. The Defendant further agrees to execute a hold harmless agreement in favor of the Complainant with respect to all of the obligations of the Defendant.

11. Each of the parties agree to be individually responsible for attorney's fees which each has incurred, and the Defendant agrees to pay the court costs in this cause.

It is understood and agreed that these presents contain the entire Agreement between the parties hereto and that this

Agreement or pertinent portions thereof may be incorporated into decree form should the Court see fit to decree a divorce between the parties.

Nothing herein is intended, nor shall be construed, as infringing upon the prerogative of the Court having jurisdiction of this cause; the sole and only purpose of this agreement being the mutual desire of the parties to make an advantageous disposition of their jointly owned personalty and realty and to make suitable and adequate provisions for the children of their marriage.

IN WITNESS WHEREOF, the parties hereto have set their hand on the day and date first above written, each retaining a copy hereof, the receipt of which is hereby acknowledged.

Anna Dorothy Summerrow
ANNA DOROTHY SUMMERROW,
Complainant

GRACEY, MADDIN, COWAN & BIRD

BY: William H. Tate
William H. Tate
Attorneys for Complainant

Richard Travis Summerrow Sr.
RICHARD TRAVIS SUMMERROW, SR.
Defendant

STELTEMEIER & WESTBROOK

BY: Joel E. Jordan
Joel E. Jordan
Attorneys for Defendant

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named ANNA DOROTHY SUMMERROW, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and offical seal at Nashville, Tennessee, this 7th day of April, 1982.

Jeannie Glasscock
NOTARY PUBLIC

My commission expires: 4/18/82

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named RICHARD TRAVIS SUMMERROW, SR., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and offical seal at Nashville, Tennessee, this 7th day of April, 1982.

Jeannie Glasscock
NOTARY PUBLIC

My commission expires: 4/18/82