IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 17 Par 316 a.

PATRICIA LOUISE LAWRENCE McLEROY
Plaintiff

VS.

CHARLES EDWARD McLEROY, JR.
Defendant

NO. 88678

BOOK 5891 PAGE 886

F I N A L D E C R E E

These causes came on to be heard on the 21st day of July, 1978, before the Honorable Benson Trimble, Judge, on the original bill of divorce, the cross bill , the answers and upon the written Child Custody and Property Settlement executed by the parties, testimony of Patricia Louise Lawrence McLeroy and the entire record of this cause, for all of which the Court finds that the parties have encountered irreconcilable differences in their marriage and that Patricia Louise Lawrence McLeroy should be granted a divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony subsisting between the parties be absolutely and forever dissolved and that Patricia Louise Lawrence McLeroy be awarded an absolute divorce from Charles Edward McLeroy, Jr. and the said Patricia Louise Lawrence McLeroy is vested with all the rights and privileges of an unmarried person and is restored to the name of Patricia Louise Lawrence.

It further appears to the Court that the parties have entered into a written Property Settlement which provides as follows:

> This agreement made and entered into this 15th day of May, 1978, by and between Patricia Louise Lawrence McLeroy, hereinafter called Mrs. McLeroy, and Charles Edward McLeroy, Jr., hereinafter called Mr. McLeroy, both residents of Davidson County, Tennessee:
>
> Witnesseth:
>
> Whereas the parties hereto have encountered marital difficulties which are irreconcilable; and, whereas there is now pending an action for absolute divorce in the Fourth Circuit Court of Davidson County, Tennessee; and
>
> Whereas the parties hereto are mutually desirous of adjusting certain property rights between themselves and establishing custody of their children and settling between themselves all matters in controversy; now, therefore, for good and sufficent consideration, the parties hereto mutually agree to the following:

1. Mr. and Mrs. McLeroy own as tenants by the entireties the real property and the improvements thereon hereinafter described. All right title and interest which Mr. McLeroy has in and to this property is divested out of Mr. McLeroy and vested in fee in Mrs. McLeroy. Mr. McLeroy will execute a quit claim deed to this property and Mrs. McLeroy will assume the responsibility for payment of the existing mortgage and will indemnify and hold Mr. McLeroy harmless on this debt.

The property is described as follows:

Land in the 10th Civil District of Davidson County, Tennessee, being described according to a survey of E. F. Luther, Jr., dated February 4, 1974, and revised March, 1974.

Beginning at a point in the southerly margin of Lickton Pike; thence with the southerly margin of Lickton Pike South 79° 15' West 50 feet to a point in said margin; thence leaving said margin in a generally southerly direction a distance of 15 feet; thence South 35° West 357.1 feet to a point where Shane Fork Creek and tributary thereof intersect; thence South 6° 30' East 127.5 feet to a point in the center line of said Creek; thence South 15° 30' West 133.5 feet to a 14-inch Beech; thence South 31° 30' East 123.5 feet to a 10-inch Walnut; thence South 9° 30' East 128.3 feet to a concrete monument; thence South 4° East 211.0 feet to a point, said point being near the easterly bank of said Creek; thence South 17° 30' East 500.0 feet to a pillar of rock; thence North 75° 30' East 208.5 feet to a rock; thence North 38° 30' East 401.5 feet to a point; thence North 70°30' West 71 feet to a point; thence North 62° 30' West 132 feet to a point; thence North 43° 30' West 86 feet to a point; thence North 31° 30' West 88 feet to a point; thence North 36° West 151 feet to a point; thence North 35° West 154 feet to a point, thence North 33° 30' West 301 feet to a point; thence North 16° West 93 feet to a point; thence North 10° West 54 feet to a point; thence North 41° East 237 feet to the point of beginning, containing 9.95 acres more or less.

Being part of the property conveyed to Glenn I. Hockney by the following deeds, all of which are of record in the Register's Office for Davidson County, Tennessee: Book 4796, page 961; Book 4730, page 276; Book 4728, page 505; Book 4730, page 278; Book 4796, page 959, and Book 4798, page 772.

Being the same property conveyed by Glenn I. Hockney, unmarried, to Charles E. McLeroy and wife, Patricia L. McLeroy, of record in Book 4801, page 139, Register's Office for Davidson County, Tennessee.

2. Further, all right title and interest which Mr. McLeroy has in and to the furnishing and personal property located in the residence are divested out of Mr. McLeroy and vested in fee in Mrs. McLeroy.

3. Custody of the minor children of the parties, Lawrence Brent, born November 19, 1961, and Tracy Lynne, born January 17, 1965, is vested exclusively in Mrs. McLeroy. Mr. McLeroy will have reasonable visitation rights with these children.

4. Mr. McLeroy will pay to Mrs. McLeroy the sum of $200.00 per month per child as child support; that child support to terminate as to each child upon his attaining the age of 18.

5. In addition Mr. McLeroy will maintain his existing hospitalization coverage on each of the children until they reach the age of 18, and Mr. McLeroy will be responsible for the medical, dental, and drug expenses of the children.

6. Mr. McLeroy, it is agreed, will claim both children as dependents in his federal income tax returns.

7. Mr. McLeroy will pay to Mrs. McLeroy the sum of $175.00 per month as alimony.

8. Payments of alimony and child support will be made one-half on the first and one-half on the fifteenth day of each month.

9. Each of the parties to this agreement will be responsible for their own attorney's fees except that Mr. McLeroy will pay to James P. Guenther, attorney for Mrs. McLeroy, the $150.00 pendente lite fee heretofore ordered.

10. Mrs. McLeroy will ask the court to restore her maiden name, Patricia Louise Lawrence.

11. It is further agreed between the parties that this matter which is presently pending before the Fourth Circuit Court of Davidson County, Tennessee, will be concluded by Mrs. McLeroy's presenting to the Court this property settlement and child custody agreement and that she will ask the Court to approve this agreement.

12. It is understood and agreed that this contains the entire agreement between the parties hereto and that this agreement maybe incorporated in the decree should the Court see fit to decree a divorce between the parties.

13. Nothing herein is intended, nor shall be construed, as infringing upon the pregrogative of the Court having jurisdiction on 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 property and to settle between themselves the matters of child support and custody and alimony.

14. It is agreed that Mrs. McLeroy will ask the Court for a divorce to be granted to her on the grounds of irreconcilable differences which both parties do hereby acknowledge.

/s/ Patricia Louise Lawrence McLeroy

/s/ Charles Edward McLeroy, Jr.

It appearing to the Court that said Child Custody and Property Settlement is fair, just and equitable,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Property Settlement and Child Custody Agreement be approved and

ratified in full and the agreement becomes the decree of this Court for which execution will issue, if necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the real estate owned by the parties at Lickton Pike, Goodlettsville, in Davidson County, and described above is vested in fee in Patricia Louise Lawrence and that Charles Edward McLeroy, Jr. will execute a quitclaim deed to her of all his interest.

The cost of this cause shall be paid by Patricia Louise Lawrence.

Judge

8-4-78

APPROVED AND ENTERED

James P. Guenther, Attorney
306 Nashville City Band and Trust Building
Attorney for Patricia Louise Lawrence McLeroy

RUSH

IDENTIF. REFERENCE

MAY 28 2 42 PM '82

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

G.9 3 4 4 9

I hereby certify that a copy of the foregoing Final Decree was mailed to the Honorable Stephen E. Cox, Attorney, this 1 day of August 1978.

James P. Guenther, Attorney

Docket No. 88678 Minute Book 109A / page 735

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* ~~xxxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* PATRICIA LOUISE LAWRENCE McLEROY *Plaintiff, and* CHARLES EDWARD McLEROY, JR. *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* 28th *day of* May *in the year one thousand nine hundred and* eighty-two *and in the* _____ *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117