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FILED

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE 11:04

GEORGE L. [illegible], CLERK

VICKI LYNN HALL YOKOM)
)
VS.)
)
TIMOTHY JAMES YOKOM)

Map 141-15-B
Par 47 Jo D.C.

NO. 81D-3693

BOOK 5893 PAGE 568

FINAL JUDGMENT

This cause came on to be heard before the Honorable Harry Lester, Judge, this 6th day of April, 1982, upon Complaint for Absolute Divorce on the grounds of irreconcilable differences, Child Custody and Property Settlement Agreement entered into by and between the parties, testimony of the Complainant, statement of counsel, and the entire record, from all of which the Court finds that the parties are burdened by irreconcilable differences, and that the Complainant is entitled to a divorce from the bonds of matrimony presently subsisting between her and the Defendant.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that Complainant, Vicki Lynn Hall Yokom, be granted a divorce from the bonds of matrimony presently subsisting between her and the Defendant, Timothy James Yokom, and she is restored to all the rights and privileges of an unmarried person.

The Court further finds that the Child Custody and Property Settlement Agreement entered into by and between the parties is reasonable and proper, and is approved by the Court.

It is, therefore, further ORDERED, ADJUDGED and DECREED by the Court that the following Child Custody and Property Settlement Agreement becomes the order of the Court as follows:

CHILD CUSTODY AND PROPERTY

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 5th day of April, 1982, by and between the parties, TIMOTHY JAMES YOKOM, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "HUSBAND", and VICKI LYNN HALL YOKOM, also a citizen

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and resident of Davidson County, Tennessee, hereinafter referred to as "WIFE",

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 3rd day of August, 1973, in Davidson County, Tennessee, and have maintained their residence in Davidson County, Tennessee, since their marriage; and

WHEREAS, there have been two children born of the marriage of HUSBAND and WIFE, Kimberly Lynn Yokom, five (5) years of age, and Jennifer Leigh Yokom, two (2) years of age; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, WIFE has filed a petition for absolute divorce in the Second Circuit Court for Davidson County, Tennessee, under appearance number 81D-3693; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the two minor children of the parties between themselves and also their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and by WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That HUSBAND and WIFE agree to the following joint custody arrangement:

(a) Principal custody of the two minor children of the parties, Kimberly Lynn Yokom and Jennifer Leigh Yokom, is vested in WIFE. It is agreed that Kimberly Lynn Yokom shall continue her education at Westminster Presbyterian Church.

(b) HUSBAND shall have at least two days per week to exercise his care, custody and control of said two minor children, the particular days as agreed on by the parties; provided that his said exercise of his said care, custody and control of said two minor children does not interfere with their regular and normal school schedules; and it is anticipated by both HUSBAND and WIFE that HUSBAND shall exercise said custody primarily on Sunday and the regular day off of HUSBAND.

(c) That HUSBAND shall further exercise his care, custody and control of said two minor children for at least three (3) full weeks during the summer vacation months of June, July and August, said exact three (3) weeks to be agreed upon by and between HUSBAND and WIFE on or before May 15th of each year, taking into consideration the regular camp and other activities of said two minor children, HUSBAND'S work schedule and vacation time, and WIFE'S work schedule and vacation time, so that HUSBAND shall have at least twenty-one (21) days during said regular summer months of June, July and August.

(d) That HUSBAND shall further exercise his care,

custody and control of both of said two minor children for one-half or one (1) full week of the regular Christmas vacation of said two minor children, including Christmas Day in odd-numbered years, beginning Christmas Day, 1983, said exact week again to be agreed upon clearly and expressly by and between HUSBAND and WIFE on or before December 1st of each year, beginning December 1, 1982, and further for one-half (1/2) of the regular spring or Easter vacation of said two minor children; and every other Thanksgiving weekend from 3:00 p.m. on Wednesday before Thanksgiving Day until 3:00 p.m. on Sunday following Thanksgiving Day in even numbered years, beginning Thanksgiving vacation, 1982; and every Father's Day, provided that WIFE have said two minor children with her every Mother's Day.

(e) That HUSBAND shall also have the care, custody and control of said two minor children of the parties at such other times and places as both HUSBAND and WIFE clearly and expressly agree.

3. That in the event HUSBAND is unable to exercise any part of this joint custody arrangement, that he shall notify WIFE immediately upon his realization that he cannot exercise some part of said joint custody of said two minor children of the parties, so that WIFE shall have the first option to exercise said custody, rather than placing said two minor children of the parties with anyone other than one of her parents; and, likewise, in the event that WIFE is unable to exercise any part of this joint custody arrangement, she shall notify HUSBAND immediately upon her realization that she cannot exercise some part of said joint custody of said minor children of the parties, so that HUSBAND shall have the first option to exercise said custody, rather than placing said two minor children of the parties with anyone other than one of their parents.

4. That HUSBAND and WIFE hereby acknowledge that they are spiritually, morally, ethically and legally bound to said two minor children, and further shall continue to cooperate with each other in the exercise of this joint custody arrangement described immediately hereinabove, in such manner and to such an extent that both HUSBAND and WIFE are encouraging a wholesome and healthy relationship by and between said two minor children and each of their parents, and between the two of them, and shall continue to cooperate with each other in the manifest best interest of said two minor children, keeping each other informed of school activities and special events for said two minor children, so as to guarantee the children's involvement in normal activities for children their ages, making reasonable efforts to communicate plans in advance so as to minimize confusion that might upset the children, with each parent encouraging the exercise of the care, custody and control of said two minor children under this agreement with the other parent, so as to create and maintain a stable relationship between said children and both HUSBAND and WIFE and between themselves.

5. That HUSBAND shall pay directly to WIFE the sum of Two Hundred Fifty ($250.00) Dollars per month per child, or a total of Five Hundred ($500.00) Dollars per month, as necessary and reasonable child support for said two minor children, on the 15th day of each month, beginning April 15, 1982, and HUSBAND shall make all of said child support payments by check, promptly, without fail, keeping his cnacelled checks as a perfect accounting of said child support payments.

6. That HUSBAND shall claim both of said minor children of the parties as exemptions on his federal income tax return each and every year so long as he supports them, and WIFE will not claim said children as exemptions on her federal income tax returns.

7. That all right, title and interest of HUSBAND in and to the real estate which is the home of the parties located at

6825 River Ridge Drive, Nashville, Davidson County, Tennessee, and more particularly described immediately hereinafter, be divested out of HUSBAND and vested absolutely and unconditionally in WIFE, as alimony in solido:

> Land in Davidson County, Tennessee, being Lot No. 241 on the Plan of Rolling River Estates, Phase III, as of record in Book 5200, page 81, said Register's Office, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Timothy J. Yokom and wife, Vicki L. Yokom, of record in Book 5436, page 667, Register's Office for Davidson County, Tennessee,

with WIFE assuming all responsibility and liability for the payment of the first mortgage payable to Metropolitan Federal Savings & Loan Association of Nashville, Tennessee, the original principal sum of which was Fifty Thousand ($50,000.00) Dollars, the present monthly payments of which are Four Hundred Ninety-Four ($494.00) Dollars. The HUSBAND will be furnished a full release of the second mortgage to Mrs. William S. Quinn, the mother of WIFE, in the original principal sum of Twenty Thousand ($20,000.00) Dollars, and payable in monthly installments of One Hundred Twenty and 38/100 ($120.38) Dollars, which payments include taxes, insurance and interest, prior to the execution of this Agreement. WIFE hereby holds HUSBAND harmless for the payment of either of the mortgages above referred to, including a reasonable attorney's fee, if necessary; and further with WIFE assuming all responsibility and liability for the maintenance, improvements of any nature whatsoever of said real estate.

8. That HUSBAND and WIFE hereby agree to divide all personal property which either one of them has accumulated during their marriage either by purchase or gift as all of said property is now actually divided by and between them, and also WIFE shall be entitled to keep and retain all of said personal property given to her by her family, and likewise, HUSBAND shall be entitled to keep and retain all of said personal property given to him by his family during the marriage, with the clear and express agreement that HUSBAND shall have thirty (30) days from the execution of this agreement within which to remove his said personal property.

9. That all right, title and interest of WIFE in and to a certain Fifteen Thousand ($15,000.00) Dollar certificate of deposit with the Third National Bank of Nashville, Tennessee, and in the possession of HUSBAND, is hereby divested out of WIFE and vested absolutely and unconditionally in HUSBAND.

10. That all right, title and interest of HUSBAND in and to a certain savings account in Third National Bank of Nashville, Tennessee, in the amount of One Thousand Four Hundred ($1,400.00) Dollars be divested out of HUSBAND and vested absolutely and unconditionally in WIFE.

11. That all right, title and interest in and to a certain 1980 Pontiac TransAm automobile registered in the names of both HUSBAND and WIFE be divested out of HUSBAND and vested absolutely and unconditionally in WIFE, and HUSBAND hereby agrees to execute any necessary certificate of title or document of transfer, and likewise WIFE hereby assumes all responsibility and liability for the operation of said automobile from and after the execution of this agreement, and will immediately procure all necessary liability and collision insurance to cover the operation of said automobile; and likewise, all right, title and interest of WIFE in and to all other vehicles, boats, a certain motorcycle, be divested out of her and vested absolutely and unconditionally in HUSBAND, and she hereby agrees to execute any necessary certificates of title or

documents of transfer for said vehicles or boats.

12. That HUSBAND will maintain and keep in full force and effect and pay all the premiums on two (2) certain policies of insurance upon his life, each policy in the amount of Fifty Thousand ($50,000.00) Dollars, naming and continuing to name his brother, Patrick William Yokom, of Nashville, Tennessee, as beneficiary and trustee for the exclusive use and benefit of said two minor children, to secure the child support provisions of this agreement, or HUSBAND shall have the option of establishing a trust with the Third National Bank of Nashville, Tennessee, in the amount of at least Fifty Thousand ($50,000.00) Dollars for each of said two minor children, or a total of One Hundred Thousand ($100,000.00) Dollars, for the exclusive use and benefit of said two minor children, specifically their support, education, maintenance and happiness, but HUSBAND is not bound to establish said trust so long as he maintains said insurance for the exclusive use and benefit of said two minor children in at least the amount of Fifty Thousand ($50,000.00) Dollars for each of said two minor children.

13. That HUSBAND will maintain in full force and effect and pay all the premiums for a certain major medical hospitalization insurance program either through his employment or otherwise, for the use and benefit of said two minor children of the parties, and further will pay the difference between such major medical hospitalization insurance coverage and the actual cost of any and all necessary medical care for said two minor children, including but not limited to all dental care, braces and eye care.

14. That any interest of WIFE in and to the business of HUSBAND, Yokom Shoe Stores, is hereby divested out of WIFE and vested absolutely and unconditionally in HUSBAND.

15. That HUSBAND and WIFE hereby acknowledge that neither one of them has any outstanding debts or bills for which the other may become liable in any way, and in the event that either HUSBAND or WIFE has incurred any such liability without the knowledge or permission of the other spouse, then he or she is liable for such indebtedness.

16. That both HUSBAND and WIFE acknowledge that the provisions of this child custody and property settlement agreement are fair, adequate and satisfactory to both HUSBAND and WIFE, and both HUSBAND and WIFE accept this agreement in full and final settlement of all claims and demands against each other, and both HUSBAND and WIFE hereby release and discharge each other from any and all such claims and demands except as provided in this agreement. It is further clearly and expressly understood by both HUSBAND and WIFE and agreed by and between them that this child custody and property settlement agreement is entered into without any undue influence, fraud, coercion, or misrepresentation by either HUSBAND or WIFE or the attorney of record for WIFE or the attorney of record for HUSBAND.

IN WITNESS WHEREOF, the parties have read this instrument, and each and every word of it, are familiar with the contents hereof, and have signed their names this 5th day of April, 1982.

/s/ TIMOTHY JAMES YOKOM

/s/ VICKI LYNN HALL YOKOM

The costs of this cause are assessed to the Complainant, for which execution may issue if necessary.

HARRY LESTER, Judge

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APPROVED FOR ENTRY:

ROY A. MILES, JR.
Attorney for Complainant

CERTIFICATE

I certify that I have mailed a copy of the foregoing Final Judgment to Mr. J. L. Thompson, III, Attorney for the Defendant, 4525 Harding Road, Nashville, Tennessee 37205; and to the Defendant, Timothy James Yokom, 96 Vaughns Gap Road, Nashville, Tennessee 37205. This 7th day of April, 1982.

ROY A. MILES, JR.

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* Vicki Lynn Hall Yokom *Plaintiff, and* Timothy James Yokom *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* 3rd *day of* June *in the year one thousand nine hundred and* Eighty-Two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117

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IDENTIFICATION REFERENCE

JUN 3 10 05 AM '82

FELIX Z. REGISTER
DAVIDSON COUNTY, TN