Filed June

M. 136-14 P. 100

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PATRICIA JEAN SMITH MCNEELY,)
)
Plaintiff,)
)
vs.) NO. 81D-1038
)
MARK ANTHONY MCNEELY,)
)
Defendant.)

BOOK 5896 PAGE 782

FINAL DECREE

This cause came on to be heard on the 10th day of July, 1981, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the complaint for absolute divorce heretofore filed with the Court, the default judgment heretofore entered in this matter, the parties' written and notarized Child Custody and Property Settlement Agreement which provides for the custody of the minor children of the marriage, visitation privileges, child support, and the division of all marital property, Plaintiff's testimony in open court, statements of counsel, and the entire record in this cause, from all of which it duly appeared to the Court that the Plaintiff should be awarded an absolute divorce on the ground of irreconcilab differences.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff be, and is hereby, awarded an absolute divorce from the Defendant on the ground of irreconcilable differences, and that the parties be restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Child Custody and Property Settlement Agreement heretofore entered into by the parties be, and the same is hereby, approved and made the order of this Court. Said Child Custody and Property Settlement Agreement is attached hereto as Exhibit A and incorporated herein by reference as fully and completely as if set forth verbatim herein.

1872 76/10 27.00 CHECK

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be taxed to the Plaintiff, for which execution may issue if necessary.

ENTERED, this the 10 day of July, 1981.

HONORABLE BENSON TRIMBLE, JUDGE
FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

APPROVED FOR ENTRY:

WADDEY, LUNDIN & NEWPORT

By Claudia C. Bonnyman
Claudia C. Bonnyman
St. Cloud Corner, 2nd Floor
500 Church Street
Nashville, Tennessee 37219
(615)244-7545
Attorneys for Plaintiff

cc: Richard Lodge, Esq.
Willis & Knight
215 Second Avenue, South
Nashville, Tennessee 37201
Attorney for Defendant
Mark Anthony McNeely

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

PATRICIA JEAN SMITH McNEELY Plaintiff, vs. MARK ANTHONY McNEELY, Defendant.	)	BOOK 5896 PAGE 784 K. Daley NO. 81D-1038

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between PATRICIA JEAN SMITH McNEELY (hereinafter call "Wife") and MARK ANTHONY McNEELY (hereinafter called "Husband"), both residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, these parties have been married since December 20, 1969, and there have been born of this union four children, to wit: Timothy Joseph McNeely, born March 7, 1973; Michael Jason McNeely, born March 7, 1973; Eric Matthew McNeely, born March 7, 1973; and Kelly Elizabeth McNeely, born July 20, 1978 (hereinafter referred to singularly as "Child" and collectively as "Children"); and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an agreement with regard to their relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for such other good and valuable considerations, the parties agree as follows:

1. Child Custody. Wife shall have exclusive custody and control of the parties' four minor children, to wit: Timothy Joseph McNeely, Michael Jason McNeely, Eric Matthew McNeely, and Kelly Elizabeth McNeely.

MICROFILMED
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

2. Child Visitation. Husband shall have liberal rights of visitation with the Children at such times and places as are mutually agreed upon by the parties. However, if the parties cannot agree, visitation shall be as hereinafter set out.

Husband shall have the right to have said children visit with him on the first and third weekends of each and every month, from 6:00 p.m. on Friday until 4:00 p.m. on the Sunday next following. Husband shall pick up the Children from the day care center or such other location within Davidson County as is reasonably established by agreement of the parties no later than 6:00 p.m. on Friday and shall deliver the Children to Wife no later than 4:00 p.m. on Sunday. If Husband desires to return the Children to Wife prior to 4:00 p.m. on Sunday, he is to telephone Wife no later than 12:00 noon on Sunday to inform her of the time of delivery.

Visitation rights of Husband for special holidays shall be as follows. Husband shall have the right to have said Children on Christmas Eve and Christmas Day morning of even-numbered years, Christmas afternoon of odd-numbered years, and Thanksgiving weekend of odd-numbered years, Thanksgiving weekend to commence at 6:00 p.m. on the Wednesday evening preceding Thanksgiving Day with the Children to be returned to Wife no later than 4:00 p.m. on the Sunday next following.

Husband shall be entitled to have said Children for two (2) weeks during the summer, non-school months, said weeks to be as mutually agreed between Husband and Wife, giving consideration to the Children's summer activities schedule. Husband is to notify Wife in writing no later than May 1 of each year, three two-week periods during which he wishes to exercise his visitation privileges. No later than June 1 of each year, Wife is to notify Husband in writing of which two-week period the Children will be able to visit with him. In the event these visitation rights are exercised during two one-week periods of vacation, Husband shall be entitled to keep said Children during the weekends preceding and following the vacation without infringing upon Wife's custodial rights.

The parties recognize and acknowledge that the welfare of the Children is of utmost importance to them, and they agree to exercise extreme care and caution in the exercise of visitation privileges and in the care and custody of said Children with they, or any of them, are with or under the control of either Husband or Wife.

3. Child Support. Husband hereby agrees to pay the sum of two hundred dollars ($200.00) per month per child as child support, said sums to be payable bi-monthly on the 10th and 25th days of each and every month following the execution of this Agreement until such time as each child marries or reaches the age of eighteen (18) years, whichever event first occurs.

The parties have further agreed that the Husband shall have the right to claim the minor children, Timothy Joseph McNeely, Michael Jason McNeely, and Eric Matthew McNeely, as dependents for federal and/or state income tax deductions and that the Wife shall have the right to claim the minor child, Kelly Elizabeth McNeely, as a dependent for federal and/or state income tax deductions.

4. College Education Expenses of Children. The parties further show that they desire each of their children to obtain a college education, and as long as any Child attends an accredited college or university and maintains a grade average satisfactory to the institution's requirements, they will share equally (50%/50%) all reasonable expenses incurred by any such Child attending college, including, but not limited to, the tuition, books, room and board, and nominal personal expenses which may be required. This provision of this Agreement is for the benefit of the Children only and is not for the benefit of any third party. Husband shall not be responsible to any third party for any expenses prior to his express written approval thereof.

The parties further agree that the reasonable expenses for which Husband is obligated hereunder unless he gives his express written permission thereto, shall not exceed those expenses as would be necessary for any Child to attend an institution of higher learning operated through the State of Tennessee Board of Regents as a full-time undergraduate student, for eight (8) semester (or equivalent terms.

5. Insurance.

a. Life Insurance: Husband agrees to maintain in effect the life insurance on his life now in effect in the amount of at least $100,000 with the Wife named as beneficiary of said policy. Husband shall pay all premiums and charges necessary to keep the aforesaid policy in full force and effect. The insurance carriers of said policy shall be instructed by Husband to notify Wife in the event of any failure by Husband to make the payment of premiums required or any lapse of the aforesaid policy.

continue to cover the Children under his existing medical insurance policy or equivalent replacement policies and to continue such policies in effect as long as each child remains eligible under the policy. Wife hereby agrees to cover the Children under the medical and dental insurance policy as is available through her employment. In addition to any child support payments called for under this Agreement, the parties agree to share equally (50%/50%) any costs incurred for doctors' visits or dentists' visits including but not limited to braces or other treatment by an orthodonist or other specialist, prescription drugs and any such other extraordinary medical or dental expense not covered by and reimbursable under the insurance policies required to be maintained by Husband and Wife under this paragraph.

6. Real Property. Each party to this Agreement warrants that the only real property which he or she currently owns, directly or indirectly, either solely or in combination with others, is their home located at 3016 Runabout Drive, Nashville, Davidson County, Tennessee, more fully described as follows:

> TRACT I: LAND in Davidson County, Tennessee, being Lot No. 67 on the Plan of Harbour Town Village, Section I, as of record in Book 4675, pages 3 and 4, said Register's Office, to which plan reference is hereby made for a more complete description.
>
> BEING part of the same property conveyed to Home Federal Savings & Loan Association of Nashville by quitclaim deed from Ralph Stevens and wife, Mildred Stevens of record in Book 4981, page 1, said Register's Office.

The parties currently own said property as tenants by the entirety. The parties agree that they shall continue to own said Real Property as tenants in common with Wife having exclusive use and possession of said property until such time as she elects to sell said property or until her remarriage, at which time said property will be sold. The proceeds derived from the sale of such property shall first be usd to pay off the mortgages, liens or other encumbrances existing on the property at the time of the sale, real estate commission, and any other necessary expenses involved in the sale of residential real property, and the equity remaining shall be divided between the parties with 70% of the net proceeds of the sale being distributed to Wife and 30% of the net proceeds of the sale being distributed to Husband.

Wife agrees to assume any and all indebtednesses secured by deeds of trust, mortgages, liens, or other encumbrances on the Property and to hold Husband harmless from any and all such indebtedness.

7. Household Furniture and Furnishings. All household furniture and furnishings presently located in the parties' home at 3016 Runabout Drive, Nashville, Tennessee, shall be the sole and exclusive property of the Wife except for the items listed below, which shall be the sole property of the Husband:

BOOK 5896 PAGE 788

4 placesettings everyday silverware
Miscellaneous pots and pans
Master bedroom furniture, excluding mattress and box springs
Desk
Filing Cabinet
Typewriter
Magnavox television located in living room
Green table and two chairs
Books, excluding children's, medical or Wife's books
Photograph/pictures as agreed upon
Fishing equipment
Coffee pot
Toaster

Any other personal property owned jointly by the parties and not covered by this Agreement shall be equitably and (to the extent possible) equally divided between the parties.

8. Vehicles. All right, title and interest in and to the 1979 Pontiac station wagon shall vest solely with the Wife and she shall hold Husband harmless from any indebtedness owing thereon, including but not limited to the joint debt to General Motors Acceptance Corporation secured by said vehicle.

All right, title and interest in and to the 1980 Chevrolet Monte Carlo automobile shall vest solely with the Husband and he shall hold Wife harmless from any indebtedness owing thereon, including but not limited to the joint debt to the United States Courthouse Federal Employees' Credit Union secured by said vehicle.

Each party further agrees to be fully responsible for obtaining and maintaining liability and other applicable insurance coverage pertaining to said vehicles as set forth herein and agree to execute any and all documents to vest titles to the vehicles set forth herein if applicable.

9. Alimony. Husband agrees to pay to Wife the sum of Two Hundred and No/100 Dollars ($200.00) per month as alimony, said sum to be paid in equal installments of $100.00 each on the 10th and 25th days of each and every month payable through the office of the Circuit Court Clerk of Davidson County, Tennessee, said alimony payments to be paid to Wife until her death or remarriage.

10. Debts. The parties show that certain joint debts remain of the marriage in addition to the debts set forth in Sections 7 and 9 above. Husband

hereby agrees to be responsible for and to hold Wife harmless from the joint debts owed to the United States Courthouse Federal Employees' Credit Union for a personal loan in the approximate balance of $1,900.00 and for the joint debt owed to Visa. Wife hereby agrees to be responsible for and to hold Husband harmless from the joint debt owed to Cain-Sloan. In addition Husband agrees to be responsible for the balance owing to Castner-Knott in Wife's name only for charges incurred prior to the signing of this Agreement as well as being responsible for any miscellaneous, household bills incurred prior to the signing of this Agreement. Except as set forth specifically in this Agreement, each party will be responsible for his or her own debts and each party further agrees to place no further charges to the account of the other party following the execution of this Agreement.

11. Banking Accounts. The parties show that there still remains in existence joint banking and savings accounts at the Commerce Union Bank. Wife hereby agrees that any funds on deposit in either account at Commerce Union Bank shall be the sole property of the Husband and she agrees to make no claim thereto.

12. Incorporated into Divorce Decree. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Fourth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end, that it shall be submitted to the Court for its ratification and approval.

13. Entire Understanding. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements, written or oral, between them. There are no representations or promises other than those expressly set forth herein.

14. No Undue Influences. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, that it is fair and equitable, that it is being entered into voluntarily, and that they will abide by the provisions contained herein.

WITNESS our hands to this instrument of writing and date hereinbefore set out.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Patricia Jean Smith McNeely
PATRICIA JEAN SMITH McNEELY

Sworn to and subscribed before me, this 10th day of June, 1981.

Notary Public
Commission Expires: 12-27-84

BOOK 5896 PAGE 790

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Mark Anthony McNeely
MARK ANTHONY McNEELY

Sworn to and subscribed before me, this 5th day of June, 1981.

Notary Public
Commission Expires: 7/18/82

RUSH

G 9 5 0 3 4

IDENTIF. REFERENCE

JUN 10 2 30 PM '82

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN

Fourth Circuit Docket No.-81D 1038 Minute Book- 121C Pg.-2189

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* True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Patricia Jean Smith McNeely *Plaintiff, and* Mark Anthony McNeely *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* Tenth *day of* June *in the year one thousand nine hundred and* Eighty -Two *and in the* 206 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Leary, *D. C.*

Form #GR-117