IN AP 142-6 C
Par 24

ILLENE GROSS REINER) IN THE FOURTH CIRCUIT COURT FOR
) DAVIDSON COUNTY, TENNESSEE
)
VS.) NO. 82D-309
)
)
DAVID CURTIS REINER)

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

FINAL DECREE

BOOK 5903 PAGE 296

This cause came on for hearing on this the 25th day of May, 1982, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint filed by complainant, Illene Gross Reiner, personal service of process had upon the defendant, David Curtis Reiner, Motion For Default with the defendant herein having failed to answer within the time allowed by law, submission to the Court of an executed Property Settlement and Custody Agreement, with the cause proceeding to trial as an uncontested matter upon the ground of irreconcilable differences, testimony of complainant, Illene Gross Reiner, heard in open court, statement of counsel, and the entire record herein. From all of which the Court is of the opinion and finds as follows:

That the complainant, Illene Gross Reiner, filed the original Complaint For Absolute Divorce herein and the same has been personally served upon the defendant; and it further appears that the parties have entered into a Property Settlement and Custody Agreement which distributes the marital estate and sets the obligations of support therein.

Further the Court finds that from the testimony of the complainant, Illene Gross Reiner, the parties hereto have differences in their marriage which cannot be reconciled.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved; and the complainant, Illene Gross Reiner, is hereby awarded an absolute divorce from the defendant, David Curtis Reiner, upon the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the [illegible] of their property rights as between them and further have made adequate and sufficient provision for the custody and support of the minor child. Said agreement is in words and figures as follows:

PROPERTY SETTLEMENT AND CUSTODY

AGREEMENT

This agreement made and entered into on this the 2 day of April, 1982, by and between Illene Gross Reiner, hereinafter called the "WIFE" and David Curtis Reiner, hereinafter called the "HUSBAND";

WITNESSETH:

That whereas the parties and man and wife and serious marital difficulties have arisen between them with the wife having filed suit for absolute divorce in the Circuit Court of Davidson County, Tennessee under Rule NO. 82-D309, and with the parties now desiring to settle their rights and interests regarding disposition of their real and personal property and obligations of support and rights to custody of the minor child of the parties, they have agreed upon the following as evidenced by their respective signatures hereto and they contract as follows:

The parties further desire that this agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving their marriage.

NOW THEREFORE, IN CONSIDERATION of the promises and the mutual benefits and promises hereinafter set forth, the wife and husband agree as follows:

1. The wife shall retain custody of the minor daughter of the parties, to wit, Hara Leslye Reiner, age four, with liberal rights of visitation being reserved to the husband. Wife shall not unreasonably withhold such visitation, including, but not limited to, travel with the husband outside the jurisdiction of this Court, provided the wife is secure as to knowledge of the whereabouts, health and well-being of the minor child. Further, it is agreed between the parties that upon a date no less than

six (6) months subsequent to the execution of this agreement, husband and wife shall meet to determine the feasibility of a co-custody situation regarding the minor child. Husband shall be required to show, at that time and subsequent, a fit and proper home and environment for the minor child. At all times, the parties stress the welfare of the child as being of primary concern.

2. The husband shall pay to the wife the sum of $300.00 per month as child support and shall pay to the wife the sum of $400.00 as alimony in futuro per month which shall terminate upon her death or remarriage. It is further agreed that child support shall be increased to the sum of $400.00 per month, commencing one year after the date of this agreement; and, shall be thereafter increased to the sum of $500.00 per month two years subsequent to the date of this agreement. All such child support shall remain the husband's obligation until the happening of the minor child's eighteenth (18th) birthday.

3. The husband agrees and contracts to provide funds for the college education of the minor daughter which includes books, tuition and board, and other fees and expenses incidental to the college education. As part of this contractual agreement, husband shall retain the right to approve the choice of schools.

4. The husband agrees and contracts to provide a private school education for the minor daughter at a private institution to be agreed upon by the parties, in the event an agreement as to the selection of the school is not reached by and between the parties, his obligation shall be limited to the amount of $1,500.00 per year toward tuition at said private school the child attends. This contractual obligation is subject to agreement by both parties that the available public school is unacceptable for the education and welfare of the minor child.

The husband shall be entitled to take such Federal (and/or State) income tax deduction or exclusion as is appropriate respecting the minor child, said child to be considered the husband's dependent for tax purposes so long as he pays the amount of $300.00

per month towards the support and maintenance of said minor.

6. The husband shall provide medical insurance coverage upon the minor child and pay all medical and dental and hospitalization expenses of the child, inclusive of said expenses not submitted as claims and any deductible or expenses in excess of the payment by the carrier, until said child is 19 years of age, or ceases to become a full time student.

7. The wife shall receive in fee simple, subject to the first mortgage thereon and other liens as hereinafter mentioned, the homeplace of the parties, located at 820 Williamsburg West Drive, Nashville, Davidson County, Tennessee, and the husband agrees to execute a Quit Claim Deed transferring said property to her. The wife agrees to assume the first mortgage on said real property and the husband shall be held harmless thereon. Husband shall retain, as a part of this agreement and contingent upon fulfilling the obligations set forth in paragraph eight (8) below, a lien against the cash proceeds of a subsequent sale of the property in the amount of Ten Thousand Dollars ($10,000.00) or fifty percent (50%) of the cash proceeds, whichever is less. At such time as when wife places the homeplace on the market for sale, husband shall have the right to match any legitimate contractual offer submitted for the purposes of such sale. In the event the wife loses the homeplace because of foreclosure regarding the second and third liens placed thereon by husband which he agrees to pay, and in the event he defaults on liens or alimony payments, the $10,000.00 lien will be declared void and of no effe

8. The husband shall pay off within a reasonable time the approximately $19,310.00 second mortgage placed thereon by the parties and held by the Nashville City Bank. Further he shall pay all lien notices now recorded against said condominium within said six months, from the execution of this agreement in addition to the second mortgage.

9. Both parties agree to pay their own attorney's fees involved in the settlement of this matter, and the husband agrees to pay the court costs involved in this suit for absolute divorce.

10. The wife shall receive her 1978 automobile, free and clear of the claim of the husband and he shall pay any lien due and

owing thereon. Further, the husband agrees to purchase for the wife a new but comparable automobile on or before April 1, 1983, and the 1978 automobile shall be used as a trade in, however, the wife shall be held harmless on the financing of the new automobile and the vehicle shall be titled to her; and in the event she suffers a loss or is called upon to make said payments on said automobile to retain the same upon the husband's failure to pay, she shall be indemnified by the husband for all such payments.

11. The husband shall pay for the wife her 1982 automobile liability and full coverage insurance for said year pertaining to both the 1978 automobile and the car to be purchased on or before April 1, 1983.

12. The husband agrees to provide funds for the extra activities of the minor daughter, such as camp, school activities, etc. and will furnish a safe and adequate automobile for said child's use and benefit upon her sixteenth birthday, said automobile not to be older than two years.

13. The parties agree that the wife herein shall be restored to her maiden name of Gross, so that her legal name will be Illene Beth Gross.

14. In addition, the husband shall pay to the wife the sum of $25,000.00 as alimony in solido payable in installments of $5,000.00 per year, commencing September 1, 1983 and continuing each year until paid in full at the rate of ten percent (10%) per annum.

15. Husband and wife agree to execute a joint tax return for the taxable year of 1981; however, the husband assumes all liability for any taxes which may be due and the wife shall be held harmless thereon. Further, in the event she becomes liable for any tax amount or her property is attached by lien, she will be indemnified by the husband for such amounts to clear said tax obligation. Further, in the event that a tax refund is due the parties, the same will be split equally between the parties and the wife's portion shall be paid to her within ten (10) days of

the receipt of said refund from the Internal Revenue Service.

16. The husband agrees and shall continue to pay the sum of $400.00 per month as stated in item two hereof unto the death or remarriage of the wife and said payment shall not be affected by her employment status.

17. The husband shall also maintain and pay all premiums on life insurance policies presently in existence insuring his life, and he shall designate the child, Hara L. Reiner, as the only beneficiary of same. In the event said policies are replaced by new policies upon the life of the husband, the amount of the benefit shall be equivalent to the existing coverage.

18. The personal property of husband and wife shall be divided according to their mutual agreement. At such time as an agreement is reached respecting the personal property, the husband shall be divested of all right, title or interest which he may have in the property which wife takes as her own, and wife shall be divested of all right, title or interest in the property which husband takes as his own.

19. The husband shall pay all debts and obligations of the parties existing as of March 31, 1982 inclusive of all credit card accounts, including American Express; further, he shall pay the note of the parties at the First American National Bank in the approximate amount of $7,500.00 or whatever said balance may be, and the wife shall be held harmless thereon and she shall be indemnified in the event she is called upon to pay any such accounts, by the credit with said indemnification to be made by the husband.

20. Each of the parties hereto agrees to execute such documents as may be necessary or desirable to effectuate the terms and conditions of this Child Custody and Property Settlement Agreement.

Both parties further agree that this agreement is subject to the approval of the Court in the event that a divorce is granted to either party herein. However, in the event that no divorce is

granted to the wife or either party in this matter, then this agreement is of no force and effect. If approved by the Court, then this agreement is a full, final and complete settlement of the rights and interests of the parties in and to the personal and real property of the same and it is entered into by them of their own free will and accord and will be incorporated into any final decree which will be rendered by the Court.

Illene Beth Gross Reiner
WIFE

Harris Curtis Reiner
HUSBAND

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ILLENE GROSS REINER, the bargainor, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 2nd day of April, 1982.

Sandra F. Jones
NOTARY PUBLIC

My Commission expires: 10-20-85

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DAVID CURTIS REINER, the bargainor, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 2nd day of April, 1982.

Sandra F. Jones
NOTARY PUBLIC

My Commission expires: 10-20-85

It is accordingly ORDERED and DECREED that the custody of the minor daughter of the parties, to wit, Hara Leslye Reiner, age 4, is hereby vested in the complainant, Illene Gross Reiner, with visitation rights being reserved to the defendant as indicated by the agreement incorporated herein.

It is further ORDERED, ADJUDGED and DECREED that the defendant, David Curtis Reiner, shall pay to the said Illene Gross Reiner the sum of Three Hundred Dollars ($300.00) as child support each and every month; and he is further ORDERED to pay to the said Illene Gross Reiner the sum of Four Hundred Dollars ($400.00) each and every month as alimony in futuro as per the terms of the agreement incorporated herein.

It is further ORDERED and DECREED that the child support, as indicated by the agreement, shall be increased to the sum of Four Hundred Dollars ($400.00) per month commencing one year after the date of the agreement and thereafter shall be increased to the sum of Five Hundred Dollars ($500.00) per month two years subsequent to the date of the agreement, and said child support payment shall remain the defendant's obligation until the happening of the minor child's eighteenth birthday as indicated by the Property Settlement and Custody Agreement incorporated herein.

It is further ORDERED and DECREED that the defendant shall provide funds for the college education of the minor daughter, which shall include books, tuition, board and other fees and expenses incidental to the college education.

It is further ORDERED and DECREED that the husband shall provide the private school education for the minor daughter at the private institution to be agreed upon by the parties as per the terms of the agreement incorporated herein.

The defendant is further ORDERED to provide medical insurance coverage upon the minor child and to pay all medical dental, and hospital expenses of said child, inclusive of any expenses not submitted as claims and any deductible expenses in excess of the payment by the carrier until said child is nineteen years of age or ceases to become a full-time student.

It is further ORDERED and DECREED that the complainant, Illene Gross Reiner, is hereby awarded in fee simple, subject to the

first mortgage thereon and other liens as hereinafter mentioned, the homeplace of the parties located at 820 Williamsburg West Drive, Nashville, Davidson County, Tennessee; and the defendant is ordered to execute a quitclaim deed transferring said property to her. The complainant will assume the first mortgage on said real property and the husband shall be held harmless thereon as per the terms of the agreement incorporated herein. It is, therefore, ORDERED and DECREED that any right, title or interest that the defendant, David Curtis Reiner, has in and to the real property located at 820 Williamsburg West Drive, Nashville, Davidson County, Tennessee, is hereby divested from him and reinvested in the complainant, Illene Gross Reiner, to be hers absolute and in fee simple, subject to the first mortgage thereon and other liens and a lien against the cash proceeds of a subsequent sale of the property in the amount of Ten Thousand Dollars ($10,000.00) or fifty (50) percent of the cash proceeds in favor of the defendant herein, whichever is less. At such time as when the complainant places the home on the market for sale, the defendant shall have the right to match any legitimate contract or offer submitted for the purposes of such sale.

It is further ORDERED and DECREED that in the event the complainant loses the homeplace because of foreclosure the second and third liens placed thereon by the defendant which he agrees to pay and is so ordered to pay, by the contract signed by the parties, and in the event he defaults on liens or alimony payments, the $10,000.00 lien declared herein will be declared null and void and of no effect. Said real property is more particularly described in words and figures as follows:

> LAND in Davidson County, Tennessee, being a part of the Plan of Doral Country Condominiums, Section V, as of record in Plat Book 5050, page 93, Register's Office for said County, the part hereby described as follows:
>
> BEING Unit No. 17-A on said plan and described by the Master Deed establishing a Horizontal Property Regime with Respect to Doral Country Villa Condominiums, Section 1, as of record in Book 5011, page 395, as amended in Book 5124, page 767, and as made applicable to Section V, in Book 5194, page 134, Register's Office for Davidson County, Tennessee. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, co-owners and tenants of Doral Country Villa Condominiums, contained in the Master Deed and the By-laws appended thereto recorded in Book 5011, page 395, as amended in

Book 5157, page 252, and Book 5194, page 136, Register's Office for Davidson County, Tennessee, are incorporated in this deed by reference and made a part hereof the same as though copied herein.

BEING the same property conveyed to David C. Reiner and wife, Illene G. Reiner by deed from Berry Construction Company, a Tennessee Corporation, in Book 5230, page 393, Register's Office for Davidson County, Tennessee. With David Curtis Reiner and David C. Reiner being one and the same person.

It is further ORDERED and DECREED that the defendant, David Curtis Reiner, shall pay off within a reasonable time approximately Nineteen Thousand Three Hundred and Ten Dollars ($19,310.00) being the second mortgage placed upon the above homeplace of the parties and held by the Nashville City Bank.

It is further ORDERED and DECREED that said defendant shall pay all lien notices now recorded against said condominium within six (6) months from the execution of the agreement, in addition to the second mortgage, and the wife shall be held harmless on said second mortgage as well as any lien notices.

It is further ORDERED and DECREED that the complainant shall receive her 1978 automobile, free and clear of the claim of the defendant, and he shall pay any lien due and owing thereon.

It is further ORDERED and DECREED that the defendant agrees to purchase for the complainant a new but comparable automobile on or before April 1, 1983, and the 1978 automobile shall be used as a trade-in. However, the complainant shall be held harmless on the financing on this new automobile and the vehicle shall be titled to her, and it is so ORDERED.

It is further ORDERED in the event the complainant suffers a loss or is called upon to make said payments on said automobile to retain the same upon the defendant's failure to pay, the complainant shall be indemnified by the defendant for all such payments.

It is further ORDERED and DECREED that the defendant shall pay for the complainant her 1982 automobile liability and full coverage insurance for said year, pertaining to both the 1978 automobile and the car to be purchased on or before April 1, 1983.

It is further ORDERED and DECREED that the defendant shall provide funds for extra activities of the minor daughter, such as camp, school activities, and so on, and he is ORDERED to furnish a safe and adequate automobile for said child for the use and benefit upon her sixteenth birthday, with said vehicle not to be older than two years, all in accordance with the property settlement contractual agreement entered herein.

It is further ORDERED, ADJUDGED and DECREED that the complainant herein is hereby restored to her former maiden name, to wit, Illene Beth Gross.

It is further ORDERED, ADJUDGED and DECREED that the defendant, David Curtis Reiner, shall pay tothe complainant, Illene Gross Reiner, the sum of Twenty-Five Thousand Dollars ($25,000.00) as alimony in solido; and he is ORDERED to pay the same in installments of Five Thousand Dollars ($5,000.00) per year commencing September 1, 1983 and continuing each and every year thereafter until paid in full with interest rates set on the unpaid balance at the rate of ten (10) percent per annum.

It is further ORDERED and DECREED that Item 15 of the agreement related to the joint tax return is hereby made the order of the Court.

It is further ORDERED, ADJUDGED and DECREED that the defendant shall maintain and pay all premiums on life insurance policies presently in existence insuring his life, and he shall designate the child, Hara L. Reiner, as the only beneficiary of the same.

It is further ORDERED and DECREED that in the event that said policies hereinabove are replaced by new policies upon the life of the husband, the amount of the benefit shall be equivalent to the existing coverage.

It is further ORDERED and DECREED that each of the parties hereto shall maintain their personal property, free and clear of the claim of the other, as called for by the Property Settlement and Custody Agreement incorporated herein.

It is further ORDERED, ADJUDGED and DECREED that the defendant shall pay all debts and obligations of the parties existing as of

March 31, 1982, inclusive of all credit card accounts and American Express, and further he shall pay the note of the parties at the First American National Bank in the approximate amount of Seventy-Five Hundred Dollars ($7,500.00) or whatever balance said note may be, and the complainant herein shall be held harmless thereon; and in the event she is called upon to make any payments on said accounts, she shall be indemnified by the defendant herein.

It is, therefore, ORDERED, ADJUDGED and DECREED that all parts and portions of the Property Settlement and Custody Agreement, incorporated herein and executed by the parties, is hereby approved by the Court and made the judgment hereof, and the parties hereto are instructed to carry out the terms and conditions thereof without fail.

The costs of this cause shall be paid by the defendant, for all of which let execution issue if necessary.

This the ____ day of May, 1982.

JUDGE

6-1-82

APPROVED FOR ENTRY:

ATTORNEY FOR COMPLAINANT

CERTIFICATE OF SERVICE

I certify a copy of this Final Decree has been mailed to the defendant, David Curtis Reiner, at his last known address being Belmont Boulevard, Nashville, Tennessee 37212, on this the 27th day of May, 1982.

ATTORNEY FOR COMPLAINANT

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

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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* Illene Gross Reiner *Plaintiff, and* David Curtis Reiner *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* 25th *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 Virginia Laary, *D. C.*

Form #GR-117

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FELIX E. WILSON III REGISTER
DAVIDSON COUNTY, TN
JUN 25 2 58 PM '82

IDENTIF. REFERENCE

G.9.7329