IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KAREN EVERETT McDANIEL]

-vs-] No. 82D-84

MICKEY JOE McDANIEL]

Map 74-8
Par 30 2

FINAL DECREE

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This cause came on to be heard on the 14th day of May, 1982 before the Honorable Benson Trimble, Judge, upon the original petition filed by the complainant, default judgment being duly entered, submission to the Court of a property settlement agreement for approval, testimony of the complainant, statement of counsel, and from the entire record in this cause. From all of which it appears that irreconcilable differences exist between the parties pursuant to Tennessee Code Annotated, §36-801, et seq., as amended 1977. It is therefore

ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Karen Everett McDaniel, is granted an absolute divorce from the defendant and restored to all the rights and privilages of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED by the Court and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the children born of this marriage and for the equitable settlement of any property rights between the parties, which agreement is incorporated as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a petition for absolute divorce filed by KAREN EVERETT McDANIEL, hereinafter referred to as "wife" and against MICKEY JOE McDANIEL, hereainafter referred to as "husband" under Docket No. _____, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a divorce is granted in this cause, and

WHEREAS, both parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. That Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. Both Husband and Wife acknowledge that this Agreement shall be binding upon the parties, their heirs, executors and assigns and that this Agreement will not be modified by oral agreement or parole evidence.

3. That the absolute care, custody and control of the three minor children, namely, Martin Dale McDaniel, Michael Alexander McDaniel and Matthew James McDaniel, shall be awarded to the Wife, with the right of reasonable visitation at reasonable times and places reserved to Husband.

4. The parties acknowledge at the time of the signing of this Agreement that their oldest child, Martin Dale McDaniel, is a severely mentally retarded child and is presently confined to the Louisa Center for Mentally Disturbed Children in Murfreesboro, Tennessee. At present, the parties are not required to provide financial support for the child and therefore, based upon this premise, this Agreement does not provide a responsibility upon the Husband to pay for his support. However, in the event the child is returned to the home of the Wife, or it becomes necessary for the Wife to provide financial supplemental support for the child as required by State and local law, then Husband shall be responsible to Wife for

this support, and if he fails to agree to this obligation, then Wife shall be allowed to file an appropriate Motion with the Court to have a definite amount established each month.

5. Husband agrees to pay directly to Wife the sum of $300.00 per month for the support and maintenance of the minor sons, Michael Alexander McDaniel and Matthew James McDaniel.

6. Husband shall be responsible for any and all hospital, doctor, and medical expenses resulting from the birth of the unborn child. Husband further agrees to pay any and all hospital, doctor and medical expenses that are incurred in pre-natal care for the Wife. This shall include all medicines, prescriptions and other medically related expenditures by Wife.

7. All right, title and interest which the Husband has in and to the house and lot of the parties located at 7026 Bonnamere Drive, Hermitage, Davidson County, Tennessee, shall be divested out of him and the sole and exclusive ownership in said home shall be vested in the Wife. Wife agrees to assume responsibility for the payment of the first mortgage indebtedness and to hold Husband harmless thereon, and Husband agrees to assume responsibility for the second mortgage indebtedness and to hold Wife harmless thereon.

8. Husband agrees to maintain in full force and effect hospital and medical insurance coverage for the benefit of the three minor children and to continue this coverage until each child attains its majority. He shall continue coverage on Martin Dale McDaniel so long as the child lives. Husband further agrees to pay any and all hospital, medical and doctor/dental expenses not covered by insurance.

9. Husband shall be allowed to claim the minor son, Michael Alexander McDaniel, as an exemption for federal income tax purposes and Wife shall be allowed to claim Matthew James McDaniel.

10. All the household furniture and furnishings presently at the residence of the parties at 7026 Bonnamere Drive, Hermitage, Tennessee, shall be awarded as the sole and exclusive property of the Wife. Husband shall be allowed to maintain ownership of all furniture, he has removed from the home as of the time of the signing of this Agreement as well as his personal clothing and jewelry.

11. The 1979 Ford Fairmont shall be awarded as the exclusive property of the Wife and the Husband shall be required to pay the balance of indebtedness thereon and hold Wife harmless from any liability thereon.

12. Husband shall be responsible for the payment of the following debts: Dr. Bishop, approximate balance $85.00; Laboratory $33.50; World Book $350.00; Ray Batts $997.00; Avco $705.75; MasterCharge $1,140.00; Life Insurance Premium on the policy presently in effect on Husband's life; Third National Bank (second mortgage) $106.52 for 32 months; First American Bank $514.00; Sears $1,687.00; Cain Sloan $730.00; J. C. Penney $364.00; Harvey's $94.10; Medical Center $198.01; Dr. Ralph $401.00 and Dr. Kling $35.00. Husband shall hold Wife harmless on the aforementioned obligations and indemnify her from any responsibility thereon.

13. Wife shall be responsible for paying the liability insurance coverage on the 1979 Ford Fairmont automobile.

14. Husband agrees to maintain in full force and effect the life insurance policies as set forth on the attached Exhibit "A" and to maintain the Wife as guardian for the minor children as the irrevocable beneficiaries thereon.

15. The parties acknowledge that Wife is presently employed as a secretary for Tennessee Pharmaceutical Association and that as a result of child delivery in November, 1981, she will be unemployed for several weeks and should she suffer complications during her recouperation thereof, Husband will be responsible for paying the first mortgage note and utilities for a maximum period of three months.

16. The parties acknowledge that although this Agreement is binding and effective as of the date of the execution thereof, that it is the intention of the parties not to finalize the divorce proceedings until after the birth of the child and a reasonable recuperative period thereafter.

17. Wife agrees to waive any claim or interest in Husband's Pension and/or Profit Sharing Plan.

18. Wife will be responsible for her own attorney fees; however, should this matter become a contested divorce, then the Court will determine what fees, if any, Husband shall pay Wife's attorney. Husband agrees to pay any court costs in regards to this matter.

19. Wife hereby waives any claim for alimony or support other than as contained in this Agreement. Such waiver, however, is conditioned upon the premise that Wife will recover from the birth of the child in a reasonable time and be able to resume her employment within a norman recouperative period after delivery.

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 15th day of December, 1981 as to the Wife, and the 30th day of December, 1981 as to the Husband.

Karen E. McDaniel
WIFE

Wesley Joe McDaniel
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named Karen Everett McDaniel, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 15th day of Dec., 1981.

Julia A. Byrd
NOTARY PUBLIC

My C. E. 1-22-84

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, the within named MICKEY JOE McDANIEL, who made oath that he executed the foregoing Agreement for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 17th day of December, 1981.

J. Cassity Pittman
NOTARY PUBLIC

My Commission Expires: 7/31/84

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

EXHIBIT "A"

1982 JAN 11 AM 10:52

Life and Casualty Insurance Company

Policy Nos.	E-422200	$ 5,000.00
	E-422201	$ 3,000.00
	76508570	$ 30,000.00

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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* KAREN EVERETT nc DANIEL *Plaintiff, and* MICKEY JOE nc DANIEL *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* 1st *day of* November *in the year one thousand nine hundred and* Eighty-Two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By James L. Edwards, *D. C.*

Form #GR-117

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

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JUDGE

5-20-82

APPROVED:

Sol. for Complainant

H 1 5 1 2 1

IDENTIF. REFERENCE

Nov 1 2 24 PM '82

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel.

This the 19th day of Nov 1982.

7177 11/01 24.00- CHECK

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED