IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 107-14
Par 146 etl

NEVA ANN GATTIS WHEELER

Plaintiff,

vs.

KENNETH R. WHEELER, SR.

Defendant.

NO. 82D-4101

BOOK 6052 PAGE 118

FINAL DECREE

This cause came to be heard on the 8th day of April, 1983, upon the plaintiff's Complaint for Absolute Divorce, the parties having entered into a written and notarized Settlement Agreement, judgment by default heretofore taken, the testimony of the plaintiff, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an Absolute Divorce on the grounds of irreconcilable differences as provided for in T.C.A. §36-801 (II).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and for the care, custody and maintenance of the minor children born to the parties, if any, and more specifically, the terms of that Agreement are as follows:

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 6052 PAGE 119

NEVA ANN GATTIS WHEELER)
)
vs.) NO. _____
)
KENNETH R. WHEELER, SR.)

CHILD CUSTODY, CHILD SUPPORT
AND
PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this ____ day of _____, 1982, by and between NEVA ANN GATTIS WHEELER, hereinafter referred to as "Wife", and KENNETH R. WHEELER, SR. hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Settlement Agreement will be used in a Circuit Court Divorce action, Docket No. _____, the parties do agree as hereinbelow set out:

1. The Wife shall have exclusive care, custody and control of the three (3) minor children of the parties, Kenneth R. Wheeler, Jr., born November 21, 1966, and Patrick Reed Wheeler, born March 14, 1971, and Tracy Reed Wheeler, Tracy Renee Wheeler born June 22, 1972; and the Husband shall have reasonable visitation with said minor children at such times and places as the parties may mutually agree.

2. The Husband shall pay directly to the Wife the sum of Six Hundred Dollars ($600.00) per month with all such child support payments being allocated one-third (1/3) for the care and support of each minor child. Said obligation of the

Husband to pay child support shall commence effective with the signing of this Agreement; shall continue thereafter to be due and payable on the first day of each month, by the Husband to the Wife in each succeeding month of each succeeding year, and shall terminate, as herein allocated, when the minor children of the parties reach their ages of majority, or otherwise become emancipated.

3. The Husband and the Wife presently carry in full force and effect separate major medical health insurance policies, which health insurance policies provide medical benefits for the minor children of the parties. Both parties hereby agree to continue said health insurance policies in full force and effect for the benefit of the minor children of the parties, and to pay any premiums therefore, until said minor children reach the age of majority, or otherwise become emanicpated; or, in the alternative, both parties agree to obtain the same, or substantially the same, health insurance coverage elsewhere at each parties' respective sole expense, should the above-described and existing policies lapse or become cancelled for any reason prior to the minor children of the parties reaching the age of majority, or otherwise becoming emancipated.

4. The Husband agrees to be solely responsible for all medical and dental expenses of the minor children of the parties not covered and/or reimbursed by the health insurance policies described herein, until said minor children reach the age of majority, or otherwise become emancipated.

5. The Husband presently carries in full force and effect life insurance issued through the Husband's employment, with a benefit value in the event of the Husband's death of One Hundred Thousand Dollars ($100,000.00). The Husband hereby agrees to continue said life insurance in full force and effect for the benefit of the minor children of the

parties, and to pay any premiums therefore, until said minor children reach their respective ages of majority, or otherwise become emancipated.

6. The parties hold a joint interest in two parcels of real property, described herein below. The parties agree as follows:

(a) The Wife shall have all right, title and interest in and to a house and lot located at 2502 Lake Villa Drive, Nashville, Davidson County, Tennessee 37217. The Wife hereby agrees to be solely responsible for the timely repayment of mortgage indebtedness, including taxes, insurance, and also maintenance and upkeep; and she shall hold the Husband harmless therefrom.

(b) The Husband shall have all right, title, and interest in and to a house and lot, presently rented, located at 1019 Kirby Drive, Nashville, Davidson County, Tennessee 37217; and the Husband hereby agrees to be solely responsible for the timely repayment of mortgage indebtedness, including taxes, insurance, and also maintenance and upkeep; and he shall hold the Wife harmless therefrom.

(c) Both parties hereby agree to sign any instruments or documents which may become necessary in order to effectuate the provisions of this Agreement.

7. The Wife shall have all right, title and interest in and to one (1) 1978 Oldsmobile Cutlass automobile, currently titled in the Husband's name, and the Husband agrees to be solely responsible for a certain loan due Commerce Union Bank in the names of both parties, with an approximate current balance of Three Thousand Dollars ($3000.00), and to hold the Wife harmless therefrom. The Husband agrees to sign any documents which may be necessary in order to place title to said vehicle solely in the Wife's name.

8. The Husband shall have all right, title and interest in and to one (1) 1970 Oldsmobile Cutlass automobile

and one (1) 1935 Chevrolet automobile, currently titled in the Husband's name and the same being unencumbered.

9. All interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife; and all interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband.

10. The parties hereby agree that, except as herein described, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

11. The Wife shall retain the use of her married name; namely: Neva Wheeler.

12. Both parties hereby agree that by signing this Agreement, they accept service of process, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

13. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as described and provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Neva Ann Gattis Wheeler — NEVA ANN GATTIS WHEELER

Kenneth R. Wheeler Sr. — KENNETH R. WHEELER, SR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, NEVA ANN GATTIS WHEELER, with whom I am personally acquainted, and who acknowledged to me that she signed the within CHILD CUSTODY, CHILD SUPPORT AND PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 14th day of Dec., 1982.

Patti Tuell
NOTARY PUBLIC

My commission expires:

My Commission Expires January 19, 1986

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, KENNETH R. WHEELER, SR., with whom I am personally acquainted, and who acknowledged to me that he signed the within CHILD CUSTODY, CHILD SUPPORT AND PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 14th day of Dec., 1982.

Patti Tuell
NOTARY PUBLIC

My commission expires:
My Commission Expires January 19, 1986

IT IS, THEREFORE, ORDERED that the plaintiff is hereby awarded an Absolute Divorce; that the parties' Settlement Agreement is ratified and made a part of this Final Decree; that the costs of this cause be assessed against the plaintiff; and that each party be restored to all the rights and privileges of an unmarried person.

For all of which execution may issue as necessary.

ENTER, this 8 day of April, 1983.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Defendant -Kenneth R. Wheeler, Sr.

This date of: April 8, 1983

H 4 6 2 1 3

RUSH

IDENTIF. REFERENCE

MAY 5 2 24 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 6052 PAGE 125

Docket No. 82D-4101 Minute Book 127B / page 1314

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* NEVA ANN GATTIS WHEELER *Plaintiff, and* KENNETH R. WHEELER, SR. *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* 5th *day of* May *in the year one thousand nine hundred and* eighty-three *and in the* 207 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By G. Knight, *D. C.*

Form #GR-117