File 7 112A/691
5-10-79

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LUCIENNE HOWE REED,
Plaintiff

Vs.

ROBERT MURPHY REED,
Defendant

FILE NO. 94956

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D E C R E E

This cause came on for special hearing before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint herein filed on January 19, 1979, the Interrogatories of the Plaintiff, the property settlement agreement of the parties, and it appearing that the necessary statutory period of time having elapsed, that the Plaintiff LUCIENNE HOWE REED is experiencing such irreconcilable differences in her marriage that same ought to be terminated so that the parties may live apart,

It is ORDERED, ADJUDGED and DECREED that LUCIENNE HOWE REED is hereby granted an absolute divorce from ROBERT MURPHY REED, and restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the property settlement executed by the parties and dated the 8th day of April 1979, which is recited below is hereby given full force and effect as an Order of this Court, over which the Court reserves continuing jurisdiction.

Property Settlement Agreement

THIS AGREEMENT made on this 8th day of April, 1979, by and between ROBERT MURPHY REED, residing at Apartment H-69, Columbia Gardens Apartments, Columbia, Tennessee and LUCIENNE MARY HOWE REED, residing at 2133 Chickering Lane, Nashville, Tennessee 37215, hereinafter respectfully called "HUSBAND and WIFE".

W I T N E S S E T H :

WIFE having filed a Petition for Divorce in the Fourth Circuit Court of Davidson County seeking an absolute divorce from HUSBAND on the grounds of irreconcilable differences and

WHEREAS, HUSBAND and WIFE desire to establish the property rights of the parties to effect an amicable settlement of this matter,

NOW THEREFORE, in consideration of the promises and mutual undertakings herein contained, the parties have agreed this day as follows:

1. Support and Alimony of the Wife: HUSBAND hereby agrees to pay to WIFE, the sum equal to one-half of his net annual income, in equal monthly installments, as and for support of the three (3) minor children, until the death or attainment of majority of such children. As each child achieves majority, the sum of support shall be reduced by a prorata amount. Of the sum of one-half of the net annual income, the sum of FIVE HUNDRED ($500.00) DOLLARS per month shall be accounted for as alimony to the WIFE, and shall be payable to the WIFE for so long a period as she shall remain unmarried. The balance of the one-half sum, for the purposes of computation, shall be labeled child support and shall diminish in proportion to the attainment of majority as stated herein.

(A) The payments required herein shall be made in advance, during the first week of each month.

(B) In the event any child or all such children shall attend a college, university or other form of higher education or training, HUSBAND agrees that the incurred tuition costs and expenses of such shall be negotiated in addition to or as part of the sums provided herein, but agrees that in the event such sum is not sufficient, that he will make such adjustments as are necessary.

(C) In the event any child shall elect to live with HUSBAND after attaining sixteen (16) years of age in his household, the payments required herein for support of such child shall be avaded as stated herein.

2. WIFE agrees that she will utilize the support monies herein for the normal maintenance and education expenses of raising the children, and these shall include all extra curricular activities and further education, gifts, entertainment, vacations and hobbies.

3. HUSBAND represents that he is presently carrying for the benefit of WIFE and children (i) hospital service insurance; (ii) major medical expense insurance; and (iii) dental insurance, all under a group insurance plan in effect at the Columbia Area Mental Health Center, where the HUSBAND is presently employed, and underwritten by the Provident Life and Accident Insurance Company (Policy #F944). HUSBAND is entitled to the benefits of the aforesaid major medical insurance only so long as he is employed by the Columbia Area Mental Health Center.

(A) HUSBAND shall maintain the present medical insurance policy or its equivalent during his lifetime (1) for the WIFE as long as she does not remarry, and (2) for each of the children until they respectively reach the age of twenty-one, obtain an undergraduate degree from a college or university, or complete other formal training, or marry, or die, whichever first occurs.

(B) If HUSBAND for any reason ceases to be employed by the Columbia Area Mental Health Center, and if there is a similar insurance plan in effect at any other employer with whom he may be subsequently associates, he shall make the benefits of that plan available to the children for the periods and on the conditions stated above. However, nothing herein contained shall obligate the HUSBAND to secure or maintain any major expense medical insurance on any basis other than as above set forth.

4. HUSBAND agrees that he will maintain for the benefit of WIFE and children the life insurance policies presently in effect. HUSBAND will keep such policies free and unencumbered and maintain these or their equivalent during his lifetime. HUSBAND shall name an individual as guardian for the children as an irrevocable beneficiary of these policie: HUSBAND shall have the right to borrow against these policies, and shall be responsible for paying all due, premiums and assessments on same.

5. HUSBAND and WIFE agree that they have filed their income tax for 1978 on a joint return, and that in the event any additional tax shall be required because of an audit or any other indication that HUSBAND will pay any such additional assessment. As HUSBAND and WIFE will be divorced in the year 1979, each shall be responsible for the filing of their separate returns, but HUSBAND shall have the right to claim the children as dependants for federal income tax purposes for 1979 and all years subsequent in which he shall pay the majority of their support.

6. WIFE shall have the custody, care and charge of all three minor children at all times during their respective minorities except as otherwise specified in this section (6).

(A) HUSBAND shall have the right to the custody, care, and charge of all said children three days per week commencing Friday morning and ending Sunday evening, the times of pick-up and discharge of said children to be mutually convenient to the parties and the children.

(B) WIFE shall not change the residence of the children without the written consent of the HUSBAND, which consent cannot be unreasonably withheld.

(C) Custody during Christmas and Easter holidays and during two to four weeks of their summer vacations may be decided through further negotiations between the parties each year as these periods approach.

(D) This provision (6) may be changed from time to time by mutual agreement of the parties, and is independent of all other sections.

(E) Each child shall have the right to decide with whom such child desires to reside after attaining the age of sixteen years, and on such decision the parent whom the child selects shall have the right to the custody and charge of such child.

7. WIFE presently resides in the family home at 2133 Chickering Lane, and HUSBAND agrees that for so long as WIFE shall desire to remain in such property, he shall make one-half the required payments for the mortgage, insurance and taxes on such property until disposition of such property shall be made by the WIFE. All right, title and interest in and to the property known as 2133 Chickering Lane is by this decree hereby vested out of HUSBAND and WIFE and into WIFE exclusively, and she shall have the right to sell same. An equitable lien in favor of HUSBAND for one-half of the net proceeds of sale of such property is hereby placed upon the property and same encumbered until this lien shall have been paid out of the proceeds of sale.

8. The death of the HUSBAND shall terminate the requirements of this agreement for any and all payments by the HUSBAND, and neither his personal representatives nor his estate shall be liable hereunder except for installments due and unpaid at the time of his death.

9. The WIFE acknowledges that the provisions herein made for her support and the support, maintenance, and education of the children are fair, adequate,and reasonable, and satisfactory to her. Accordingly, she accepts the same in lieu of and in full and final settlement and satisfaction of any and all claims and rights that she may now or hereafter have against the HUSBAND for her support and maintenance and for the support, maintenance, and education of the children.

10. So long as HUSBAND commits no breach or default of this agreement, the WIFE shall not contact or incur any debt or liability for which HUSBAND or his property or estate might be responsible, and WIFE shall indemnify HUSBAND from any obligations incurred by her. In the event HUSBAND shall at any time hereafter be obliged to pay any debt incurred by WIFE, HUSBAND may deduct and retain the sums he may be obliged to pay out of any future payments required to be made by him under this agreement.

11. If the HUSBAND fails in the due performance in the obligations hereunder, the WIFE shall have the right, at her election, to sue for damages for a breach of this agreement, or to rescind the same and seek such legal remedies as may be available to her. Nothing herein contained shall be construed to restrict or impair the WIFE'S right to exercise this election.

12. HUSBAND and WIFE agree that all items of furniture, household goods, appliances, equipment, tableware and books owned by the parties shall be split between them as they shall agree, and that after such division, such property shall belong absolutely to the party taking possession of same with full power to dispose of same.

13. HUSBAND and WIFE agree that this settlement is the full settlement between the party, and mutually release and forever discharge each other from any and all actions, suits, debts or claims which either of them shall ever have had.

14. HUSBAND and WIFE agree that at the time of the hearing of the divorce herein, and exeuction of final decree, that this property settlement agreement shall be incorporated herein into the decree and shall be given the full effect and force of a court order, and shall be construed according to the laws of the State of Tennessee for all purposes.

15. HUSBAND and WIFE agree that they will take any and all steps necessary and execute, acknowledge and deliver to the other party any and all instruments or documents that may be necessary to give reasonable assistance to the purposes set forth in this agreement.

16. This Agreement constitutes the entire understanding between the parties and there are no covenants, conditions, representations or agreements oral or written of any nature whatsoever other than those herein contained.

s/ LUCIENNE MARY HOWE REED

s/ ROBERT MURPHY REED

It is further ORDERED, ADJUDGED and DECREED, that custody of the minor children of the parties is hereby vested in LUCIENNE HOWE REED, subject to the conditions of paragraph 6 of the property settlement agreement recited above.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause and any attorneys fees shall be born by the Plaintiff, LUCIENNE HOWE REED for which execution may issue if necessary.

JUDGE

DATED: 5-10-79

APPROVED FOR ENTRY:

ALAN L. SATURN, Attorney for
Plaintiff, LUCIENNE HOWE REED

ORDERED THAT THIS COURT STAND ADJOURNED UNTIL IN THE MORNING AT 9:00 A.M.

JUDGE

MINUTES

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IDENTIF. REFERENCE

MAY 25 3 49 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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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* Lucienne Howe Reed *Plaintiff, and* Robert Murphy Reed *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* 28th *day of* April *in the year one thousand nine hundred and* Eighty-Three *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Lasry, *D. C.*

Form #GR-117