83-12-1 KS 1286/1909

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GEORGE L. ARDNER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TONI DRANES SPEARS,

Plaintiff,

vs.

FRED LEE SPEARS,

Defendant.

NO. 82D-3280

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FINAL DECREE

This cause came on to be heard on the 1st. day of February, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the parties having entered into a written and notarized Child Custody, Child Support and Property Settlement Agreement, as provided for by T.C.A. §36-801(II), 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.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and for the care, custody and maintenance of the minor children born to the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff be, and hereby is, awarded an absolute divorce from the defendant; and that each party be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Child Custody, Child Support and Property Settlement

Agreement be approved and ratified in full, and incorporated into and made a part of this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this 1st day of Feb., 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: Fred Lee Spears

This date: February 1, 1983

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 6063 PAGE 870

TONI DRANES SPEARS)
)
vs.) NO. _____
)
FRED LEE SPEARS)

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 1st day of October, 1982, by and between TONI DRANES SPEARS, hereinafter referred to as "Wife", and FRED LEE SPEARS, 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, the parties do agree as hereinbelow set out:

1. The Wife shall have exclusive care, custody and control of the two minor children of the parties, namely: Heather Lea Speras, born April 9, 1970; and Jeffery Vance Spears, born March 22, 1977; and the Husband shall have reasonable visitation with said minor children at such times and places as the parties may mutually agree, and upon Forty-eight (48) hours prior notice by the Husband to the Wife of the Husband's desire for visitation.

2. The Husband shall pay directly to the Wife the sum of Two-hundred fifty Dollars ($250.00) per month for the care and support of the parties' minor children, with all said child support payments being allocated one-half (1/2) 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, and shall continue thereafter to be due and payable monthly 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 Wife shall be responsible for obtaining medical health insurance to provide medical benefits for the minor children of the parties. The Wife hereby agrees to keep said health insurance plans in full force and effect for the benefit of the minor children of the parties, and to pay any premiums and/or payroll deductions therefore, until said minor children reach their ages of majority, or otherwise become emancipated.

4. The parties hereby agree to split equally all medical and dental expenses of the parties' minor children, not covered and/or reimbursed by the Wife's health insurance, until said minor children reach their ages of majority, or otherwise become emancipated.

5. The only real property in which the parties hold a joint interest is a house and lot located at 2420 Chapman Drive, Davidson County, Nashville, Tennessee, 37206. With regard to said realty, the parties agree as follows:

(a) The Wife shall have all right, title and interest in and to said realty.

(b) The Wife shall be solely responsible for the mortgage indebtedness on said realty.

(c) In the event the Wife sells said realty, at her sole option, she hereby agrees to pay to the Husband one half (1/2) of the present equity, said value to be established by an appraisal to be made within ninety (90) days of the signing of this Agreement.

(d) The Husband hereby agrees to sign any documents necessary in order to place title of said real property solely

in the Wife's name.

6. The Wife shall have all right, title and interest in and to one (1) 1979 Ford Mustang automobile, currently titled in the Wife's name; and the Wife shall be solely responsible or all debts and encumbrances secured thereby.

7. 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 other 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.

8. The parties hereby agree that, except as otherwise described herein, 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.

9. 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.

10. 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.

TONI DRANES SPEARS

FRED LEE SPEARS

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

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Personally appeared before me, a Notary Public in and for said State and County, TONI DRANES SPEARS, 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 1st day of October, 1982.

Sherian D. Harris
NOTARY PUBLIC

My commission expires:
August 9, 1986.

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IDENTIF. REFERENCE

MAY 26 11 47 AM '83
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, FRED LEE SPEARS, 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 1st day of October, 1982.

Sherian D. Harris
NOTARY PUBLIC

My commission expires:
August 9, 1986.

x Fourth Circuit Court MB128C/1909 Docket #82D-3280

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 ~~*correct transcript*~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Toni Dranes Spears *Plaintiff, and* Fred Lee Spears *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* 26th *day of* May *in the year one thousand nine hundred and* eighty-three *and in the* Two hundred seventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117