BOOK 6073 PAGE 973

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

HARRIET PATRICIA McCREARY,

Plaintiff,

vs.

WARNER LEE McCRARY,

Defendant.

NO. 82D-2381

Map 72-5
Parcel 141 V.N.

FINAL DECREE

This cause came on to be heard 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:

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 30 day of Nov, 1982.

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

FILED
1982 JUL 26 PM 1:54
GEORGE L. ROGERS, CLERK
BOOK 6073 PAGE 975

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

HARRIET PATRICIA DOTSON McCREARY)
)
vs.) NO. 82D-2381
)
WARNER LEE McCREARY)

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 26th day of July, 1982, by and between HARRIET PATRICIA DOTSON McCREARY, hereinafter referred to as "Wife", and WARNER LEE McCREARY, 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 minor child of the parties, Patrick Keith McCreary, born December 11, 1976, and the Husband shall have reasonable visitation with said minor child at such times and places as the parties may mutually agree and upon Seventy-Two (72) hours 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 One Hundred Dollars ($100.00) per month for the care and support of the parties' minor child. Said obligation of the Husband to pay child support shall commence August 1,

1982; shall continue thereafter to be due and payable the first day of each month by the Husband to the Wife in each succeeding month of each succeeding year; and shall terminate when the minor child of the parties reaches the age of majority, or otherwise becomes emancipated.

3. The Wife presently carries in full force and effect group health insurance, which health insurance provides medical benefits for the minor child of the parties. The Wife hereby agrees to continue said health insurance in full force and effect for the benefit of the minor child of the parties, and to pay any premiums and/or payroll deductions therefore, until said minor child reaches the age of majority, or otherwise becomes emancipated.

4. The parties agree to share equally all medical and dental expenses of their minor child, not covered and/or reimbursed by the Wife's health insurance, as described in paragraph #3 hereof, until said minor child reaches the age of majority, or otherwise becomes emancipated.

5. The only real property in which the parties hold a joint interest is a house and lot at 1009 Dozier Place, Nashville, Davidson County, Tennessee 37216. With respect to said real property the parties agree that the Wife shall have all right, title and interest in and to said real property and she agrees to be solely responsible for all of mortgage payments as they become due to L.I.C.P. Mortgage Company, 1122 Colorado, P.O. Box 40, Austin, Texas 78767, said mortgage being in the original amount of Twenty-Nine Thousand Eight Hundred Thirty Dollars and Sixty-Nine Cents ($29,830.69). The Husband agrees that he is receiving no monetary consideration for the release of his interest in said real property and the Wife agrees to hold the Husband harmless for the repayment of said mortgage.

6. The Wife shall have all right, title and interest in and to one (1) 1973 Plymouth automobile, currently titled in the Wife's name, and the same being unencumbered.

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. The Wife shall retain the use of her married name; namely: Harriet Dotson McCreary.

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

11. 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.

Harriet Patricia Dotson McCreary — Warner Lee McCreary

HARRIET PATRICIA DOTSON McCREARY — WARNER LEE McCREARY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, HARRIET PATRICIA DOTSON McCREARY, 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 26th day of July, 1982.

Kaye E Leggett
NOTARY PUBLIC

My commission expires:
5-5-85.

STATE OF Texas)
)
COUNTY OF Harris)

Personally appeared before me, a Notary Public in and for said State and County, WARNER LEE McCREARY, 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 19th day of July, 1982. JUL 19 1981

JUL 19

Daniel T. Brooks
NOTARY PUBLIC

My commission expires:
DANIEL T. BROOKS
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES ON MAY 13th, 1984

RUSH

H 53563

BOOK 6073 PAGE 979

IDENTIF. REFERENCE

JUN 13 12 14 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

82D-2381 Minute Book: 45C Page: 2504

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* Harriet Patricia McCreary *Plaintiff, and* Warner Lee McCrary *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* 10th *day of* June *in the year one thousand nine hundred and* eighty-three *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117