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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

URSULA ELFREIDE ERIKA KRUEGER RODEN

Plaintiff,

vs.

HELLMUTH FRANZ WALTER RODEN

Defendant.

Map 115-5
Par 40 Is

NO. 83D-278

BOOK 6075 PAGE 867

FINAL DECREE

This cause came to be heard on the 27th day of May, 1983, upon the plaintiff's Complaint for Absolute Divorce, the parties having entered into a written and notarized Settlement Agreement, and an amendment thereto, 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:

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GEORGE L. ROOKER, CLERK

BOOK 607 PAGE 868

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

URSULA ELFRIEDE ERIKA KRUEGER RODEN)
) D.C.
vs.)
) NO. 830-278
HELLMUTH FRANZ WALTER RODEN)

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 January, 1983, by and between URSULA ELFRIEDE ERIKA KRUEGER RODEN, hereinafter referred to as "Wife", and HELLMUTH FRANZ WALTER RODEN, 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. 830-278 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, Christopher Roden, born April 20, 1966; Michael Roden, born August 21, 1967; and Angelika Roden, born April 13, 1970; and the Husband shall have reasonable visitation with said minor children every other weekend, and one-half of the summer school vacation months, should the children choose so, and at other such times and places as the parties may mutually agree.

2. The Husband shall pay child support in the amount of One Hundred Dollars ($100.00) per month for the care

and support of the first minor child of the parties, and Fifty Dollars ($50.00) per month for each additional minor child of the parties for the care and support of each minor child; or, in the alternative, Ten Percent (10 %) of the Husband's gross income per month for the first minor child, and Five Percent (5 %) of the Husband's gross income per month for each additional minor child, as and for child support, should the Husband earn over One Thousand Dollars ($1000.00) per month gross income. Said sum shall be paid through the Circuit Court Clerk's Office and shall include the Clerk's customary fee of five per cent (5%) for handling and processing such payments. Said obligation of the Husband to pay child support shall commence the fifth day of the month following the date a Final Decree of Divorce is granted pursuant to this Agreement; shall continue thereafter to be due and payable on the fifth day of each month by the Husband in each succeeding month of each succeeding year; and shall terminate when the minor children of the parties reach their respective ages of majority, or otherwise become emancipated; or, if full time students, until said minor children attain the age of 22 years respectively.

3. The Husband and the Wife both agree to carry in full force and effect separate major medical health insurance policies, which health insurance policies shall 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 parties agree to share equally 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 a policy of life insurance, and he hereby agrees to continue said life insurance in full force and effect for the joint benefit of the minor children of the parties, and to pay any premiums therefore, until he reaches the age of 65.

6. The parties hold a joint interest in two parcels of real property, namely a house and lot located at 6853 Pennywell Drive, Nashville, Tennessee, 37205, and a house and lot located on Harpeth Road, Fairview, Tennessee, 37062; and with regard to said real property, the parties agree as follows:

(a) The Wife shall have all right, title and interest in and to the house and land at Pennywell Drive, in Nashville, and the Husband shall have all right, title, and interest in and to the house and land on Harpeth Road in Fairview. Both parties agree that they shall be solely responsible for any mortgages secured by their respective real property, and also taxes, insurance, and maintenance and upkeep as these may become due and necessary, and each shall hold the other party harmless therefrom.

(b) The Husband agrees to vacate the Pennywell Drive home not later than ~~February~~ March 1, 1983 and to remove all his personal property from said home not later than April 30, 1983, or forfeit any right to items left beyond that date. It is understood that after March 1, 1983, the Husband may

enter the house on Pennywell Drive only by permission of the Wife and during her presence.

(c) Both parties 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) 1970 Chevrolet station wagon, currently titled in the names of both parties, and the same being unencumbered. 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) 1975 AMC Hornet automobile, currently titled in the names of both parties and the same being unencumbered. The Wife agrees to sign any documents which may be necessary in order to place title to said vehicle solely in the Husband's name.

9. The Husband shall have all property located in the home in Fairview, Tennessee as of December 1, 1982.

10. The Husband shall receive certain property now located in the home at Pennywell Drive, as follows:

1) Zenith black and white television
2) utility trailer
3) all workshop equipment and bookbinding tools
4) all foreign language books except German
5) three-fourths of all other books, except: Collier's Encyclopedia; upstairs dictionaries; Ursula's Math, German, and Unity books; and enough German and English books for the children to use in school studies and for reading.

6) most records, chest and stereo, except one-half of the Christmas records, all children's records and about one-tenth of the classical music

7) three-fourths of downstairs bookshelves

8) self made organ and speakers

9) green couch from living room

10) two bookshelves in dining room

11) glass door bookshelves from living room

12) oval table and four chairs from den

13) Husband's knapsack and tents except trailer/tent

14) Husband's clothes, blankets now used by the Husband and some portion of linens

15) country wood stove

16) Highboy mower and small green mower

17) Husband's stamp and coin collection and jewelry from inheritance

18) two cabinets from downstairs and garage, purchased for Fairview home

19) wood from garage

20) Husband's bicycle

21) Husband's table silver (inherited)

22) slides, projector and screen

23) Husband's camera

24) two tape recorders

25) ivory inlaid table

26) Kuckucks clock

27) gold plate from Gerhard

28) one oil painting from living room

29) area rugs from living room and bedroom

30) self made bookshelf from bedroom.

11. The Husband shall receive one of the parties' dogs.

12. All items currently located at Pennywell DRive home and not specifically listed as being the Husband's property in paragraph # 10 above shall be the sole property of the Wife.

13. All interest in any other 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.

14. Each party shall be solely responsible for the timely repayment of their respective automobile and health insurance policies.

15. The Wife shall be entitled to claim the minor children of the parties for income tax purposes as her dependents.

16. The Husband shall sign custody of the existing children's T.V.A. bonds over to the Wife.

17. The Husband shall relinquish signature power over Angelika's and Michael's bank accounts at Third National and Home Federal.

18. The Husband shall request Two Thousand Dollars ($2000.00) to be released from the children's funds overseas to arrive within sixty (60) days of the divorce trial date. Said money shall be used to pay for the children's orthodontic treatments; or, the Husband shall be solely responsible to obtain and pay for orthodontic treatment of Angelika and Michael, said treatments to begin no later than June, 1983.

19. All remaining overseas funds that are in the custody of the Husband's brother shall remain under the

signature power of the Husband.

20. The parties agree that they shall file a joint married 1982 income tax return, with any balance owing or refund due to be split equally.

21. 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.

22. The Wife shall retain the use of her married name; namely: Ursula Roden.

23. 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.

24. 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.

Ursula Elfriede Erika Roden
URSULA ELFRIEDE ERIKA KRUEGER RODEN

Hellmuth Franz Walter Roden
HELLMUTH FRANZ WALTER RODEN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, URSULA ELFREIDA ERIKA KRUEGER RODEN, 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 January, 1983.

NOTARY PUBLIC

My commission expires:
August 9, 1986.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, HELLMUTH FRANZ WALTER RODEN, 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 18th day of JANUARY, 1983.

Pen change was made to Page #3 and duly initialed

NOTARY PUBLIC

My commission expires:
July 21, 1984.

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 27th day of May, 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
This date: _____.

CERTIFICATE OF SERVICE

I, David A. Harrelson, do hereby certify that an exact copy of the foregoing was mailed, postage pre-paid, to the defendant at their last known address on this the 27th day of May, 1983.

DAVID A. HARRELSON

H 5 4 1 5 2

IDENTIF. REFERENCE

BOOK 6075 PAGE 877

JUN 15 11 20 AM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

Mail
Ursula E. Roden
6853 Pennyquell Dr.
37205

83D-278 Minute Book: 130B Page: 1098

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* Ursula Elfreide Erika Krueger Roden *Plaintiff, and* Hellmuth Franz Walter Roden *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* 15th *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