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1983 JUL -1 PM 1:55
GEORGE C. KNIGHT, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOHN ROLAND PLEAS,

Plaintiff,

vs.

MARY OLIVIA McCLELLAND PLEAS,

Defendant.

BOOK 6113 PAGE 826

NO. 83D-755

H 6 6 4 1 7

IDENTIF. REFERENCE

AUG 11 10 24 AM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

FINAL DECREE

This cause came to be heard on the 30th day of June, 1983, upon the plaintiff's Complaint for Absolute Divorce, the parties having entered into a written and notarized Settlement Agreement, 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 child born to the parties, and more specifically, the terms of that Agreement are as follows:

08/11 24.00- CHECK

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FILED

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1983 MAR -9 PM 1:22

GEORGE L. ROOKER, CLERK

BOOK 6113 PAGE 827

JOHN ROLAND PLEAS) MB D.C.

vs.) NO. 830-755

MARY OLIVIA McCLELLAND PLEAS)

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 3rd day of March, 1983, by and between JOHN ROLAND PLEAS, hereinafter referred to as "Husband", and MARY OLIVIA McCLELLAND PLEAS, hereinafter referred to as "Wife", 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, Chandra Euphrates Pleas, born October 15, 1969. The Husband shall have visitation with said minor child, as follows: (a) two (2) weekends per month, so long as the Husband herein resides in Nashville; (b) one (1) month each summer, commencing June 15th of each year, and terminating July 15th of each year; and (c) at such other times and places as the parties may then mutually agree.

2. The Husband agrees to pay as and for child support, the child's tuition at a private school, which is presently Two Thousand and Seven Hundred Dollars ($2,700.00) per year, which equals Two Hundred and Twenty-Five Dollars ($225.00) per month. In addition, the Husband agrees to

purchase all books and educational supplies required for the parties' minor child to attend said private school. Should said minor child discontinue education at a private school, the Husband agrees to pay directly to the Wife the sum of Two Hundred Dollars ($200.00) per month as and for child support. 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 monthly, as described herein, 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 Husband hereby agrees to pay half of the cost of a college, mutually agreeable to both parties, for their child.

4. Both parties presently carry in full force and effect major medical insurance issued by Blue Cross - Blue Shield, which health insurance provides medical benefits for the minor child of the parties. Both parties hereby agree 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 therefor, until said minor child reaches the age of majority, or otherwise becomes emancipated. In the alternative, should the policy of either party become cancelled or lapse for any reason prior to said minor child reaching the age of majority, or otherwise becoming emancipated, said party agrees to obtain the same, or substantially the same, health insurance with major medical provisions, elsewhere, at that party's sole expense, or through that party's subsequently employment, and to carry same in full force and effect for the benefit of the minor child of the parties, until said minor child reaches the age of majority, or otherwise becomes emancipated.

5. The parties agree to share equally all medical

and dental expenses, including orthodontia expenses, of their minor child, not covered and/or reimbursed by any plan of health insurance held by either party, until said minor child reaches the age of majority, or otherwise becomes emancipated.

6. The parties hereby agree that the Wife may claim said minor child as a tax exemption until said minor child reaches the age of majority.

7. The only real property in which the parties hold a joint interest is a house and lot located at 2704 Hawthorne Place, in Nashville, Davidson County, Tennessee, 37212. With regard to said real property, the parties agree as follows:

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

(b) The Wife shall be solely responsible for the timely repayment of all mortgage indebtedness secured by said real property; and the Wife hereby releases the Husband with regard to any liability for repayment of any mortgage indebtedness secured by said real property.

(c) The Husband hereby agrees to sign any documents required in order to place title to said real property solely in the Wife's name, conditioned upon the Wife solely assuming responsibility for repayment of all mortgage indebtedness.

(d) The Husband shall receive no monetary consideration from the Wife for any share of the parties' equity in said real property.

8. The Wife shall have all right, title and interest in and to all household furniture, furnishings and appliances located in the home at 2704 Hawthorne Place, Nashville, Tennessee, 37212, with the exception of the Husband's personal clothing and effects, said items being known to both parties.

9. The Wife shall have all right, title and

interest in and to one (1) 1974 Chevrolet Malibu automobile, currently titled in the Husband's name, and the same being unencumbered. The Husband hereby agrees to sign any documents necessary in order to place title to said automobile solely in the Wife's name.

10. 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; and 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.

11. 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.

12. The Wife shall retain the use of her married name; namely: Mary Olivia Pleas.

13. 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.

14. 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.

John Roland Pleas
JOHN ROLAND PLEAS

Mary Olivia McClelland Pleas
MARY OLIVIA McCLELLAND PLEAS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, JOHN ROLAND PLEAS, 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 24th day of Feb, 1983.

P W Carroll
NOTARY PUBLIC

My commission expires:
My Commission Expires Oct. 19, 1986

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, MARY OLIVIA McCLELLAND PLEAS, 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 3 day of March, 1983.

P W Carroll
NOTARY PUBLIC

My commission expires:
~~My Commission Expires Oct. 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 1st day of July, 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

CERTIFICATE OF SERVICE

I, David A. Harrelson, do hereby certify that an exact copy of the foregoing was mailed, postage prepaid to: Mary Olivia McClelland Pleas
This date: June 30, 1983

DAVID A. HARRELSON

BOOK 6113 PAGE 833

Docket No. 83D-755 Minute Book 131A / page 58

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* JOHN ROLAND PLEAS *Plaintiff, and* MARY OLIVIA McCLELLAND PLEAS *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* 11 *day of* August *in the year one thousand nine hundred and* eighty-three *and in the* 208 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By G. Knight, *D. C.*

Form #GR-117