OFFICIAL RECEIPT

127C/2294

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BENJAMIN LANIER SMITH,)
Plaintiff)
) NO: 82D-3256
vs.)
)
EVELINE FLOYD SMITH,)
Defendant)

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FINAL DECREE

This cause came on before the Honorable Harry Lester, upon the original Complaint for Absolute Divorce filed by the plaintiff, the Amended Complaint for Absolute Divorce filed by the plaintiff, the Agreed Order withdrawing the defendant's Answer, the sworn written Interrogatories of the plaintiff, the presentation to the Court of a signed Property Settlement, Child Custody, Child Support and Alimony Agreement, which the Court finds makes adequate and sufficient provision for the custody and support of the parties' minor children and an adequate and equitable division of the parties' real and personal property, and the entire record in this cause, from all of which it is the opinion of this Court that the plaintiff should be awarded an absolute divorce from the defendant upon the ground of irreconcilable differences, and that the Property Settlement, Child Custody, Child Support and Alimony Agreement entered into between the parties should be approved by this Court and made a part of this Final Decree of Divorce.

It is therefore ORDERED that the plaintiff be, and he hereby is, awarded an absolute divorce from the defendant upon the ground of irreconcilable differences.

It is further ORDERED that the Property Settlement, Child Custody, Child Support and Alimony Agreement entered into between the parties be, and it hereby is, approved and is incorporated into this Final Decree of Divorce by copying verbatim as follows:

H 7:5 4 4.9
IDENTIF. REFERENCE
SEP 23 10 24 AM '83
MAIL ENV
09/23 24.00 CHECK
9648

OFFICIAL RECEIPT

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BENJAMIN LANIER SMITH, Plaintiff
vs.
EVELINE FLOYD SMITH, Defendant

NO: 82D-3256

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PROPERTY SETTLEMENT, CHILD CUSTODY, CHILD SUPPORT AND ALIMONY AGREEMENT

THIS AGREEMENT is entered into by and between BENJAMIN LANIER SMITH (hereinafter referred to as "Husband") and EVELINE FLOYD SMITH (hereinafter referred to as "Wife"), subject to the following premises, terms and conditions:

W I T N E S S E T H

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Husband instituted divorce proceedings against the Wife, same being Civil Action Number 82D-3256, in the Second Circuit Court for Davidson County, Tennessee.

WHEREAS, it is the decision of the parties, insofar as they are able, without the concurrence of the Court, to amicably settle their differences with respect to all property rights, child custody, child support and alimony, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between them.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Husband will proceed to trial and obtain a divorce

on the ground of irreconcilable differences.

2. It is agreed between the parties that the parties will share the joint custody of their two minor children with the Husband being the primary custodial parent, and the Wife having all reasonable rights of visitation with said children.

3. The parties agree that Husband shall receive all right, title and interest in and to their jointly owned home located at 657 Huntington Ridge Drive, Nashville, Tennessee, and Husband agrees to pay Wife for the transfer of her interest to him the amount of $2,500.00 which shall be payable to Wife within sixty (60) days following the execution of this Agreement.

4. Husband agrees that he will be responsible for all outstanding debts of the parties which are as follows:

TN. Workers Credit Union (Owe $2,500.00)
TDOT Credit Union (Owe $950)
Sun America (short term loan) (Owe $1,200.00)
VISA (Owe $1,400.00)
Master Charge (Owe $300.00)
Penny's (Owe $600)
Castner's (Owe $740.00)
Cain-Sloan (Account Closed) (Owe $310.00)
Sears Roebuck (Owe $690.00)

1st Mortgage - Kentucky Mortgage Co.
(Owe $29,500.00)

2nd Mortgage - SunAmerica
(Owe $11,500.00)

Husband agrees that he will hold Wife harmless from the repayment of any of the aforesaid debts.

5. Husband agrees that he will pay to Wife a maximum amount of alimony of $24,000.00, and said alimony shall be made in periodic payments as follows: the amount of $700.00 per month for one (1) year, the first payment to be made on the first day of the month following the execution of this Agreement; the amount of $600.00 per month for one (1) year commencing on the first anniversary of the execution of this Agreement; the amount of $500.00 per month for one (1) year commencing on the second anniversary of the execution of this Agreement; and, the amount of $200.00 per month for one (1) year commencing on the third anniversary of the execution of this Agreement. The parties further agree that should Wife remarry or die before the full

amount of $24,000.00 is paid, Husband's obligation to continue support payments as outlined above shall terminate. The parties further agree that said alimony payments shall be, for Federal Income Tax purposes deductable to the Husband and taxable to the Wife.

6. The parties agree that neither party shall be required to make child support payments to the other, and that Husband shall be responsible for all expenses for the minor children.

7. The Husband agrees that, in addition to the alimony payments being paid pursuant to Paragraph Number 5 herein, he will also pay all utilities, telephone and apartment deposits for the Wife in order to establish Wife in an apartment of her own.

8. The parties agree that with regard to their personal property contained in their home, the Wife shall receive the furniture of her choice with the exception of antiques which have been received through Husband's family and the bedroom furniture of the two minor children. The parties further agree that Wife shall receive all right, title and interest in and to the parties' 1971 automobile, and that said automobile shall be in reasonably good condition. Husband shall receive the 1976 Pinto automobile.

9. Husband agrees that he will pay to Wife's attorney a fee in the amount of $500.00, and that he will pay all court costs in this action.

10. It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

11. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the

enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

12. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into the Final Decree.

13. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Wife and Husband, or any property that either of them may acquire in the future.

14. It is understood and agreed between the parties that, from the date of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

16. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated.

The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

Benjamin L. Smith

BENJAMIN LANIER SMITH, "Husband"

Eveline Floyd Smith

EVELINE FLOYD SMITH, "Wife"

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named BENJAMIN LANIER SMITH, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

This 13th day of May, 1983.

NOTARY PUBLIC

My Commission Expires:

Jan 18, 1987

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named EVELINE FLOYD SMITH, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

This 25th day of May, 1983.

Patricia A. Hunter
NOTARY PUBLIC

My Commission Expires:

10/19/86

OFFICIAL RECEIPT

Entered this 15 day of June, 1983.

Thomas D. Lester

JUDGE

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APPROVED FOR ENTRY:

CHEATHAM & PALERMO

By Rose Palermo
Rose Palermo
Attorney for Plaintiff
43 Music Square West
Nashville, Tennessee 37203

I hereby certify that I have mailed a copy of the foregoing Final Decree to Mr. Jack Norman, Jr., Attorney for the Defendant, at 213 Third Avenue, North, Nashville, TN 37201, on this 15th day of June, 1983.

Rose Palermo
Rose Palermo

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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* Benjamin Lanier Smith *Plaintiff, and* Eveline Floyd Smith *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* 20th *day of* September *in the year one thousand nine hundred and* Eighty-Three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Searcy, *D. C.*

Form #CP-117