135H/832

IN THE FOURTH CIRCUIT COURT
FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
03 NOV 15 PM 12:04
D.C.

KAREN EDWINA WEBB,)
) Map 156
Plaintiff) Par 1 1a
)
v.) No. 82D-3647
)
BOBBY FRED WEBB,) Map 142-2
) Par 30 1a
Defendant)

Full

FINAL DECREE

BOOK 6251 PAGE 150

This cause came on to be heard before the Honorable Muriel Robinson, Judge, upon plaintiff's Complaint and Amended and Supplemental Complaint for absolute divorce; upon the Property Settlement, Child Custody and Support Agreement, which provides for custody and support of the parties' minor child, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of plaintiff and the statements of counsel, from all of which the Court finds that the allegations of plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce; that the Property Settlement, Child Custody and Support Agreement heretofore executed by the parties is an equitable and complete apportionment of the marital property and debts of the parties, and makes adequate and sufficient provision for custody and maintenance of the parties' minor child, and should be approved; that the Answers heretofore filed by defendant have been withdrawn; that the Counterclaim heretofore filed by defendant has been dismissed; and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that plaintiff, Karen Edwina Webb, be, and is hereby, awarded an absolute divorce from defendant, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement, Child Custody and Support Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court. The Property Settlement, Child Custody and Support Agreement is in words and figures as follows:

PROPERTY SETTLEMENT, CHILD CUSTODY, AND SUPPORT AGREEMENT

THIS AGREEMENT is entered into by and between KAREN EDWINA WEBB and BOBBY FRED WEBB, subject to the following premises, terms and conditions:

WITNESSETH: BOOK 6251 PAGE 151

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Mrs. Webb instituted divorce proceedings against Mr. Webb on November 10, 1982, same being Civil Action No. 82D-3647 in the Fourth Circuit Court for Davidson County, Tennessee; and

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, support obligations, child custody rights, and obligations for payment of debts, 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 the parties.

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. Absolute care, custody and control of the parties' minor daughter, Brittney Kara Webb, shall be vested in Mrs. Webb. Mr. Webb shall have reasonable visitation privileges with said child at such times and upon such terms as the parties may themselves agree to from time to time. Mr. Webb shall request visitation privileges at least 72 hours in advance of the time when he wants to exercise such privileges. It is understood that Mr. Webb shall use the child restraint device when transporting Brittney in his vehicle until Brittney is 4 years old or weighs at least 40 pounds. It is further understood and agreed that Mr. Webb shall be entitled to take Brittney to Alabama to visit his family, but only after obtaining Mrs. Webb's permission, which shall not be unreasonably withheld.

2. Mr. Webb shall pay $350 per month as child support. Child support payments shall be made directly to Mrs. Webb. Said payments shall commence on the first day of the first month following the execution of this Agreement,

and shall be due and payable on the first day of each and every month thereafter until Brittney reaches age 18 or completes her then current academic year, whichever occurs last.

3. As additional child support, Mr. Webb agrees to maintain a policy of major medical and hospitalization insurance covering the parties' minor daughter until she attains age 18. Additionally, Mr. Webb agrees to be responsible for paying all medical expenses incurred on behalf of the parties' minor daughter which are not covered by insurance or which are within the deductible limits under any policy of insurance maintained for the child, including, but not limited to, doctor bills, hospital bills, prescription drug bills, dental bills, the cost of orthodontic examinations and treatment, the cost of eye examinations and prescription glasses, and any other expenses for the parties' daughter's medical or dental care. Mr. Webb shall furnish Mrs. Webb with proof that the major medical and hospitalization policy is being maintained including the name of the insurance carrier and the policy number. Mrs. Webb shall assist Mr. Webb in processing any claims for reimbursement of medical expenses incurred on behalf of the parties' daughter.

4. Mr. Webb shall contribute up to $1500 per annum toward the cost of a private school education for Brittney from Kindergarten thru the completion of her high school education. The costs for which Mr. Webb shall be obligated to pay the first $1500 per annum shall include tuition, fees, and books. Mr. Webb's obligation under this paragraph shall not be subject to modification by the Court. Mr. Webb's failure to pay the costs required by the terms of this paragraph may be punishable by contempt and/or the award of a money judgment.

5. As periodic alimony, Mr. Webb shall pay Mrs. Webb $400 per month. Alimony payments shall be made directly to Mrs. Webb, commencing on the first day of the first month following execution of this Agreement, and shall be due and payable on the first day of each and every month thereafter. Periodic alimony shall terminate at the end of four (4) years, at the time of Mrs. Webb's death or remarriage, or in the event Mrs. Webb begins cohabiting with any adult male to whom she is not related by blood or marriage, whichever occurs first. These conditions, however, are not to be construed to imply that Mrs. Webb has had any improper relationship with another man, or that she intends to have any such relationship in the future, both parties acknowledging that this is not the case. These conditions are being included at the insistence of Mr. Webb.

6. Mr. Webb shall pay $600 to Mrs. Webb on 11/15/83 under the pendente lite order, which sum shall be for her support and support of Brittney for the period 11/15/83 -11/30/83.

7. All right, title and interest of Mr. Webb in and to the proceeds of the parties' investment in Pioneer II, Inc., account number 002-0957283270, and Templeton World Fund, Inc., account number 77700097635, and the insurance policies on the lives of Mr. and Mrs. Webb maintained in conjunction with these accounts, shall be, and is hereby, divested out of him and vested absolutely in Mrs. Webb. Mrs. Webb shall be responsible for making any future payments on the aforementioned assets and shall hold Mr. Webb harmless from any liability therefor. Mr. Webb agrees to execute any and all documents which may be necessary to transfer ownership of the aforementioned accounts to Mrs. Webb and/or to name her as beneficiary under those accounts.

8. All right, title and interest of Mrs. Webb in and to that certain policy of insurance on Mr. Webb's life through State Farm Insurance Company, policy number 1399-153, shall be, and is hereby, divested out of her and vested absolutely in Mr. Webb. Mr. Webb shall be named as the owner of the policy, and shall pay any and all premiums necessary to maintain the policy in full force and effect. Mr. Webb shall name Mrs. Webb as beneficiary under the policy as Trustee for the parties' daughter, Brittney. He shall maintain the policy in full force and effect for so long as he is obligated to pay child support pursuant to the terms of this Agreement or the decree of any court of competent jurisdiction. As trustee, Mrs. Webb shall be authorized to use the proceeds for the health, education and support of Brittney and to fulfill Mr. Webb's obligations under this agreement.

9. For so long as Mr. Webb pays the child support required by the terms of this agreement, he shall be entitled to claim the parties' daughter as a dependent for purposes of preparing his federal income tax return.

10. The parties are the owners of three insurance policies through Liberty National Life Insurance Company in the face amount of $2,000 each. One policy insures the life of the parties' daughter, another policy insures Mrs. Webb's life and the third policy insures the life of the parties' son. Mr. Webb agrees that all of his right, title and interest in and to the aforementioned policies shall be, and is hereby, divested out of him and vested absolutely in Mrs. Webb. Mrs. Webb shall be named as owner and beneficiary under the policies, and shall be responsible for paying any and all premiums

necessary to maintain the policies in full force and effect. Mr. Webb agrees to execute any and all documents which may be necessary to transfer ownership of the policies and/or to name Mrs. Webb as beneficiary under the policies.

11. For and in consideration of the sum of No Dollars ($0.00), Bobby Fred Webb has bargained and sold, and by these presents does transfer, quitclaim and convey unto Karen Black Webb, her heirs, successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 46 on the Plan of Cross Timbers Subdivision, Section 2, as of record in Book 3700, page 92, Register's Office for Davidson County, Tennessee.
>
> Lot No. 46 fronts 86.0 feet on the northerly side of Stacy Drive and runs back between parallel lines 150.0 feet to a line in the rear measuring 86.0 feet thereon.
>
> Being the same property conveyed to Bobby Fred Webb and wife, Karen Black Webb by deed from Hudson and Driver Construction Company of record in Book 4295, page 218, Register's Office for Davidson County, Tennessee.

To have and to hold the said tract or parcel of land, with the appurtenances, estate title and interest thereto belonging to the said Karen Black Webb, her heirs, successors, and assigns, forever.

Mrs. Webb shall assume responsibility for payment of the outstanding indebtedness against the home, and shall indemnify and hold Mr. Webb harmless from any liability therefor.

Mr. Webb shall execute a quitclaim deed, upon request by Mrs. Webb, to transfer his interest in the aforementioned parcel to her.

12. Mrs. Webb agrees that all her right, title and interest in and to five acres of unimproved land situated at the corner of Poplar Creek Road and Harding Road in Bellevue, Davidson County, Tennessee, shall be, and is hereby, divested out of her and vested absolutely in Mr. Webb. Mrs. Webb shall execute a quitclaim deed to Mr. Webb to accomplish this transfer. Mr. Webb shall assume responsibility for payment of the outstanding indebtedness relating to said real property, including an unsecured debt in the approximate amount of $3,000 to Third National Bank, Nashville, Tennessee, and shall indemnify and hold Mrs. Webb harmless from any liability therefor. The property in question is more fully described as follows:

> Tract 13
>
> Being Tract 13 in a division of the DeMoss Property in the 9th Civil District of Davidson County, Tennessee, described according to a survey by Barry Greer and Associates, dated September 5, 1978, as follows:

Beginning at a point in the northwest intersection of Old Harding Pike and Poplar Creek Road; thence with the margin of Poplar Creek Road westerly 447.66 feet to the common corner of tracts 12 and 13; thence with the line between said tracts North 03° 26' 31" West 506.51 feet to the common corner of tracts 12, 13 and 14; thence with the line between said tracts 13 and 14 South 73° 44' 44" West 712 feet to a point in the westerly margin of Old Harding Pike; thence with the same southwesterly 327.09 feet to the point of beginning containing 5 acres, more or less.

Being the same property conveyed to Bobby F. Webb and wife, Karen E. Webb by Emma Childress DeMoss Birthright, et al. of record in Book 5359, page 328 of the Register's Office of Davidson County.

13. All articles of household furnishings and personal property situated in the home at 7452 Stacy Drive, Nashville, Tennessee, or in Mrs. Webb's possession shall be, and are hereby, made the sole and separate property of Mrs. Webb, free of any claim by Mr. Webb, with the exception of the following-listed items, which shall be, and are hereby, made the sole and separate property of Mr. Webb, free of any claim by Mrs. Webb:

(a) Blue bedroom suite, including a bed, mattress, chest and dresser;

(b) Wash stand which came from his family;

(c) The pair of cotton scales, if they can be located by the parties;

Mr. Webb shall leave the bedroom suite and washstand at the Stacy Drive residence for a period of two months to enable Mrs. Webb to obtain replacements. Mr. Webb shall have access to photographs of Haylee for copying upon reasonble request to Mrs. Webb.

All articles of household furnishings and personal property situated at Mr. Webb's residence on Doral Country Drive or in his possession shall be, and are hereby, made his sole and separate property, free of any claim by Mrs. Webb with the exception of a pocket watch which belonged to Mrs. Webb's father. That watch shall be the sole and separate property of Mrs. Webb and shall be delivered to her by Mr. Webb within one week from and after execution of this Agreement.

14. Mr. Webb agrees that any and all right, title and interest he has in and to the 1978 Ford Thunderbird automobile operated by Mrs. Webb shall be, and is hereby, divested out of him and vested absolutely in her.

15. Any and all right, title or interest Mrs. Webb may have in the stock or assets of that certain business known as Trackwork Specialist, Inc. shall be, and is hereby, divested out of her and vested absolutely in Mr. Webb.

Mr. Webb agrees to indemnify and hold Mrs. Webb harmless from any and all liability she may have for any debt relating to the business of said company, including but not limited to, any liability she may have as a result of any guaranties executed by her on behalf of the business.

16. The parties acknowledge that they maintain no joint bank accounts. Each party relinquishes any claim he or she may have in and to the proceeds in individual checking or savings accounts maintained by the other party, and acknowledges that all such proceeds are the sole and separate property of the person in whose name each such account is maintained.

17. Mr. Webb shall pay court costs in the divorce proceedings heretofore instituted by Mrs. Webb.

18. Mr. Webb shall pay Mrs. Webb's attorneys, Farris, Warfield & Kanaday, the sum of $2,000.00 towards their fee for professional services rendered to her in negotiating this Agreement and in the divorce proceedings now pending.

19. Except as otherwise provided in this Agreement and except with respect to the joint VISA account, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for, or incurred, by him or her and further agrees to hold the other party harmless from any liability for such debts. Mr. Webb shall have sole and separate responsibility for payment of the outstanding balance on the joint VISA Account, and shall hold Mrs. Webb harmless for any liability therefor. Additionally, the parties agree that neither shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

20. In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

21. 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.

22. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court

for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties. It is further understood and agreed between the parties that the Fourth Circuit Court shall retain jurisdiction of their case for the purpose of adjusting periodic alimony and/or child support based on any change of circumstances which might arise in the future.

23. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to 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 except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Mrs. Webb and Mr. Webb, individually or jointly, or any property that either of them may acquire in the future.

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

25. 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.

26. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

27. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

28. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of divorce between the parties.

Karen Edwina Webb
KAREN EDWINA WEBB

Bobby Fred Webb
BOBBY FRED WEBB

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Linda K. Hardy, a Notary Public in and for the aforesaid State and County, KAREN EDWINA WEBB, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 14th day of November, 1983.

Linda K. Hardy
Notary Public

My commission expires: 7/21/85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Linda K. Hardy, a Notary Public in and for the aforesaid State and County, BOBBY FRED WEBB, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 14th day of November, 1983.

Linda K. Hardy
Notary Public

My commission expires: 7/21/85

504 [illegible] 50.00 CHECK

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against the defendant, Bobby Fred Webb.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

This the 15th day of November, 1983.

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MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

FARRIS, WARFIELD & KANADAY

By: _____
James G. Martin III

Attorney for Plaintiff,
Karen Edwina Webb

Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

JACKSON, TANNER & REYNOLDS

By: _____
Steven H. Strain

Attorney for Defendant
Bobby Fred Webb

216 Third Avenue, North
Nashville, Tennessee 37201

FELIX W. CONTI REGISTER
DAVIDSON COUNTY, TN
MAR 16 9 14 AM '84
IDENTIF. REFERENCE

109096

Docket No. 82D-3647 Minute Book 133A / page 832

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* KAREN EDWINA WEBB *Plaintiff, and* BOBBY FRED WEBB *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* 15 *day of* March *in the year one thousand nine hundred and* eighty-four *and in the* 208 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117