FILED

1983 AUG 29 PM 2:37

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE. ROOKER, CLERK

D.C.

156 R/906

BOOK 6262 PAGE 697

DEBORAH C. SHANKLE,
Plaintiff

vs.

DAVID S. SHANKLE,
Defendant

NO: 83D-434

RUSH

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
APR 3 9 04 AM '84

IDENTIF. REFERENCE

112972

FINAL DECREE

This cause came on to be heard on August 29, 1983, before the Honorable ~~Hamilton Gayden,~~ Joe P. Binkley, Special Judge of the First Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the plaintiff, the presentation to the Court of a signed Property Settlement, Child Custody and Child Support Agreement which the Court finds makes adequate and sufficient provision for the custody and support of the parties' minor children, and makes a fair and equitable division of the parties' jointly owned 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 on the ground of irreconcilable differences, and that the Property Settlement, Child Custody and Child Support Agreement entered into between the parties should be approved by this Court and incorporated into this Final Decree of Divorce.

It is therefore ORDERED that the plaintiff be, and she 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 and Child Support 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:

04/83 3415

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH C. SHANKLE, Plaintiff)
vs.) NO: 83D-434
DAVID S. SHANKLE, Defendant)

BOOK 6262 PAGE 698

PPOPERTY SETTLEMENT, CHILD CUSTODY AND CHILD SUPPORT AGREEMENT

THIS AGREEMENT is entered into by and between DEBORAH C. SHANKLE (hereinafter referred to as "Wife") and DAVID S. SHANKLE (hereinafter referred to as "Husband"), 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 Wife instituted divorce proceedings against the Husband, same being Civil Action Number 83D-434, in the First 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 settle their differences with respect to all property rights, child custody and child support 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. Wife will proceed to trial and obtain a divorce on the ground of irreconcilable differences.

2. Wife shall have the absolute care, custody and control of the parties' minor children, and Husband shall have visitation rights with said children every other weekend and two (2) nights during the week.

3. Husband shall pay to Wife as child support the amount of $70.00 per week, said payments to commence on the first Friday following the execution of this Agreement, and payable each Friday thereafter until the children reach majority.

4. Wife shall receive all right, title and interest in and to the parties' jointly owned home located at 320 Woodberry Drive, Nashville, Tennessee, and which is described as follows:

> Land in the Third Civil District of Davidson County, Tennessee, being Lot No. 78 on the Plan of Merry Oaks, of record in Book 1835, pages 67 and 68, said Register's Office.
>
> Said Lot No. 78 fronts 87 feet on the westerly side of Woodberry Drive extends back between parallel lines 200 feet to a dead line, measuring 87 feet thereon.
>
> Being the same property conveyed to David S. Shankle and wife, Deborah C. Shankle by deed from Wendell Edison and wife, Fay Edison, of record in Book 5474, page 109, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to a 20-foot easement for public utilities, 50-foot building setback line from Woodberry Drive and conditions of Owner's Certificate of record in Book 1835, pages 67 and 68, Register's Office for said County; and restrictive covenants of record in Book 1855, page 377, as amended in Book 1876, page 264, Register's Office for said County.

Husband shall be divested of all right, title and interest in and to the real property described above.

Wife further agrees that she will assume any remaining indebtedness on said home and will hold Husband harmless from repayment thereof. Wife further agrees that should she sell the home, she will reinvest the entire proceeds from said sale in another home of equal value.

Wife further agrees that until the minor children of the parties reach majority, she will not allow any male, other than a relative, to take up residence in said home.

5. The personal property of the parties has already been divided, and each party will receive all right, title and interest

in and to the items now in his or her possession or titled in his or her name, with the exception of the following items which are now in Wife's possession, but are, and shall continue to be, the exclusive property of the Husband: BOOK 6262 PAGE 700

Karts & all related parts & accessories.
All tools.
Stereo - records.
Books.
Trophies.
All personal effects & clothing.
Shortwave.
Items already in his possession.

It is agreed between the parties that the Husband shall remove these items from the home within one (1) year from the signing of this Agreement.

6. Wife will receive all right, title and interest in and to the 1976 BMW automobile which is titled in the names of both parties.

7. Husband will maintain the $20,000.00 life insurance policy which he currently has in force on his life and will designate the minor children as irrevocable beneficiaries thereof. Husband further agrees that he will transfer ownership of the Metropolitan Life Insurance policy on the Wife and minor children to the Wife, and Wife agrees that she will assume responsibility for all future premium payments on said insurance policy.

8. Wife currently has a family health insurance plan available to her through her place of employment, and she agrees to maintain coverage for the minor children so long as said coverage is available through her place of employment. If Wife no longer has health insurance available through her place of employment at comparable premium rates she is currently paying, Husband agrees that he will then immediately obtain health insurance coverage for said minor children. So long as Wife maintains health insurance coverage on the minor children, Husband agrees that he will pay one-half (1/2) of all medical and dental expenses not covered by Wife's insurance. If Husband is required to obtain health coverage for the

minor children according to the terms herein, Wife will be responsible for all medical and dental expenses not covered by insurance.

9. Wife agrees to pay her own attorney's fees, and Husband agrees to pay all court costs incident to the divorce 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 attorney's fees, incurred in prosecuting the action.

12. 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.

13. 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.

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.

Deborah C. Shankle
DEBORAH C. SHANKLE, "Wife"

David S. Shankle
DAVID S. SHANKLE, "Husband"

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 DEBORAH C. SHANKLE, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

This 27th day of July, 1983.

NOTARY PUBLIC

My Commission Expires:

1/18/87

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 DAVID S. SHANKLE, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

This 20th day of July, 1983.

NOTARY PUBLIC

My Commission Expires:

Jan. 18, 1987

Entered this 29 day of August, 1983.

Joe P. Brickley
JUDGE

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. David S. Shankle, Defendant, at 2926 Donna Hill Drive, Nashville, Tennessee 37214, on this 29 day of August, 1983.

Rose Palermo
Rose Palermo

83D-434 August 29, 1983 156B/906

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* ~~xxxxxxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* DEBORAH C. SHANKLE, *Plaintiff, and* DAVID S. SHANKLE, *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* third *day of* April *in the year one thousand nine hundred and* eighty-four *and in the* two hundred eighth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. L. Rowland, *D. C.*

Form #GR-117