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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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JOSE L. ROCKER, CLERK

Map 161-2
Par. 58 Is

CAROL ANNE STORY)
)
vs.) No. 83D-3740
)
ROBERT DAVID STORY)

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FINAL DECREE

This cause came on to be heard on this 27th day of February, 1984, before the Honorable Hamilton Gayden, Judge of the First Circuit Court of Davidson County, Tennessee, upon the petition of Carol Anne Story for absolute divorce against Robert David Story, the testimony of Carol Anne Story in open court that there are irreconcilable differences between her and the defendant, Robert David Story, the statement of counsel for Carol Anne Story, the entire record in this cause, and a certain ten-page child custody and property settlement agreement duly and properly executed by and between Carol Anne Story and Robert David Story on or about November 8, 1983, approved for entry by counsel for the plaintiff, subject to the approval of the Court, whereupon the Court found that Carol Anne Story is entitled to an absolute divorce on the grounds of irreconcilable differences, and approved the said ten-page child custody and property settlement agreement in all respects, and accordingly it is the judgment of the Court, and, accordingly,

It is therefore ORDERED, ADJUDGED, and DECREED that Carol Anne Story be and is hereby awarded an absolute divorce from the bonds of matrimony heretofore existing between her and the defendant, Robert David Story, and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED, and DECREED that the said ten-page child custody and property settlement agreement entered into by and between the parties, duly and properly executed by the parties, and notarized, be and the same is hereby approved in all respects, is the judgment of the Court, and is incorporated herein by reference and attached hereto as part of this final decree and judgment of the Court.

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GEORGE L. [illegible] R, CLERK

CHILD CUSTODY AND

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of November, 1983, by and between the parties, CAROL ANNE C. GILMORE STORY, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "WIFE", and ROBERT DAVID STORY, also a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "HUSBAND":

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W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 18th day of August, 1962, and have maintained residence in Davidson County, Tennessee, since their marriage; and

WHEREAS, there have been two children born of the marriage of HUSBAND and WIFE, to wit, Micheal Todd Story, twenty (20) years of age, and James David Story, sixteen (16) years of age; and

WHEREAS, WIFE contemplates filing a petition for divorce in the ircuit Court for Davidson County, Tennessee; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the minor children of the parties between themselves and also to settle their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and by WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is

the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That the absolute and exclusive care, custody and control of said minor child of the parties, James David Story, is hereby given and relinquished by HUSBAND to WIFE with liberal and reasonable visitation privileges in HUSBAND as follows:

(a) Every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday, with HUSBAND picking up said minor child promptly and returning said minor child promptly to WIFE;

(b) Summer visitation privileges in HUSBAND to be agreed upon by and between HUSBAND and WIFE clearly and expressly in the best interest of said minor child, said visitation privileges to accommodate both the working and vacation schedules of both HUSBAND and WIFE and the summer activities of said minor child;

(c) Every other Thanksgiving weekend from 5:00 p.m. on Wednesday before Thanksgiving Day until 2:00 p.m. on Sunday following Thanksgiving Day, with HUSBAND to begin said Thanksgiving weekend visitation privileges in 1983, and in odd-numbered years thereafter;

(d) For one full week of the regular Christmas vacation of said minor child, including Christmas Day in even-numbered years, beginning Christmas, 1984;

(e) For one-half ($\frac{1}{2}$) of the regular Spring or Easter vacation of said minor child;

(f) Every Father's Day, provided that WIFE have said minor child every Mother's Day; and

(g) At such other times and places as both HUSBAND and WIFE clearly and expressly agree, again in the manifest best interest of said minor children.

3. That in the event that HUSBAND is unable to exercise any of his said visitation privileges, that he shall notify WIFE immediately upon his realization that he cannot exercise some part

or all of his said visitation privileges with said minor child of the parties so that WIFE shall have the first option to have said minor child remain in her care, custody and control, rather than placing said minor child of the parties with anyone other than one of his parents.

4. That HUSBAND and WIFE hereby acknowledge that they are spiritually, morally, ethically and legally bound to said minor child, and further shall continue to cooperate with each other in the exercise of this child custody and property settlement agreement in such manner and to such an extent that both HUSBAND and WIFE are encouraging a whole and healthy relationship by and between said minor child and both of his parents, and shall continue to cooperate with each other in the manifest best interest of said minor child, keeping each other informed of school activities and special events for said minor child, so as to guarantee the child's involvement in normal activities for children his age, making reasonable efforts to communicate plans in advance so as to minimize confusion that might upset the child, with each parent encouraging the exercise of said visitation privileges with said minor child under this agreement, so as to create and to maintain a stable relationship between said child and both HUSBAND and WIFE and between themselves.

5. That HUSBAND shall pay directly to WIFE the sum of Two Hundred Sixty-Six and 66/100 ($266.66) Dollars per month as necessary and reasonable child support for said James David Story, who will be eighteen (18) years of age on December 9, 1984, beginning immediately upon the execution of this agreement, and HUSBAND shall make all said child support payments by check, promptly, without fail, keeping his cancelled checks as his receipt therefor and as a perfect accounting of said child support payments, based on his net monthly income from all sources of Two Thousand ($2,000) Dollars.

6. That HUSBAND shall claim said minor child of the parties, James David Story, as an exemption on his federal income tax return each and every year, and WIFE shall not claim said minor child as an exemption on her federal income tax return, so long as HUSBAND is supporting said minor child by more than 50% of said minor child's necessary and reasonable living expenses.

7. That HUSBAND shall pay directly to WIFE Six Hundred ($600) Dollars each month as alimony in futuro until WIFE either remarries or dies, in either of which events said alimony in futuro will cease, said monthly alimony payments being made by HUSBAND by check, with HUSBAND retaining his cancelled checks as his receipt for payment therefor, and as a perfect accounting of said alimony payments, and HUSBAND and WIFE hereby clearly and expressly agree that all said alimony payments shall not be reduced under any circumstance or for any reason, and in the event that HUSBAND dies before WIFE either remarries or dies, that said monthly alimony payments shall be binding on the estate of HUSBAND, and HUSBAND and WIFE hereby agree that said monthly alimony payments shall be deductible for Internal Revenue Service purposes to HUSBAND, and shall be income to WIFE. HUSBAND and WIFE hereby agree to file a joint income tax return for 1983, and HUSBAND will pay any 1983 income tax.

8. All right, title and interest of HUSBAND in and to the real estate which is the home of the parties located at 465 Westcrest Drive, Nashville, Davidson County, Tennessee, and more particularly described immediately hereinafter, be divested out of HUSBAND and be vested absolutely and unconditionally in WIFE, as part of the division of the marital property of HUSBAND and WIFE:

> Land in Davidson County, Tennessee, being Lot No. 50 on the Plan of McMurray Hills, of record in Book 3700, page 5, Register's Office for said County.
>
> Said Lot No. 50 fronts 85.0 feet along the southwesterly side of Westcrest Drive, measures 39.3 feet around the curve at the intersection

of Westcrest Drive and Ashley Drive, and fronts 104.5 feet on the northwesterly side of Ashley Drive, and measures 114.0 feet on the rear line and 140.0 feet on the northwesterly line.

Being the same property conveyed to Robert D. Story and wife, Anne G. Story, from Frank P. DeMoor and wife, Delores Marie DeMoor, by warranty deed of record in Book 4245, page 259, Register's Office for Davidson County, Tennessee,

with WIFE assuming all responsibility and liability for the payment of a certain mortgage indebtedness in the original principal sum of Twenty Thousand Five Hundred ($20,500) Dollars payable to Dobson & Johnson, Inc., in monthly installments of One Hundred Sixty-Eight ($168) Dollars each, which payment includes taxes and insurance, and with WIFE assuming all responsibility and liability for the maintenance, improvements of any nature whatsoever, and the sale of said real estate in her absolute and unconditional discretion.

9. That all right, title and interest of HUSBAND in and to a certain 1982 Buick Regal automobile, registered in the name of HUSBAND, and being driven by and in the possession of WIFE, be divested out of HUSBAND and be vested in WIFE, with WIFE assuming all responsibility and liability for the payment of said automobile in monthly installments of Two Hundred Eighty-Four ($284) Dollars to GMAC; and likewise, all right, title and interest of WIFE in and to a certain 1982 Chevrolet Camaro automobile, also registered in the name of HUSBAND, and being driven by and in the possession of HUSBAND, be divested out of WIFE and be vested absolutely and unconditionally in HUSBAND, with his assuming all responsibility and liability for the payment of any chattel mortgage on said automobile.

10. That HUSBAND will maintain and keep in full force and effect and pay all the necessary premiums on two certain policies of insurance upon his life as follows:

(a) Phoenix Mutual Life Insurance Company, policy no. 1,831,361 issued February 1, 1972, in the face amount of Ten Thousand ($10,000) Dollars, and payable to WIFE as beneficiary;

(b) Phoenix Mutual Life Insurance Company, policy no. 1,964,322 issued March 1, 1976, in the amount of Fourteen Thousand ($14,000) Dollars, and payable to WIFE as beneficiary;

(c) Phoenix Mutual Life Insurance Company, policy no. 1,932,911 issued April 1, 1975, in the amount of Ten Thousand ($10,000) Dollars on the life of Michael T. Story, which policy is payable to HUSBAND as beneficiary, but which HUSBAND and WIFE hereby agree to change so that HUSBAND and WIFE are equal beneficiaries;

(d) Phoenix Mutual Life Insurance Company, policy no. 1,932,912 issued April 1, 1975, insuring the life of James D. Story in the amount of Ten Thousand ($10,000) Dollars, and also payable to HUSBAND as beneficiary, but again which HUSBAND and WIFE hereby agree to change so that both HUSBAND and WIFE are equal beneficiaries under said policy, immediately upon execution of this agreement;

(e) That HUSBAND will continue to procure insurance upon his life in at least the amount of Twenty-Six Thousand ($26,000) Dollars, either through his employment or otherwise, so that the total amount of insurance upon his life to secure the alimony provisions of this agreement shall equal Fifty Thousand ($50,000) Dollars or more;

and HUSBAND and WIFE hereby further agree to change the ownership of the first two policies mentioned immediately hereinabove from HUSBAND to WIFE, so that WIFE will be notified of the payment of said premiums when due, all of this provision to secure the alimony provisions of this agreement, and further that HUSBAND shall notify WIFE in writing at least once a year on or before December 1 of each year, beginning December 1, 1984, that said insurance is in full force and effect, or otherwise provide WIFE satisfactory proof of said insurance.

11. That HUSBAND shall maintain and keep in full force and effect and pay the necessary premiums for a major medical hospitalization insurance program, either through his employment or otherwise, for the use and benefit said minor child of the parties, James David Story, and WIFE will submit directly to HUSBAND any and all medical expenses on behalf of said minor child within ten days after receipt of said medical expenses, so that

HUSBAND may turn the same over to his major medical hospitalization insurance carrier for payment, and HUSBAND hereby agrees to pay any difference between such insurance coverage and the actual medical expense incurred, including dental expenses, and HUSBAND hereby agrees to maintain this major medical hospitalization insurance for said minor child through the 22nd birthday of said child, or on December 9, 1988.

12. That HUSBAND hereby assumes all responsibility and liability for the payment of all outstanding debts and bills incurred by HUSBAND and WIFE prior to any final decree of divorce dissolving the marriage of HUSBAND and WIFE, provided that HUSBAND is aware of said debts and bills before said final decree of divorce, and HUSBAND will continue to pay all necessary living expenses of WIFE and said minor child, the same as he is now doing, until said final decree of divorce is entered and this agreement is effective.

13. That HUSBAND and WIFE hereby agree that a certain American Telephone & Telegraph Company certificate of stock no. ZQ1934-5884 representing thirty-nine (39) shares and a subsequent certificate of stock representing one hundred twenty (120) additional shares, or a total of one hundred fifty-nine (159) shares of American Telephone & Telegraph Company stock, shall be owned by both HUSBAND and WIFE equally, the present fair market value of said stock being Sixty-One ($61.00) Dollars per share, or a total of Nine Thousand Six Hundred Ninety-Nine ($9,699.00) Dollars, but that HUSBAND shall own all shares of stock over and above said one hundred fifty-nine (159) total shares which he acquires through his employment or otherwise, so that HUSBAND has a total stock value at this time of Four Thousand Eight Hundred Forty-Nine and 50/100 ($4,849.50) Dollars, and likewise WIFE also has a total stock value in said stock in the amount of Four Thousand Eight Hundred Forty-Nine and 50/100 ($4,849.50) Dollars, with HUSBAND transferring the ownership of seventy-nine (79) shares of said

stock to the name of WIFE as soon as conveniently possible and before said final decree of divorce, so that eighty (80) shares of said stock is in the name of HUSBAND and seventy-nine (79) shares of stock is in the name of WIFE.

14. That HUSBAND will pay WIFE's reasonable attorney's fee at the rate of Seventy-Five ($75) Dollars per hour, and reimburse WIFE a Five Hundred ($500) Dollar retainer fee paid by WIFE to J. L. Thompson, III, attorney, and the court costs incurred in this action.

15. It is understood and agreed between the parties that this agreement shall be included verbatim in any final decree entered therein. This agreement shall be construed to be a complete and final settlement of all property rights, alimony, homestead and support obligations between the parties, and all other obligations arising out of the marital relation except for the rights specifically given in this agreement.

16. It is understood and agreed that each of said parties may, from and after this date, and at all times thereafter, purchase, acquire, inherit, hold, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring said property.

17. It is mutually agreed and understood between the parties as part of the consideration for the execution of this instrument, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the agreements entered into under this contract.

18. Both HUSBAND and WIFE acknowledge that the provisions of this child custody and property settlement agreement are

fair, adequate and satisfactory to both HUSBAND and WIFE, and both HUSBAND and WIFE accept this agreement in full and final settlement of all claims and demands against each other, and both HUSBAND and WIFE hereby release and discharge each other from any and all such claims and demands except as provided in this agreement. It is further clearly and expressly understood by both HUSBAND and WIFE and agreed by and between them that this child custody and property settlement agreement is entered into without any undue influence, fraud, coercion, or misrepresentation by either HUSBAND or WIFE or the attorney of record for HUSBAND or the attorney of record for WIFE.

IN WITNESS WHEREOF, the parties have read this instrument, and each and every word of it, are familiar with the contents hereof, and have signed their names this 7th day of November, 1983.

Carol Anne Gilmore Story
CAROL ANNE GILMORE STORY

Robert David Story
ROBERT DAVID STORY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named CAROL ANNE GILMORE STORY, with whom I am personally acquainted and who acknowledged that she executed the foregoing agreement for the purposes contained therein. Witness my hand and official seal at Nashville, Tennessee, this 7th day of November, 1983.

Preston A Sanders
NOTARY PUBLIC

My commission expires Jan 20, 1985

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ROBERT DAVID STORY, with whom I am personally acquainted, and who acknowledged that he executed the foregoing agreement for the purposes contained therein. Witness my hand and official seal at Nashville, Tennessee, this 17th day of November, 1983.

Preston A. Sanders
NOTARY PUBLIC

My commission expires Jan 20, 1985

APPROVED FOR ENTRY:

J. L. THOMPSON, III, Attorney for
Carol Anne Gilmore Story

The costs of this cause are taxed against the defendant, Robert David Story, for which execution may issue, if necessary.

ENTER this 1st day of March, 1984.

JUDGE

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APPROVED FOR ENTRY:

J. L. THOMPSON, III, Attorney
for Carol Anne Story

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing final decree has been mailed this 27th day of February, 1984, to Robert David Story, 465 Westcrest Drive, Nashville, Tennessee, 37211.

MAIL ENVL

IDENTIF. REFERENCE

APR 13 2 50 PM '84

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

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83D-3740 157C/1784

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* Carol Anne Story *Plaintiff, and* Robert David Story *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* 10th *day of* April *in the year one thousand nine hundred and* eighty-four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. C.