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GEORGE L. ROGERS, CLERK

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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KEITH DALTON DICKERSON

Plaintiff

VS. No. 83D-1401

MARY JO DICKERSON

Defendant

MNP 43-9
Par 93 JS

FINAL DECREE

This cause came to be heard on the 30 day of January, 1983, before the Honorable Hamilton Gayden, Judge for the First Circuit Court of Davidson County, Tennessee, upon the original Complaint for Divorce, as heretofore filed, testimony of the Plaintiff, Keith Dalton Dickerson on grounds of irreconcilable differences, statements of counsel, and the entire record, from all of which it appeared to the satisfaction of the Court, that the Plaintiff should be entitled to a Divorce on the grounds of irreconcilable differences.

It further appears to the Court that the Parties have entered into a Property Settlement Agreement, which Property Settlement Agreement is found to be fair and will be the order of this Court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the Plaintiff, Keith Dalton Dickerson, and the Defendant, Mary Jo Dickerson , are herein now and forever perpetually dissolved, and the Plaintiff, Keith Dalton Dickerson, is awarded an Absolute Divorce from the Defendant, Mary Jo Dickerson.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parties have entered into a Property Settlement Agreement to wit:

PROPERTY SETTLEMENT AGREEMENT

There is now pending in the Circuit Court for Davidson County, Tennessee, a dicorce styled Keith Dalton Dickerson vs. Mary Jo Dickerson the same being docket number 83D-1401 and it appears that the parties are unable to reconcile their differences and it would be to their mutual benefit that the parties settle their differences as to the division of property and they have entered into the following agreement.

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37072

WITNESSETH:

For and in consideration of the promises, the mutual agreements made herein one to the other and other good and valuable considerations, the parties hereto agree as follows:

WHEREAS, HUSBAND and WIFE were married on the 29th day of June, 1963, in Davidson County, Tennessee, and have maintained residence in Davidson County, Tennessee, since their marriage; and

WHEREAS, there has been one child born of the marriage of HUSBAND and WIFE, to wit, Brian Keith Dickerson, sixteen (16) years of age; and

WHEREAS, HUSBAND has filed a petition for divorce in the First Circuit Court for Davidson County, Tennessee, on or about May 4, 1983, under appearance number 83D-1401; 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 child 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 decress 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 the said minor child of the parties, Brian Keith Dickerson, is hereby given and relinquished by HUSBAND to WIFE, with reasonable visitation privileges in HUSBAND.
3. 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

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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.

4. That HUSBAND shall pay directly to WIFE the sum of Three Hundred ($300) Dollars per month as reasonable child support, in equal installments of One Hundred Fifty ($150) Dollars on or before the 1st and 15th days of each month, beginning upon the granting of any decree of divorce dissolving the marriage of HUSBAND and WIFE, 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.

5. That HUSBAND shall claim said minor child of the parties 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 returns.

6. All right, title and interest of HUSBAND in and to the real estate which is the home of the parties located at 233 Cumberland Avenue, Madison, Davidson County, Tennessee 37115, 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. 15, Block D. on the Map of Woodlawn
Estates, of record in Book 843, page 82, Register's Office for
Davidson County,

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M I N U T E S, ON THE THIRTIETH DAY OF JANUARY, 1984.

Tennessee.

Said Lot fronts 50 feet on the north side of Cumberland Avenue and runs back between parallel lines 165 feet to a dead line.

Being the same property conveyed to Keith D. Dickerson and wife, Mary Jo Dickerson, by Lee R. Cummings and wife, Rebecca M. Cummings, by Warranty Deed of record in Book 4173, page 358, Register's Office for Davidson County, Tennessee.

with WIFE assuming all responsibility and liability for the payment of the first mortgage indebtedness, the balance of which is approximately Five Thousand ($5,000) Dollars and payable to the Lomas & Nettleton Company in monthly installments of One Hundred Two ($102) Dollars, and with HUSBAND assuming all responsibility and liability for the payment of the second mortgage indebtedness, the balance of which is approximately Twenty-Two Thousand Dollars ($22,000), to the City Finance Company in monthly installments of Two Hundred Ninety-Five ($295) Dollars, and HUSBAND hereby agrees to hold WIFE harmless for the payment of the same second mortgage indebtedness, including a reasonable attorney's fee.

7. That all the right, title and interest of HUSBAND in and to all the personal property now located at the home of the parties located at 233 Cumberland Avenue, Madison, Tennessee, including but not limited to all the furniture, furnishings, appliances, drapes, carpets, pictures, books, linens, dishes, silver, cooking utensils, and all other personal property be divested out of HUSBAND and be vested in WIFE as her property, absolutely, exclusively and without limitation or condition of any nature whatsoever, except that all right, title and interest of WIFE in and to all of HUSBAND's clothes, tools, guns and any other property listed on Exhibit B, attached hereto, be divested out of WIFE and be vested absolutely and unconditionally in HUSBAND. In the event there is any question concerning any personal property, Exhibit A for WIFE will also be attached hereto.

8. That all right, title and interest of HUSBAND in and to a certain 1976 Pontiac automobile registered in the name of wife and being driven by and in the possession of WIFE, be divested out of HUSBAND and be vested in WIFE, with WIFE assuming all

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MINUTES, ON THE THIRTIETH DAY OF JANUARY, 1984.

responsibility and liability for the payment of said automobile in monthly installments of Ninety and 32/100 ($90.32) Dollars; and likewise, all right, title and interest of WIFE in and to a certain 1982 Chevy Truck 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 truck.

9. That HUSBAND will maintain and keep in full force and effect and pay all the premiums on a certain policy or policies of insurance upon his life in the amount of at least Fifteen Thousand ($15,000) Dollars decreasing term or permanent insurance, naming and continuing to name WIFE as beneficiary permanently, and further HUSBAND will notify WIFE in writing at least once a year, on or before December 1, of each year, beginning December 1, 1983, that said insurance is in full force and effect, or otherwise provide WIFE with satisfactory proof of said insurance.

10. That HUSBAND will also maintain and keep in full force and effect and pay the premiums for a certain major medical hospitalization insurance program either through his employment or otherwise, for the use and benefit of said minor child of the parties, and WIFE will submit directly to HUSBAND any and all medical expenses on behalf of said minor child within ten (10) 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.

11. The 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 the 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 child custody and

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property settlement agreement is effective.

12. That HUSBAND will pay WIFE'S reasonable attorney's fee in the amount of One Hundred Eighty Dollars ($180.00) and reimburse WIFE Five Hundred ($500) Dollar retainer fee paid by WIFE to J. L. Thompson, III, attorney, and the court costs incurred in this action.

13. 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.

14. 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.

15. 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.

16. 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 and 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 thereof, and have signed their names this 28th day of December, 1983.

/s/ MARY JO DICKERSON
Mary Jo Dickerson

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 Mary Jo Dickerson, 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 28th day of December, 1983.

/s/ ROBERT J. SMITH
Notary Public

MY COMMISSION EXPIRES:

4-21-85

/s/ KEITH D. DICKERSON
Keith Dalton Dickerson

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 Keith Dalton Dickerson 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 10th day of December, 1983.

/s/ David E. Mead
Notary Public

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MY COMMISSION EXPIRES:

10-20-85

It is found by the Court that the Property Settlement Agreement entered into by the parties has made adequate and sufficient provision for custody and maintenance of the parties' minor Brian Keith Dickerson.

The Court further finds that the Property Settlement Agreement makes an equitable settlement of any property rights between the Parties.

It is found by the Court that the above Property Settlement is fair to all parties concerned and that, therefore, same is made an Order and Judgment of this Court.

ENTERED this 30 day of Jan, 1984.

Hamilton Gayden, Judge

David E. Mead
Attorney for Plaintiff

Jack L. Thompson, III
Attorney for Defendant

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MINUTES, ON THE THIRTIETH DAY OF JANUARY, 1984.

EXHIBIT A FOR WIFE

Kitchen

washer and dryer
table and chairs
dishes, silverware
stove and refrigerator
black and white television
freezer

Living Room

Lazy Boy chair
stereo
couch
color television
end tables and lamps
pictures and clock
rocking chair
air conditioner

Bedroom

bedroom suite
night stands
pictures and plaques

Bedroom

antique bed
wash stand
stool
dresser

Bedroom

bed
chest
desk

Miscellaneous

lawn mower
lawn chairs

EXHIBIT B FOR HUSBAND

HUSBAND's clothes

HUSBAND's guns

pictures and things from HUSBAND's lodge

tools

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RUSH

IDENTIF. REFERENCE

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FELIX WILSON II REGISTER
DAVIDSON COUNTY, TN

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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* True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Keith Dalton Dickerson *Plaintiff, and* Mary Jo Dickerson *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* 2nd *day of* May *in the year one thousand nine hundred and* Eighty-Four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Searcy, *D. C.*

Form #GR-117