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BOOK 6468 PAGE 148

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMIE LOU KEITH BRANTLEY,

Plaintiff and Counter-Defendant,

vs.

JAMES THORNTON BRANTLEY,

Defendant and Counter-Plaintiff.

No. 82D-2302

2 OU 14809
MRP 148-16 Par. 20

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 4th day of September, 1984, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court of Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Plaintiff, and it appearing to the Court as evidenced by signature of the respective parties' counsel set forth below that all matters in controversy between them have been compromised and settled and that the Defendant desires to withdraw his Answer and Counter-claim so as to allow this case to proceed on a non-contested basis on the grounds of irreconcilable differences.

Thereafter, this cause came on to be heard on the testimony of the Plaintiff in open court, the Child Custody, Support and Property Settlement Agreement dated ~~August~~ September 4, 1984, entered into between the parties, statements of counsel and the entire record and from all of which the Court finds that there exists between the parties irreconcilable differences and the parties have entered into an agreement that has made an adequate and sufficient provision for the custody and maintenance of the minor children of this marriage and constitutes an equitable settlement of all property rights between the parties. The Court accordingly finds that the Plaintiff should be granted an absolute divorce on the grounds of irreconcilable differences and that the Child Custody, Support and Property Settlement Agreement entered into by and between the parties should be incorporated into and made a part of this Decree, said Agreement being in words and figures as follows:

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This agreement entered into this 4th day of September, 1984, by and between JAMIE LOU KEITH BRANTLEY, hereinafter referred to as "WIFE", and JAMES THORNTON BRANTLEY, hereinafter referred to as "HUSBAND";

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties that have led to the filing of a Complaint for Absolute Divorce by the WIFE in the Circuit Court of Davidson County, Tennessee, under Docket No. 82D-2302; and

WHEREAS, the parties desire to enter into this agreement for purposes of making an adequate and sufficient provision for custody and maintenance of the children of the marriage and for an equitable settlement of all matters of property and support; and

WHEREAS, the parties desire to have this Property Settlement Agreement made a part of the Final Decree of Divorce as ultimately entered in this matter.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Household Furnishings. WIFE shall receive as her sole and absolute property all of the household furnishings and other miscellaneous personal property, presently in the parties' residence at 814 Reeves Road, Antioch, Tennessee except for the following items which the HUSBAND shall receive as his absolute property: Budweiser and Strohs mirrors (in den), all record albums purchased by HUSBAND (including Jimmy Buffet, Johnny Cash, Pink Floyd and Sandy Nelson), one workbench (not bolted down), all t-shirt transfers belonging in HUSBAND's business partnership together with all transfer equipment, all personal papers relating solely to the HUSBAND, all of HUSBAND's tools, grinders, motorcycle parts, chain saw and building materials. The aforesaid items of personal property shall be vested solely in the HUSBAND and all right, title and interest in the same is and shall be divested

from the WIFE. All other household furnishings shall be divested from the HUSBAND and vested solely in the WIFE.

2. Automobiles. The HUSBAND shall have as his sole and absolute property the 1973 one-half ton pick-up truck and the 1968 Triumph motorcycle. All right, title and interest in said vehicles is divested from WIFE and vested solely in HUSBAND. WIFE shall have as her absolute property the 1973 Ford Grand Torino. All right, title and interest in said vehicle is divested from HUSBAND and vested solely in WIFE. From and after the date of this agreement, each party shall be responsible for maintaining their own liability and physical damage insurance on said vehicles. Each party agrees to hold harmless and indemnify the other party for any claims or damages arising from the operation of their respective vehicles. HUSBAND shall also have the right to remove from the premises a 1966 Oldsmobile automobile belonging to DALE SCHMIDLING. The HUSBAND agrees to remove this vehicle from the premises within thirty days from the date of this agreement or otherwise he will have been deemed to abandon the same for the WIFE's disposal in such manner as she sees fit.

3. Child Support Arrearage. On January 27, 1984, by Order entered in Minute Book 127C, page 2432, the Third Circuit Court entered an Order of pendente lite support providing for payments of One Hundred Dollars ($100.00) per week. The HUSBAND is One Thousand One Hundred Dollars ($1,100.00) in arrears on said payments. The parties are in agreement that Four Hundred Dollars ($400.00) of this arrearage should be forgiven and that the balance should be paid by the HUSBAND's payment of an additional Five Dollars ($5.00) per week paid each and every Friday commencing Friday, September 7, 1984. This payment shall be made in addition to the child support payment provided for in the following paragraph.

4. Child Support. HUSBAND agrees to pay child support to the WIFE for the two minor children of the parties in the sum of Seventy-Five Dollars ($75.00) per week. Said payments take into consideration the fluctuating income of the HUSBAND at his present employment. Said payments shall be made directly to the

WIFE and payable each and every Friday commencing Friday, September 7, 1984.

5. Custody and Visitation. The WIFE shall have absolute custody of the two minor children of the parties, JENNIFER TIFFANY BRANTLEY, currently age twelve (12), and KARYN KHRISTINA BRANTLEY, currently age nine (9). The HUSBAND shall have visitation with said children at reasonable times and places upon at least twenty-four (24) hours advance notice provided the children consent to said visitation.

6. Real Property. The WIFE shall receive as her sole and absolute property the real property of the parties located at 814 Reeves Road, Antioch, Tennessee, and more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 227 on the Plan of Debra Heights, Section II, as of record in Book 3700, page 39, Register's Office for said county. Said Lot No. 227 fronts 85 feet on the North side of Reeves Road, and runs back 134.12 feet on the East line and 150.58 feet on the West line to a dead line in the rear on which it measures 67.65 feet.
>
> Being the same property conveyed to James T. Brantley and Jamie K. Brantley by Deed of record in Book 4519, page 873, Register's Office of Davidson County, Tennessee.

All right, title and interest in the foregoing real property is divested from the HUSBAND and vested solely in the WIFE. From and after the date of execution of this agreement, the WIFE shall have sole responsibility for the mortgage payments to DOBSON & JOHNSON, INC. The WIFE shall hold the HUSBAND harmless and indemnify him from any claims resulting from any pre-existing liability that he has for the mortgage payments. WIFE shall further be solely responsible for insurance, taxes and maintenance for the aforesaid real property from and after the date of this agreement.

7. Income Tax Dependents. So long as the HUSBAND is current on his child support obligations as provided for herein, he shall be allowed to claim both of the minor children as dependents for income tax purposes. Notwithstanding the foregoing, in the event the WIFE ceases to receive Social Security disability

and resumes employment, she shall be allowed to claim as a dependent for tax purposes KARYN KHRISTINA BRANTLEY commencing with the year of her employment.

8. Chapter 13 Plan. The parties presently have pending in the United States Bankruptcy Court for the Middle District of Tennessee a Chapter 13 Wage Earner Plan. The HUSBAND agrees to be responsible for the payments owing under said Plan and agrees to fully pay and discharge the obligations in the United States Bankruptcy Court pursuant to the provisions of said Plan. The WIFE agrees that she will not add any new obligations to this Plan from and after the date of this agreement. The parties agree that the HUSBAND may seek such modification as he desires with regard to the amount of the payments to said Plan so long as it does not increase the life of the Plan or prevent a discharge of the scheduled debts.

9. Pistol. The WIFE currently has in her possession a certain antique handgun which she is agreeable for the HUSBAND to have provided that he tender to her a new handgun of comparable quality and caliber in exchange for the same. The HUSBAND further agrees that as to said replacement handgun, he shall have good and clear title to the same and the same shall be free and clear from the claims of any other person.

10. Health and Life Insurance. The parties agree that the WIFE is uninsurable for health insurance purposes unless a part of a group plan. The WIFE is presently covered under the HUSBAND's group health insurance plan at his place of employment. He agrees to continue to provide health insurance coverage for his WIFE provided the same is permissible under the group health insurance plan. In the event the HUSBAND cannot insure the WIFE under his present plan, he shall not be obligated to provide health insurance coverage. If the HUSBAND changes employment, he will apply for coverage for the WIFE and, if permitted under the plan of any subsequent employer, will maintain health insurance on her. He shall not be obligated to provide insurance if it is not permitted under the group health insurance plan at his place of employment. The HUSBAND shall continue to maintain health

insurance coverage on the minor children of the parties. HUSBAND further agrees to maintain at all times during the minority of either of the minor children life insurance on his life in the face amount of Twenty-Five Thousand Dollars ($25,000.00) payable to the children as beneficiaries. This insurance is being maintained with the understanding that it would be used in lieu of child support in the event of the HUSBAND's death.

11. Attorney Fees. Each party shall pay their own attorney fees.

12. Court Costs. HUSBAND agrees to pay the court costs of this cause.

13. Execution. Both parties acknowledge that they have read and understand the foregoing Child Custody, Support And Property Settlement Agreement and entered into the same voluntarily, and of their own free act and will, without any undue influence or coersion from the opposite party or any third party. Both parties acknowledge that they have been represented by an attorney in the preparation of this agreement and the legal effect of this agreement has been fully explained to them by their respective attorney. The parties enter into this agreement for purposes of making a fair and equitable settlement of all matters of property, custody and support.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and date first written above.

Jamie Lou Keith Brantley
JAMIE LOU KEITH BRANTLEY

"WIFE"

James T. Brantley
JAMES THORNTON BRANTLEY

"HUSBAND"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lori Williams, a Notary Public in and for the county and state aforesaid, the within named JAMIE LOU KEITH BRANTLEY, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein stated.

Witness my hand and official seal at Nashville, Tennessee, this 9 day of September, 1984.

Lori Williams
NOTARY PUBLIC

My Commission Expires: 1/18/87

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Connie E. Calvert, a Notary Public in and for the county and state aforesaid, the within named JAMES THORNTON BRANTLEY, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein stated.

Witness my hand and official seal at Nashville, Tennessee, this 30th day of August, 1984.

[illegible]
NOTARY PUBLIC

My Commission Expires: March 27, 1988

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff be, and she is hereby granted an absolute divorce from the Defendant and the parties are restored to all rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Child Custody, Support and Property Settlement Agreement be, and the same is hereby made the order of this Court.

The costs are taxed against the Defendant for which execution may issue, if necessary.

Entered this 4th day of September, 1984.

JUDGE

APPROVED AND AGREED FOR ENTRY:

LARRY R. WILLIAMS
Attorney for the Plaintiff
and Counter-Defendant

DAVID A. HARRELSON
Attorney for the Defendant
and Counter-Plaintiff

FILED
JAN 4 10 49 AM 1985
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

IDENTIF. REFERENCE

I.7.47.07

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Third *Circuit Court for Davidson County, Tennessee, on the* 4th *day of* September, *19* 84, *in Case Number* 82D-2302 *between* Jamie Lou Keith Brantley *Plaintiff, and* James Thornton Brantley *Defendant, as same remains of record in Book* 129A, *Page* 10 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 4th *day of* January *in the year one thousand nine hundred and* eighty-five *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Karen Rooker *D.C.*

Form #GR-117