IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

59-16
for 230 days

FEB 21 1984

GEORGE L. ROOKER, Clerk

By [signature] Deputy

ANNIE ELIZABETH McKISSACK,

Plaintiff

vs.

JOHN EDWARD McKISSACK,

Defendant.

Case No.: 83D-940

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FINAL DECREE

This cause came on to be heard on this 20th day of February 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Wife's complaint for absolute divorce, Husband's answer and counter-complaint and Wife's answer thereto having been withdrawn, the testimony of Wife, statement of Wife's counsel and the entire record; and it appearing to the Court from the proof and the pleadings that irreconcilable differences exist between the Wife and the Husband; and that the Wife is entitled to an absolute divorce from the Husband; wherefore, her Complaint is accordingly sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That Wife, Annie Elizabeth McKissack, is hereby granted an absolute divorce from the Husband, John McKissack; that the bonds of matrimony heretofore existing between them be and the same hereby are absolutely and forever dissolved; and that the parties are hereby restored to all the rights and privileges of unmarried persons.

2. It is, further, ORDERED, ADJUDGED and DECREED by the Court and the Court affirmatively finds that the parties have made, by written agreement, adequate, sufficient and equitable provisions for the custody and maintenance of the minor child of the marriage and for the settlement of any property rights between them, and the said Property Settlement Agreement, as agreed by and between the parties, is hereby approved and made a part of this judgment as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANNIE ELIZABETH MCKISSACK, Plaintiff	)	BOOK 6498 PAGE 988
vs.	)	Case No.: 83D-940
JOHN EDWARD MCKISSACK, Defendant.	)	

PROPERTY SETTLEMENT

THIS AGREEMENT, made and concluded this 17th day of February, 1984, by and between Annie Elizabeth McKissack and John McKissack:

W I T N E S S E T H:

WHEREAS the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Custody

Wife shall have sole custody of the parties' minor child;

2. Visitation

Husband shall have right of visitation as follows:

(a) Every other weekend from 6:00 p.m. Friday to 6:00 p.m. Saturday;

(b) Four consecutive weeks each summer to include Husband's vacation period, except that Wife shall have the minor child one night each week for an overnight visit;

(c) The parties shall alternate Christmas Eve, Christmas Day, Thanksgiving Day, and Thanksgiving Friday, with Wife to have the minor child on Thanskgiving Friday and Christmas Day in 1984;

(d) Each party shall have the minor child for one-half the Christmas and spring vacation from school;

(e) Wife and Husband shall have the child on their respective birthdays, for one-half the child's birthday and the Wife on Mother's Day, the Husband on Father's Day;

3. Child Support

(a) Except as otherwise provided herein, Husband shall pay as child support $50 per week toward the support of the parties' minor child, said sum to be paid in cash or by personal check either directly, or be placed in the mail no later than one day after Husband receives his paycheck each week;

(b) During the 4 week period in which John McKissack has exclusive visitation with Johnna McKissack pursuant to Paragraph Two (2) herein, the child support payments to Wife shall be $25 per week instead of the $50 per week paid during the weeks when Wife is caring for Johnna in Wife's home.

4. Health Insurance

Husband is to maintain major medical insurance such as is currently in force on the parties' minor child Johnna until she reaches majority and to pay all healthcare costs of whatever kind for the minor child, except that Wife will consult with Husband before incurring any extraordinary healthcare costs except in an emergency. Husband agrees not to withhold his consent to the incurring of reasonably necessary healthcare costs.

5. Life Insurance

Husband is to maintain the life insurance now in effect on his life and to make and maintain all his minor children and the sole and equal beneficiaries of said life insurance, except that each child, as he or she reaches age eighteen, shall be dropped from said policy until the last child reaches age eighteen at which time Husband may add their names back and designate beneficiaries as he chooses;

6. Real Property

Wife and Husband shall jointly own their home property as tenants in common as follows:

(a) Wife shall have the sole right to live in the residence for so long as she chooses;

(b) Wife shall assume responsibility for the routine upkeep of the property and for the mortgage payments, taxes and insurance;

(c) Husband's interest as tenant in common shall have a value of $2,500;

(d) Any future sale of the parties' real property shall be at Wife's sole discretion. In the event, and only in the event, that the selling realtor decides that the making of repairs to the real property will most probably increase the sale price beyond the cost of the suggested repairs, then the parties shall seek and join in the execution of a second mortgage on the real property in an amount sufficient to pay for said repairs. Further, each party shall pay one-half of any monthly payment on said second mortgage until the residence is sold, at which time the balance shall be paid off from the proceeds of sale;

(e) Upon sale of the residence, Husband shall receive $2,500 free and clear, and Wife shall receive the balance of the net proceeds after payment of mortgage and expenses of sale;

(f) Wife does hereby hold Husband harmless from any liability whatsoever under the Deed of Trust as a result of Wife's failure to perform any mortgage, repair, maintenance, insurance or tax obligations on the residence currently occupied by Wife and held by the parties hereto as tenants in common.

(g) Wife hereby grants to her attorney, Mary Frances Lyle, a lien against her interest in the real property known as 608 Troy Court, Nashville, Davidson County, Tennessee, of record in Book 5424 page 246, Office of the Register of Deeds of Davidson County, Tennessee, said lien to secure an attorney's fee owed to Mary Frances Lyle by Wife for $1,398, said fee to be paid by Wife to Mary Frances Lyle out of her share of the proceeds of sale of the real property known as 608 Troy Court.

7. Costs

Husband shall pay the cost of this cause;

8. Attorney Fees

Each party shall pay his or her respective attorney fees;

9. Debts

(a) Husband shall pay the debt owed to GECC and hold Wife harmless on the same;

(b) Each party shall pay one-half the PLC and Master card debts at the rate of $50 per party per month with Husband to pay his $50 payment directly to Wife for application against the debts beginning March 1, 1984. Wife agrees to make no further use of Mastercard or the PLC and to provide Husband with copies of the monthly statement on each as evidence of payment and of the remaining balance. Each party agrees to hold the other harmless as to one-half the debt owed to PLC and Mastercard;

10. Automobiles

Each party shall receive the automobile now titled to him or her respectively, to pay any indebtedness on the same and to hold the other harmless;

11. Loan

Husband acknowledges he owes a debt of $500 to Wife for money she loaned him. He agrees to repay her at $25 per month with repayment to begin on the nearest payday to March 15, 1984.

12. Personal Property

Each party shall keep the personal property now in his or her possession except that Husband may specifically have the freezer, stereo, sofa bed and chair, and three glass tables, and Wife shall specifically have the range, refrigerator, washer, dryer, lawn mower, Kirby vacuum cleaner, grill and bar stools. Husband agrees to return to Wife the TV stand which has been is his mother's possession.

13. Income Taxes

(a) The parties agree to alternate claiming the parties' minor child as a federal income tax exemption with Wife to claim the child for 1984;

(b) The parties agree to divide evenly the 1983 income tax refund;

14. Future Indebtedness

Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

15. Cooperation

Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

16. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

17. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures.

Feb. 16, 1984
DATE

Annie Elizabeth McKissack
ANNIE ELIZABETH McKISSACK

2-17-84
DATE

John E. McKissack
JOHN EDWARD McKISSACK

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 16 day of February, 1987, before me personally appeared ANNIE ELIZABETH McKISSACK, to me known to be the person who executed the foregoing instrument in behalf of ANNIE ELIZABETH McKISSACK and acknowledged that she executed the same as the free act and deed of said ANNIE ELIZABETH McKISSACK.

NOTARY PUBLIC

My Commission expires 7/24/89.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 17 day of July, 1984, before me personally appeared JOHN EDWARD McKISSACK, to me known to be the person who executed the foregoing instrument in behalf of JOHN EDWARD McKISSACK and acknowledged that he executed the same as the free act and deed of said JOHN EDWARD McKISSACK.

Winnie Bray
NOTARY PUBLIC

My Commission expires 7-21-84.

3. That the costs are taxed to the Husband.

ENTER the 20th day of Feb, 1984.

Muriel Robinson
Muriel Robinson, Judge

Approved for Entry:

Mary Frances Lyle
Mary Frances Lyle
Attorney for Wife

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent to David C. Kipp, Jr., Suite 1520, One Commerce Place, Nashville, Tennessee 37239, on this 22nd day of February, 1984.

Mary Frances Lyle
MARY FRANCES LYLE

ORDERED THAT THIS COURT STAND ADJOURNED UNTIL SUCH OTHER PROCEEDINGS ARE ASSIGNED TO THIS COURT.

Muriel Robinson
JUDGE

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IDENTIF. REFERENCE

FEB 25 3 41 PM '85

REGISTER
DAVIDSON COUNTY, TN

Mail
Mary Lyle
1610 Parkway Towers
37219

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 21st *day of* February, *19* 84, *in Case Number* 83D-940 *between* Annie Elizabeth McKissack *Plaintiff, and* John Edward McKissack *Defendant, as same remains of record in Book* 135A, *Page* 458 *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* 25th *day of* February *in the year one thousand nine hundred and* eighty-five *and in the* 209th *year of American Independence.*

CIRCUIT COURT

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117