BOOK 5560 PAGE 739

1396/2103

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RANDALL ROYCE McCLINTOCK	§	
vs.	§	No. 84D-721
LESLEY PHIR KIDWELL McCLINTOCK	§	

FILED
'84 JUL 11 PM 1:05
GEORGE L. ... CLERK
D.C.

FINAL DECREE

This cause came on to be heard on the 18th day of June, 1984, before the Honorable Muriel Robinson, Judge, upon the Complaint for absolute divorce filed the Complainant, Randall Royce McClintock. Upon hearing testimony of Complainant, statements of counsel for Complainant, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is therefore, ORDERED, ADJUDGED AND DECREED that the Complainant, Randall Royce McClintock, is hereby awarded an absolute divorce from the Defendant, Lesley Phir Kidwell McClintock, on the grounds of irreconcilable differences, T.C.A. §36-801, et seq., as amended 1977, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, that they have made adequate and sufficient provision for the custody and support of the minor children at this time. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

MAP 148-14-0-258

PARCEL BK NO - 06 DV - 52568

J 0 6 1 2 3

IDENTIF. REFERENCE

MAY 20 11 05 AM '85

DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by RANDALL ROYCE McCLINTOCK, hereinafter referred to as "Husband" against LESLEY PHIR KIDWELL McCLINTOCK hereinafter referred to as "Wife", under Docket No. 840-721, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the ocher, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is a division of property by co-owners.

(4) TRIAL: Husband shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5). CUSTODY: There are two children born to this marriage, namely: Jason Randall McClintock, age 5, and Joshua Michael McClintock, age 1. It is agreed that the absolute care, custody and control of the two minor children shall be awarded to the Wife with reasonable visitation

privileges reserved to the Husband. These visitation privileges shall include the right to have the minor children every other weekend on Saturday and Sunday and ~~for two weeks each~~ two separate two week periods each R. Mcc. L.P.K.M.G summer.

(6) CHILD SUPPORT: Husband agrees to pay $350.00 per month for the support and maintenance of the minor children, said payments to be made directly to Wife.

(7) MEDICAL INSURANCE: Husband agrees to maintain in full force and effect hospital and medical insurance coverage for the two minor children until they attain their majority. Any medical, hospital, doctor or dental expense for the minor children not covered by insurance shall be paid one-half by Husband and one-half by Wife.

(8) LIFE INSURANCE: Husband presently has life insurance on his life in accordance with the attached Exhibit "A". He agrees that he will maintain this insurance with the children designated as the irrevocable beneficiaries thereof until the youngest child attains his majority.

(9) PERSONAL PROPERTY: All the household furniture and furnishings, appliances, and household goods shall become the sole and exclusive property of Wife.

(10) VEHICLES: Husband shall be awarded the 1982 Honda automobile and he shall be required to pay the balance of indebtedness thereon and hold Wife harmless from any responsibility thereon. Wife shall be awarded the 1983 Ford automobile, which was purchased for her by her father.

(11) PERSONAL CLOTHINGS AND EFFECTS: Each party shall receive his/her personal clothing, wearing apparel, jewelry, and additionally, Husband shall receive his guns, guitars, and camera equipment.

(12) REAL ESTATE: The parties are buying as tenants by the entirety a home at 304 Colemont Terrace, Antioch, Davidson County, Tennessee. It is agreed that all right, title and interest which the Husband has in and to the aforementioned home shall be divested out of him and the

sole and exclusive ownership in said property shall be vested in Wife in fee simple absolute ownership. Husband agrees to sign any and all deeds or documents necessary to carry out this transfer. Wife agrees to accept responsibility for the balance of mortgage indebtedness thereon and shall hold Husband harmless and indemnify him from any responsibility thereon.

(13) DEBTS: Husband agrees to accept responsibility for all outstanding indebtedness, including Master Charge, Texaco, and Visa, and hold Wife harmless and indemnify her from any responsibility thereon.

(14) INCOME TAX REFUND: Any income tax refund resulting from filing a joint return for 1983, shall be divided equally between the parties.

(15) ATTORNEY FEES: Each party shall be responsible for his or her own attorney fees.

(16) COURT COSTS: Husband agrees to pay the final court costs in connection with the granting of the divorce.

(17) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under §17(a) of the Bankruptcy Act, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Property Settlement Agreement.

(18) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this Agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor children and in the keepin with her accustomed standard of living and her reasonable requirements.

(19) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained

to the parties by their respective counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(20) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(21) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 7th day of March, 1984 as to the Wife, and the 2nd day of March, 1984 as to the Husband.

Lesley Phir McClintock
WIFE

Randall Royce McClintock
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named LESLEY PHIR KIDWELL McCLINTOCK, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 7th day of March, 1984.

Linda A. Estes
NOTARY PUBLIC

My C. E. 11-1-87.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named RANDALL ROYCE McCLINTOCK, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 2nd day of MARCH, 1984.

NOTARY PUBLIC

My C. E. 10-20-85

It is therefore, ORDERED, ADJUDGED AND DECREED that Paragraph Five (5) entitled CUSTODY, refers to visitation privileges every other weekend on Saturday and Sunday and two separate two week periods each summer and the Court clarified in open court and both parties agree that the every other weekend on Saturday and Sunday, included overnight Saturday night visits.

It is further ORDERED, ADJUDGED AND DECREED by the Court that all right, title and interest which the Complainant, Randall Royce McClintock, has in and to the real property of the parties located at 304 Colemont Terrace, Antioch, Davidson County, Tennessee, more specifically described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 104 on the Plan of Haywood Forest, Section 3, as of record in Book 5200, page 245, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> BEING part of the same property conveyed to Randall R. McClintock by deed from Bob Potter Company of record in Book 5627, Page 696, Register's Office for Davidson County, Tennessee.
>
> THIS transfer being made in accordance with the Final Decree of Divorce between Randall Royce McClintock and Lesley Phir Kidwell McClintock in the Fourth Circuit Court for Davidson County, Tennessee.

is divested from him and the sole and exclusive ownership in said property is vested in the Defendant, Lesley Phir Kidwell McClintock, in fee simple absolute, it being her responsibility to assume the balance of mortgage indebtedness thereon and to hold Husband harmless and indemnify him from any responsibility thereon.

The costs in this cause are taxed against the Complainant, Randall Royce McClintock, for all of which execution may issue if necessary.

Enter this 11th day of ~~June~~ July, 1984.

MURIEL ROBINSON, JUDGE

APPROVED:

JACKSON, TANNER & REYNOLDS

ROBERT L. JACKSON
SOLICITOR FOR DEFENDANT

MICHAEL E. STARLING
COMPLAINANT

Mail
Robert Jackson
atty
216 3rd Ave N
37206

BOOK 6560 PG 745

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* Eleventh *day of* July, *19* 84, *in Case Number* 84D-721 *between* Randall Royce McClintock *Plaintiff, and* Lesley Phir Kidwell McClintock *Defendant, as same remains of record in Book* 137C, *Page* 2103 *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* 15th *day of* May *in the year one thousand nine hundred and* Eighty-Five *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Laarn *D.C.*

Form #GR-117