IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RICHARD V. ROPELEWSKI)
)
VS.) NO. 85D-264
)
CHARLENE LAURA (PARNELL))
ROPELEWSKI)

BOOK 6603 PAGE 962

FINAL DECREE

This cause came on to be heard on the 10th day of June, 1985, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff, and upon the entire 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 Plaintiff, Richard V. Ropelewski, is hereby awarded an Absolute Divorce from the Defendant, Charlene Laura (Parnell) Ropelewski, on the grounds of irreconcilable differences, T.C.A. 36-801-II, and he is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court 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, they have made adequate and sufficient provision for the custody and support of the minor child at this time. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

$770 07/11 30.00- CASH

RUSH

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
JUL 11 11 40 AM '85

IDENTIF. REFERENCE

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FILED

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GEORGE L. ROLLER, CLERK

K Rooker D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RICHARD V. ROPELEWSKI,

Complainant

VS.

CHARLENE LAURA (PARNELL) ROPELEWSKI,

Defendant

No: 85D-264

BOOK 6603 PAGE 963

CHILD CUSTODY, SUPPORT AND PROPERTY SETTLEMENT AGREEMENT

This agreement is made between RICHARD V. ROPELEWSKI, hereinafter referred to as Husband, and CHARLENE LAURA (PARNELL) ROPELEWSKI, hereinafter referred to as Wife,

WHEREAS, these parties have been married since April 18, 1970 and there has been one child born of this union, namely Travis Richard Ropelewski, age 13,

WHEREAS, certain differences and difficulties have arisen between the parties in a divorce action in which irreconcilable differences is alleged as a ground was filed on February 5, 1985 in the Fourth Circuit Court for Davidson County, Tennessee, styled RICHARD V. ROPELEWSKI vs. CHARLENE LAURA (PARNELL) ROPELEWSKI, Case No. 85D-264, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, convenants and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CHILD CUSTODY: The parties agree that physical and legal custody shall be joint and shared. The parties shall agree from time to time, upon the actual residence to be utilized by said minor,

and in the event of disagreement, equal, alternating custodial periods will be initiated on a year (12 months) to year basis and be so changed each year in August so as to not be disruptive of the school year. During such time as the child is in the physical custody of one party, the custodial party shall allow unlimited visitation to the non-custodial party, upon reasonable notice to the custodial party.

To the end of effectuating this custody agreement, the parties specifically agree as follows:

a. Husband and Wife shall consult together frequently in an effort to mutually agree in regard to the general health and welfare, education and development of the minor child to the end that they may adopt mutually harmonious policy in regard to the child's up-bringing.

b. Neither Husband nor Wife shall attempt, or condone any attempt directly or indirectly to estrange the child from the other party, or to injure or impair the mutual love and affection of the child. At all times the parties shall encourage and foster in the child the sincere respect and affection for both parents.

c. Each party shall keep the other party advised as to any serious illness or major developments with respect to the child. Each party shall be entitled to access from the other or from a third party to records and information pertaining to the minor child including but not limited to, medical, dental, health, school or educational records.

d. Each party agrees to keep the other currently advised of the other's business address; telephone numbers and whereabouts while on vacation with the child.

e. Each party shall be entitled to speak to the child by telephone at reasonable times and intervals when the child is in the custody or subject to the control of the other party.

f. The parties agree that neither party shall move nor relocate their residence outside the area of Davidson County, and counties contiguous thereto without the express prior, written

permission of the non-relocating party. Breach of this condition will automatically entitle the non-breaching party to full custody without further judicial intervention.

g. The parties hereby agree that the Fourth Circuit Court for Davidson County, Tennessee, shall at all times have continuing and preferred jurisdiction to enforce or modify ay order pertaining to the custody of the minor child.

2. CHILD SUPPORT: Husband agrees to pay for the support of the minor child the sum of Fifty ($50.00) Dollars per week payable directly to Wife during such time as the child in in the defacto custody of Wife. The parties further agree that such amount will be adjusted annually for the cost of living changes based upon the annual index provided by the U.S. Department of Labor, 1984 base period.

3. INSURANCE: Husband agrees to maintain in effect major medical health insurance coverage for the benefit of the minor child until the child reaches the age of eighteen (18) or is otherwise emancipated. Any and all deductibles or uncovered medical expenses incurred on behalf of the minor child, shall be the sole responsiblity of custodial parent.

4. TAX CONSIDERATIONS: The parties have heretofore executed and filed a joint U.S. Tax Return for the year ending December 31, 1984. It is understood and agreed by and between the parties that any refund due under said return shall be the sole and separate property of Husband.

The parties further agree Husband/Father shall be entitled to claim the child as an exemption for the purpose of filing federal income tax returns, and the Wife/Mother shall execute all government forms to accomplish same, timely forward same to Father for annual tax filings.

5. Real Property: The parties own as tenants by the entireties certain improved real property located at 339 Luna Drive, Nashville, Tennessee, more particularly described as follows:

134-14-9
KS

LAND in Davidson County, Tennessee, being Lot No. 70 on the plan of Luna Heights, Section 3, as of record in Book 2900, page 138, Register's Office for said County.

SAID Lot No. 70 fronts 132.6 feet on the southwesterly side of Luna Drive and extends back 295.9 feet on the northwesterly line and 296.0 feet on the southeasterly line to a dead line in the rear, measuring 138.0 feet thereon.

BEING the same property conveyed to Roy C. Jackson and wife, Cora M. Jackson by deed from John A. Schmitton and wife, Barbara A. Schmitton of record in Book 4229, page 739, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Richard V. Repelewski and wife, Charlene L. Ropelewski by deed from Roy C. Jackson and wife Cora M. Jackson of record in Book 4998, page 667, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Richard V. Repelewski by Final Decree of Divorce of the Fourth Circuit Court for Davidson County, Tennessee from Charlene L. Ropelewski, of record in Book_____, page____Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing easements of record.

The parties agree that upon the entry of a Final Decree of Divorce of the Fourth Circuit Court for Davidson County, Tennessee ratifying this agreement, and incorporating same into said Final Decree as evidenced by the registration of said decree in the above reference Book and page number of the Register's Office for Davidson County, Tennessee, that all of Wife's right, title and interest in and to said property shall be divested out of Wife and vested solely in Husband. Husband agrees to be solely responsible for and hold Wife harmless on the indebtedness on said house and lot owed to Baker Mortgage Corporation. In the event that Wife shall hereafter be compelled to make payment on said indebtedness, she shall be entitled to take judgment against Husband in such amount including attorney's fees and court costs.

In consideration of this transfer, Husband agrees to pay to Wife the sum of Eight Thousand Two Hundred ($8,200.00) Dollars, representing her share of the equity in said property at the time of the execution of this agreement. Such amount shall be paid bearing interest at Eighteen (18%) percent per annum, as follows:

a. Thirty-one days after the entry of the Final Decree of

Divorce, the sum of One Thousand ($1,000.00) Dollars.

b. A separate installment note for the balance payable on or before the 5th day of each month thereafter, the sum of One Hundred Eighty Two Dollars and 83/100 ($182.83) per month for sixty (60) months. (Sample Attached).

c. Notwithstanding the divestiture of all of Wife's right, title and interest in and to the real property described above, it is expressly understood and agreed by and between the parties that Wife shall retain a lien equal to the amount of all unpaid sums due pursuant to sub-paragraphs a. and b. above until the indebtedness is fully extinguished.

6. TITLED PERSONAL PROPERTY: The parties have acquired during the course of the marriage a 1980 Datson automobile which is titled in the name of both parties and is unencumbered. The parties agree that all of Husband's right, title and interest in and to said automobile shall be divested out of him and vested solely in Wife. On the 31st day following an entry of the Final Decree of Divorce in this cause, Husband agrees to execute any and all documents necessary to effectuate transfer of unencumbered title to Wife.

7. UNTITLED PERSONAL PROPERTY: The parties have acquired during the course of marriage certain untitled personal property currently situated at the house at 339 Luna Drive, Nashville, Tennessee. The parties agree that Husband shall have as his own sole and separate property, free and clear of all claims of Wife, the following described personalty:

a. Electric Range and Refrigerator
b. Color television
c. All tools, tool boxes and mechanic's equipment
d. Guns
e. Personal belongings (clothes, etc...)
f. Riding lawnmower

All the rest, residue and remainder of the furniture, furnishings and personal possessions currently located at 339 Luna Drive, Nashville, Tennessee shall be the sole and separate property of Wife free and clear of all claims of Husband, provided, however,

that Wife shall remove all such items from the house no later than sixty-one (61) days after the entry of the Final Decree of Divorce in this cause. Any furniture, furnishings or personal possessions not so removed by Wife, shall be deemed abandoned by her, and shall be the sole and separate property of Husband, free and clear of all cliams of Wife.

8. MARITAL DEBTS: With the exception of the joint debts disposed of in Paragraph 5, Real Property, above, all marital debts incurred by the parties during the course of the marriage are in the sole name of either Husband or Wife. Each shall be solely responsible for and hold the other harmless on those obligations in their own name. The parties further agree that neither will contract any indebtedness upon the credit of the other subsequent to the execution of this agreement; if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payment shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest, attorney's fees and court costs.

9. ATTORNEY'S FEES: Each party shall pay their own attorney's fees.

10. COURT COSTS: Any court costs incurred as a result of the pending action for Absolute Divorce shall be paid by Husband.

11. GENERAL PROVISIONS:

a. It is understood by and between the parties that at the final hearing of this cause, Wife shall have her maiden name restored to her and she shall thereafter be known as CHARLENE LAURA PARNELL.

b. It is agreed by and between the parties that this instrument shall be a final settlement of the property rights of the respective parties and is a full discharge of Husband and Wife from any and all claims arising out of the marital relationship. Each party hereby waives and relinquishes to the other party all right or claim which he or she may have, or hereafter acquire under the law of any other jurisdiction to the other's property, including, but without limitation, statutory allowance,

alimony, homestead rights, descent or distribution and the right to act as an administrator or executor of the other's estate. This instrument applies to all property now owned by the parties, either jointly or individually, or any property which either of them may acquire in the future.

c. This agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representatives or warranties other than those expressly herein set forth.

d. It is understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Both acknowledge that they have had the benefit of legal counsel throughout the preparation and negotiation of this agreement, and have actively participated in the negotiation thereof. Each party acknowledges that they have read this agreement, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this agreement.

WITNESS MY HAND this 28 day of May, 1985.

Richard V. Ropelewski
RICHARD V. ROPELEWSKI

WITNESS MY HAND this 15th day of May, 1985.

Charlene Laura Parnell Ropelewski
CHARLENE LAURA (PARNELL) ROPELEWSKI

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, RICHARD V. ROPELEWSKI, with whom I am personally acquainted and who acknowledged that he executed the foregoing Child Custody, Support and Property Settlement Agreement for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Davidson County, Tennessee on this 28 day of May, 1985.

NOTARY PUBLIC

My Commission Expires: 10-24-88

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, CHARLENE LAURA (PARNELL) ROPELEWSKI, with whom I am personally acquainted and who acknowledged that she executed the foregoing Child Custody, Support and Property Settlement Agreement for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Davidson County, Tennessee on this the 15th day of May, 1985.

Tammy Renee Wilkes
NOTARY PUBLIC

My Commission Expires: 7-17-88

It is ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the judgment of the Court. BOOK 6603 PAGE 971

The final costs of this cause will be paid by the Plaintiff, for which let execution issue if necessary.

Enter this the 10th day of June, 1985.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

ALBERT J. FOX
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to counsel for Defendant, Daniel C. Masten, 176 Second Avenue North, Fifth Floor, Nashville, TN 37201, this the 12 day of June, 1985.

ALBERT J. FOX, ATTORNEY

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* June, *19* 85, *in Case Number* 85D-264 *between* RICHARD V. ROPELEWSKI, *Plaintiff, and* CHARLENE LAUKA (PARNELL) ROPELEWSKI, *Defendant, as same remains of record in Book* 145A, *Page* 578 *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* 11th *day of* July *in the year one thousand nine hundred and* eighty-five *and in the* two hundred tenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By V. L. Rowland *D.C.*

Form #GR-117