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IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

FILED 8-9-85 3B
RECORDED BK 56 pg 1-4
JOE HERBERT

CYNTHIA REED SMALL,	)	
Plaintiff,	)	
vs.	)	NO. C5475
SIDNEY MAURICE SMALL,	)	
Defendant.	)	BOOK 6540 PAGE 597

130-17

FINAL DECREE

This cause came on to be heard on the 9th day of August, 1985, before the Judge of the Circuit Court for Williamson County, Tennessee, upon the plaintiff's Complaint for Divorce, upon the written and notarized Child Custody, Child Support and Property Settlement Agreement executed by the parties, default judgment having been entered against the defendant, the testimony of the plaintiff, and upon the entire record in this cause; from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce as provided for by T.C.A. §36-4-101(11).

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony binding the parties hereto be absolutely and forever dissolved; and that each of the parties be vested with all the rights and privileges of an unmarried person.

It further appears to the Court that the parties' Child Custody, Child Support and Property Settlement Agreement submitted to the Court and attached hereto is fair, just and equitable and is in the best interest of said parties and their minor children; it is, therefore, ORDERED, ADJUDGED and DECREED that said Child Custody, Child Support and Property Settlement Agreement be approved and ratified in full and

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

CYNTHIA REED SMALL)
)
vs.) NO. C5475
)
SIDNEY MAURICE SMALL)

CHILD CUSTODY, CHILD SUPPORT
AND
PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 6th day of May, 1985, by and between CYNTHIA REED SMALL, hereinafter referred to as "Wife", and SIDNEY MAURICE SMALL, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The parties acknowledge that they are the natural parents of two (2) minor children, namely: Karen Ashley Small, born April 6, 1979; and Tracie Christine Small, born December 20, 1984. The parties further agree that the Wife shall have exclusive care, custody and control of the minor children of the parties; and that the Husband shall have reasonable visitation with said minor children at such times and places as the parties may mutually agree.

2. The Husband shall pay child support in the amount of Three Hundred Dollars ($300.00) per month for the care and support of the parties' minor children, with all such amounts allocated one-half (1/2) for the care and support of each minor child. Said obligation of the Husband to pay child

support has commenced; and shall continue to be due and payable monthly by the Husband to the Wife in each succeeding month of each succeeding year; and shall terminate when the minor children of the parties reach their respective ages of majority, or otherwise become emancipated.

3. The Husband presently carries in full force and effect health insurance, which health insurance provides medical benefits for the minor children of the parties. The Husband hereby agrees to keep said health insurance in full force and effect for the benefit of the minor children of the parties, and to pay any premiums and/or payroll deductions therefor, until said minor children reach their respective ages of majority, or otherwise become emancipated.

4. The parties agree to share equally all medical and dental expenses incurred by their minor children, not covered and/or reimbursed by the Husband's health insurance, as described in paragraph #3 herein, until said minor children reach the age of majority, or otherwise become emancipated.

5. The Husband presently carries in full force and effect a policy of life insurance on his life, which life insurance has a benefit value in the event of the Husband's death of $30,000.00 CRS. A.M.S. The Husband hereby agrees to continue said life insurance in full force and effect for the benefit of the minor children of the parties, and to pay any premiums therefor, until said minor children reach the age of majority, or otherwise become emancipated.

6. The real property located at 110 Allendale Drive, Davidson County, Nashville, Tennessee, 37205, which is currently titled in both parties' names, shall be the separate property of the Wife. The Wife hereby agrees to be solely responsible for, and hold the Husband harmless therefrom, the timely repayment of mortgage indebtedness in both parties' names. The parties hereby agree to sign any documents necessary in order to effectuate the provisions herein.

7. The Wife shall have all right, title and interest in and to one (1) 1975 Caprice station wagon, currently titled in both parties' names; and the same being unencumbered. The Husband hereby agrees to sign any document necessary in order to place title of said vehicle solely in the Wife's name.

8. The Wife shall have all right, title and interest in and to one (1) 1969 Volkswagen sedan, currently titled in the Husband's name only; and the same being unencumbered. The Husband hereby agrees to sign any document necessary in order to place title of said vehicle solely in the Wife's name.

9. All interest in any other tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife; and all interest in any other tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband.

10. The Wife hereby agrees to be solely responsible for, and hold the Husband harmless therefrom, the timely repayment of two (2) debts in the Husband's name only, namely: Visa and ITT Financial Services.

11. The Husband hereby agrees to be solely responsible for, and hold the Wife harmless therefrom, the timely repayment of a debt in the Wife's name only in favor of Baptist Hospital.

12. The parties hereby agree that except as otherwise described herein, each party shall be solely responsible for the timely repayemnt of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and hereafter.

13. Both parties hereby agree that by signing this Agreement, they accept service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Williamson County, Tennessee.

14. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as described and provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Cynthia Reed Small
CYNTHIA REED SMALL

Sidney Maurice Small
SIDNEY MAURICE SMALL

STATE OF TENNESSEE)
)
COUNTY OF ~~WILLIAMSON~~ Davidson

Personally appeared before me, a Notary Public in and for said State and County, CYNTHIA REED SMALL, with whom I am personally acquainted, and who acknowledged to me that she signed the within CHILD CUSTODY, CHILD SUPPORT AND PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 30th day of April, 1985.

Connie E. Palmer
NOTARY PUBLIC

My commission expires:
March 27, 1988.

STATE OF TENNESSEE)
)
COUNTY OF ~~WILLIAMSON~~ Davidson

Personally appeared before me, a Notary Public in and for said State and County, SIDNEY MAURICE SMALL, with whom I am personally acquainted, and who acknowledged to me that he signed the within CHILD CUSTODY, CHILD SUPPORT AND PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 6th day of May, 1985.

Connie E. Palmer
NOTARY PUBLIC

My commission expires:
3-27-88.

incorporated into and made a part of this Final Decree.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff for which execution may issue if necessary.

ENTER, this 9th day of Aug., 1985.

JUDGE

SUBMITTED FOR ENTRY:

David A. Harrelson by CEC

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
Nashville, Tennessee 37219
Telephone: 615/244-7706

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of this document was mailed to the defendant at the last known address this 8th day of August, 1985.

David A. Harrelson
DAVID A. HARRELSON by CEC

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IDENTIFICATION REFERENCE

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FELIX ZACHARIAH REGISTER
DAVIDSON COUNTY, TN

OFFICE OF CIRCUIT COURT CLERK

For Williamson County, Tennessee

I, Joe Herbert, Clerk of said Court, do hereby certify that the foregoing is a true, perfect and complete copy of the Final Decree of said court, pronounced August 9th term, 19 85, in the case of Cynthia Reed Small against Sidney Maurice Small as appears of record now on file in my office, in Minute Book 56 on page 1-4

In testimony whereof, I have hereunto set my hand and affixed the seal of the court, at office at Courthouse at Franklin, on this, the 24th day of August 19 85

Joe Herbert, Clerk

By Joan Herbert D. C.