123A/132

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1982 FEB -5 PM 12:12

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

R. HOOKER, CLERK

D.C.

CAROLYN SUE McCORMICK] BOOK 6662 PAGE 744

-vs-] NO. 81D-2700-

ROBERT ARTHUR McCORMICK]

FINAL DECREE

This cause came on to be heard on the 5th day of February 1982 before the Honorable Joe C. Loser, Judge, upon the original petition for absolute divorce filed by the complainant, the amended and supplemental complaint for absolute divorce filed by complainant, default judgment being duly granted, submission to the Court for approval of a property settlement agreement heretofore entered into by and between the parties, testimony of the complainant in the form of interrogatories, statement of counsel and from the entire record in this cause. From all of which it appears to the Court that irreconcilable differences exist between the parties pursuant to Tennessee Code Annotated, §36-801, et seq., as amended 1977. It is therefore

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Carolyn Sue McCormick, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the children born of this marriage and for the equitable settlement of any property rights between the parties, which agreement is incorporated as follows:

PROPERTY SETTLEMENT AGREEMENT

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GEORGE L. ROONEY, CLERK
K. Loxley D.C.

WHEREAS, there is presently pending in the Third Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by CAROLYN SUE McCORMICK, hereinafter referred to as "Wife" against ROBERT ARTHUR McCORMICK, hereinafter referred to as "Husband", under Docket No. 81D-2700, and

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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. That Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. Both Husband and Wife acknowledge that this Agreement shall be binding upon the parties, their heirs, executors and assigns and that this Agreement will not be modified by oral agreement or parole evidence.

3. The absolute care, custody and control of the minor children of the parties, to-wit: Tracie and Brandy McCormick, shall be awarded to the Wife with reasonable visitation reserved to the Husband.

4. Husband agrees to pay, directly to the Wife, the sum of $600.00 per month for the support and maintenance of the two minor children, said payments to be made on the first day of each month beginning on January 1, 1982.

5. All right, title and interest which the Husband has in and to the home of the parties located at 313 Honeyhill Court, Nashville, Davidson County, Tennessee, shall be divested out of him and the sole and exclusive ownership in said home shall be vested in the Wife and it shall be her responsibility to pay the balance of mortgage indebtedness thereon.

6. All the household furniture, furnishings, appliances and personal property located in the home of the parties shall become the sole and exclusive property of the Wife.

7. The 1974 Dodge pickup truck shall become the exclusive property of Wife and Husband shall be responsible for paying any balance of indebtedness thereon, and hold Wife harmless from any liability thereon. Wife agrees to assume the indebtedness on the 1981 Cadillac automobile now in her possession and pay the indebtedness thereon to GMAC and hold Husband harmless from any liability thereon.

8. Husband agrees to pay any and all outstanding indebtedness of the parties in existence as of the time of the separation of the parties, November 3, 1981. This shall apply to any and all debts, whether joint or in the name of the Wife or Husband separately, with the exception of the house note which Wife agrees to pay. Wife also agrees to pay the indebtedness to First Tennessee Bank of Cookeville, Tennessee, for her school loan and hold Husband harmless from same. Husband to pay Exxon, Gulf, + Citco up through JANUARY 18, 1982.

9. Husband agrees to pay as alimony in solido the sum of $4,800.00 due and payable in monthly installments of $200.00 each, beginning May 1, 1982, and continuing each month thereafter until paid in full. In addition thereto, Husband agrees to pay to Wife a sum equal to 10% of the net profits derived from McCormick Trucking Company, each year for a period of ten years. Husband agrees to provide Wife an annual financial statement showing the profits of the company and to pay the 10% net profits within sixty days of the closing of the fiscal or calendar year.

10. Wife agrees to maintain the minor children of the parties on the medical insurance available to her through her employment. Husband will reimburse Wife each month for one-half the cost of this insurance. Husband will pay all medical and dental expenses not covered by insurance.

shall pay all

11. Husband ~~and Wife agree that they will each pay one-half~~ of the cost necessary to maintain life insurance policies as set forth in the attached Exhibit "A" with the minor children as the irrevocable beneficiaries thereon.

12. Husband agrees to pay Wife's solicitor of record, Robert L. Jackson, a total attorney fee of $1,000.00. Husband agrees to pay the final court costs.

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 18th day of January, 1982, as to the Wife; and the 19th day of January, 1982, as to the Husband.

Carolyn Sue McCormick
CAROLYN SUE McCORMICK

Robert Arthur McCormick
ROBERT ARTHUR McCORMICK

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 CAROLYN SUE McCORMICK, who made oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 18th day of January, 1982.

Inla A. Byrn
NOTARY PUBLIC

My Commission Expires: 1-22-84

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

WITNESS MY HAND and official seal at Nashville, Tennessee, this 19th day of January, 1982.

NOTARY PUBLIC

My Commission Expires: 10/17/82

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

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JUDGE

2/5/82

APPROVED:

Robert L. Zach
Sol. for Complainant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel.

This the 26 day of Jan 19 82.

Robert L. Zach

38559

IDENTIFICATION REFERENCE

SEP 23 2 41 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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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* 5th *day of* FEBRUARY, *19* 85, *in Case Number* 81D-2700 *between* CAROLYN SUE McCORMICK *Plaintiff, and* ROBERT ARTHUR McCORMICK *Defendant, as same remains of record in Book* 123A, *Page* 132 *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* 18th *day of* SEPTEMBER *in the year one thousand nine hundred and* EIGHTY-FIVE *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Langford, *D.C.*

Form #GR-117