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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

TIMOTHY JOSEPH KREKEL	)	
	)	
Complainant	)	
	)	
vs.	)	No 84D-1170
	)	
SANDRA ANN OWEN KREKEL	)	
	)	BOOK 6668 PAGE 310
Defendant	)	

FINAL DECREE

This cause came on to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint, testimony of Complainant and the entire record in this cause.

The court finds that personal service has been obtained upon the defendant. The court further finds that irreconcilable differences have arisen between the parties and further that all property questions and child custody and support questions have been agreed upon between the parties, and it is therefore proper for the complainant to be granted an absolute divorce against defendant upon the terms agreed to by the parties in the Property Settlement Agreement which is before the court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that complainant, Timothy Joseph Krekel, is entitled to and is hereby granted an absolute divorce from the defendant on grounds of irreconcilable differences and the complainant should be and 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 as between them; and further they have made adequate and sufficient provision for the custody and support of the minor children at this time. Said agreement is in words and figures as follows:

CHILD CUSTODY AND

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 26th day of March, 1984, by and between SANDRA ANN OWENS KREKEL, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "WIFE" and TIMOTHY JOSEPH KREKEL, also a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "HUSBAND":

W I T N E S S E T H

WHEREAS, HUSBAND and WIFE were married on the 10th day of September, 1969, in Louisville, Kentucky, and have maintained residence in Davidson County, Tennessee, for several years; and

WHEREAS, there have been two children born of the marriage of HUSBAND and WIFE, to wit, Jason Matthew Krekel, eleven (11) years of age, Nathan William Krekel, four (4) years of age; and

WHEREAS, HUSBAND has filed a petition for divorce in the Circuit Court for Davidson County, Tennessee, on the 13th day of April, 1984; and 84D-1170

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the two minor children of the parties between themselves and also to settle their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One Dollar ($1.00) cash in hand paid by HUSBAND to WIFE and by WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That the absolute and exclusive care, custody and control of the said two minor children of the parties, Jason Matthew Krekel and Nathan William Krekel, is hereby given and relinquished by HUSBAND to WIFE, with liberal and reasonable visitation privileges in HUSBAND as follows:

(a) Every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday, with HUSBAND picking up said two minor children promptly and returning said two minor children promptly to WIFE without fail.

(b) Summer visitation privileges in HUSBAND to be agreed upon by and between HUSBAND and WIFE clearly and expressly in the best interest of said two minor children, said visitation privileges to accommodate both the working and vacation schedules of both HUSBAND and WIFE and the summer activities of said two minor children.

(c) Every other Thanksgiving weekend from 5:00 p.m. on Wednesday before Thanksgiving Day until 2:00 p.m. on Sunday following Thanksgiving Day, with HUSBAND to begin said Thanksgiving weekend visitation privilege in 1984 and in even-numbered years thereafter.

(d) For one full week of the regular Christmas vacation of said two minor children, including Christmas Day in odd-numbered years beginning Christmas Day, 1985.

(e) For one-half of the regular spring or Easter vacation of said two minor children.

(f) Every Father's Day, provided that WIFE have said two minor children every Mother's Day.

(g) At such times and places as both HUSBAND and WIFE clearly and expressly agree, again in the manifest best interest of said two minor children.

3. That in the event that HUSBAND is unable to exercise any of his said visitation privileges, that he shall notify WIFE immediately upon his realization that he cannot exercise some part or all of his said visitation privileges with said minor children of the parties, so that WIFE shall have the first option to have said two minor children remain in her care, custody and control, rather than placing said minor children of the parties with anyone other than one of their parents.

4. That HUSBAND and WIFE hereby acknowledge that they are spiritually, morally, ethically and legally bound to said two minor children, and further shall continue to cooperate with each other in the exercise of this child custody and property settlement agreement in such manner and to such an extent that both HUSBAND and WIFE are encouraging a whole and healthy relationship by and between said two minor children and both of their parents, and shall continue to cooperate with each other in the manifest best interest of said two minor children, keeping each other informed of school activities and special events for said two minor children, so as to guarantee the children's involvement in normal activities for children their ages, making reasonable efforts to communicate plans in advance so as to minimize confusion that might upset the children, with each parent encouraging the exercise of said visitation privileges with said two minor children under this agreement, so as to create and maintain a stable relationship between said children and both HUSBAND and WIFE and between themselves.

5. That HUSBAND shall pay directly to WIFE the sum of Eight Hundred Dollars ($800.00) per month, or Four Hundred Dollars ($400.00) per child per month, directly to WIFE as necessary and reasonable child support for said two minor children, in equal

installments of Four Hundred Dollars ($400.00) on or before the 1st and 15th days of each month, beginning upon the granting of any decree of divorce dissolving the marriage of HUSBAND and WIFE, and HUSBAND shall make all of said child support payments by check, promptly, without fail, keeping his cancelled checks as his receipt therefore and as a perfect accounting of said child support payments, based on his net monthly income from all sources of $1,250.00 Dollars, and further HUSBAND and WIFE hereby agree to furnish each other copies of their federal income tax returns each and every year hereafter until both of said minor children have reached their 18th birthdays, in order that both HUSBAND and WIFE may be apprised of the income of each other; and further HUSBAND and WIFE hereby agree on a cost-of-living increase in said child support payments each and every year, on or before the 1st day of December each year, beginning December 1, 1984, said cost-of-living increase in said child support payments to be based on both the income and expenses of HUSBAND and WIFE and both of said minor children of the parties.

6. That HUSBAND shall not take either of said two minor children of the parties around any woman with whom he is living but to whom he is not married at any time until said minor children are eighteen years of age.

7. That HUSBAND shall claim both of said minor children of the parties, Jason Matthew Krekel and Nathan William Krekel, as exemptions on his federal income tax returns each and every year, and WIFE shall not claim said minor children as exemptions on her federal income tax returns.

8. That all right, title and interest of HUSBAND in and to the real estate which is the home of the parties located at 2311 Bernard Avenue, Nashville, Davidson County, Tennessee 37212, and more particularly described immediately hereinafter, be divested out of HUSBAND and vested absolutely and unconditionally in WIFE, as part of the division of the marital property of HUSBAND and WIFE:

Land in Davidson County, Tennessee, being the westerly half of Lot 27 on the map of St. Bernard Place of Record in Book 161, page 171 of said Register's Office.

Said Westerly half of said lot fronts 40 feet on the southerly side of St. Bernard Avenue and runs back between parallel lines with the easterly margin of 24th Avenue South, 137.36 feet westerly and 138 feet more or less on the easterly line to an alley.

Being the same property conveyed to Timothy J. Krekel and wife, Sandra A. Krekel from Charles S. Brookes, widower, Trustee of record in Book 5372, page 299, Register's Office for Davidson County, Tennessee.

with WIFE assuming all responsibility and liability for the payment of a certain mortgage indebtedness, the balance of which is approximately Twenty-Eight Thousand Dollars ($28,000.00), payable to First Southern Savings & Loan Association of Nashville, Tennessee in monthly installments of Three Hundred Fourteen and 48/100's Dollars ($314.48) each, which payment includes taxes and insurance, with WIFE assuming all responsibility and liablility for the maintenance, improvements of any nature whatsoever, and the sale of said real estate in her absolute and unconditional discretion.

9. That all the right, title and interest of HUSBAND in and to all the personal property now located at the home of the parties located at 2311 Bernard Avenue, Nashville, Davidson County, Tennessee, including but not limited to all the furniture, furnishings, appliances, drapes, carpets, pictures, books, linens, dishes, silver, cooking utensils, and all other personal property be divested out of HUSBAND and vested in WIFE as her property, absolutely, exclusively and without limitation or condition of any nature whatsoever, except that all right, title and interest of WIFE and to all of HUSBAND's clothes, tools, guns and any other property listed on Exhibit B, attached hereto, be divested out of WIFE and be vested absolutely and unconditionally in HUSBAND. In the event there is any question concerning any personal property, Exhibit A for WIFE will also be attached hereto.

Exhibit A & B not attached at time of recording

10. That all right, title and interest of HUSBAND in and to a certain 1978 Toyota automobile registered in the name of HUSBAND and being driven by and in the possession of WIFE, be divested out of HUSBAND and be vested in WIFE; and likewise all right, title and interest of WIFE in and to a certain 1977 Dodge Van also registered in the name of HUSBAND, and being driven by and in the possession of HUSBAND, be divested out of WIFE and vested absolutely and unconditionally in HUSBAND with his assuming all responsibility and liability for the payment of any chattel mortgage on said automobile.

11. That HUSBAND will maintain and keep in full force and effect and pay all the premiums on a certain policy or policies of insurance upon his life in the amount of at least One Hundred Thousand Dollars ($100,000.00) decreasing term or permanent insurance, naming and continuing to name WIFE as beneficiary as trustee for the exclusive use and benefit of said two minor children of the parties, in order to secure the child support provisions of this agreement, and further HUSBAND will notify WIFE in writing at least once a year, on or before December 1 of each year, beginning December 1, 1984, that said insurance is in full force and effect, or otherwise provide WIFE with satisfactory proof of said insurance.

12. That HUSBAND will also maintain and keep in full force and effect and pay the premiums for a certain major medical hospitalization insurance program either through his employment or otherwise, for the use and benefit of said two minor children of the parties, and WIFE will submit directly to HUSBAND any and all medical expenses on behalf of said two minor children within ten (10) days after receipt of said medical expenses, so that HUSBAND may turn the same over to his major medical hospitalization insurance carrier for payment, and HUSBAND hereby agrees to pay any difference between such insurance coverage and the actual medical expense incurred, including dental expenses.

13. That HUSBAND hereby assumes all responsibility and liability for the payment of all outstanding debts and bills

incurred by HUSBAND and WIFE prior to any final decree of divorce dissolving the marriage of HUSBAND and WIFE, provided that HUSBAND is aware of said debts and bills before said final decree of divorce, and HUSBAND will continue to pay all the necessary living expenses of WIFE and said two minor children, the same as he is now doing, until said final decree of divorce is entered and this child custody and property settlement agreement is effective.

14. That HUSBAND will pay WIFE's reasonable attorney's fee at the rate of Seventy-Five Dollars ($75.00) per hour, and will reimburse WIFE a Five Hundred Dollar ($500.00) retainer fee paid by WIFE to J. L. Thompson, III, attorney, and the court costs incurred in this action.

15. It is understood and agreed between the parties that this agreement shall be included verbatim in any final decree entered therein. This agreement shall be construed to be a complete and final settlement of all property rights, alimony, homestead and support obligations between the parties, and all other obligations arising out of the marital relation except for the rights specifically given in this agreement.

16. It is understood and agreed that each of said parties may, from and after this date, and at all times thereafter, purchase, acquire, inherit, hold, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring said property.

17. It is mutually agreed and understood between the parties as part of the consideration for the execution of this instrument, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the agreements entered into under this contract.

18. Both HUSBAND and WIFE acknowledge that the provisions of this child custody and property settlement agreement are fair, adequate and satisfactory to both HUSBAND and WIFE, and both HUSBAND and WIFE accept this agreement in full and final settlement of all claims and demands against each other, and both HUSBAND and WIFE hereby release and discharge each other from any and all such claims and demands except as provided in this agreement. It is further clearly and expressly understood by both HUSBAND and WIFE and agreed by and between them that this child custody and property settlement agreement is entered into without any undue influence, fraud, coercion, or misrepresentation by either HUSBAND or WIFE or the attorney of record for HUSBAND or the attorney of record for WIFE.

IN WITNESS WHEREOF, the parties have read this instrument, and each and every word of it, are familiar with the contents hereof, and have signed their names this 26th day of March, 1984

It is further ORDERED, ADJUDGED and DECREED that the PROPERTY SETTLEMENT AGREEMENT incorporated herein is hereby made the judgment of the court and is approved in all respects.

The costs of this action shall be assessed against the Complainant, for which execution may issue if necessary.

ENTERED this 7th day of September, 1984.

JUDGE MURIEL ROBINSON

PREPARED FOR ENTRY BY:

BENSON & SIMAN

Scott F. Siman

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40321

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IDENTIFICATION REFERENCE

SEP 30 2 03 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* 7th *day of* September, *19* 84, *in Case Number* 84D-1170 *between* Timothy J. Krekel *Plaintiff, and* Sandra Ann Owen Krekel *Defendant, as same remains of record in Book* 139A, *Page* 214 *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* 30th *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 Karen Rooker *D.C.*

Form #GR-117