31A, 142

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JUN 11 PM 2:07

JOSEPHINE DENNEY McKINNEY)
)
VS.) NO. 84D-2621
)
COY THOMAS McKINNEY)

D. Baynes D.C.

Map 133-11-A
Par 31 Is

FINAL DECREE

BOOK 6695 PAGE 81

THIS CAUSE came on to be heard on the 30th day of April, 1985, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, on a Complaint for Absolute Divorce filed by the Wife and an Answer having been filed by the Husband and the case being placed on the contested docket for trial. It appearing to the Court that the parties have agreed to resolve all matters in controversy and allow the case to be tried uncontested. After testimony of the plaintiff and her two corroborating witnesse and the statement Counsel, the Court is of the opinion; and

IT IS, THEREFORE, ORDERED AS FOLLOWS:

1. The Husband, Coy Thomas McKinney, has been guilty of such cruel and inhuman treatment or conduct towards the Wife, Josephine Denney McKinney, so as to render further cohabitation unsafe and improper for her to remain in his dominion and control.

2. Therefore, the Wife, Josephine D. McKinney, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

3. It is agreed that any all interest which the Husband, Coy T. McKinney, has in the condominium owned by the parties at 500 Paragon Mills Road, Canterbury Hall, E-5, is divested from the Husband and vested in the Wife, Josephine D. McKinney, for her sole and separate use, a better description of which is contained in a deed recorded at the Davidson County Register's office, in Book 5447, Page 536.

A certain condominium apartment in Davidson County, Tennessee, being Unit No. E-5, of Canterbury Hall Condominiums, as of record in Book 5200, page 159, said Register's Office, to which reference is hereby made for a more complete and accurate description of said unit.

Being the same property conveyed to Coy T. McKinney and wife, Josephine D. McKinney, by deed from Canterbury Hall Associates, a partnership composed of Joe D. Williams and Mark S. Richardson, Jr.; said partnership having been since assigned to Kingsbury Enterprises, Inc., Chalamel Corporation, Chickering Development Company, and Jenson Corporation, as of record in Book 5447, Page 536, Register's Office for Davidson County, TEnnessee.

The Husband agrees to execute a Quitclaim Deed relinquishing any and all interest which he may have in the above stated real estate.

The Wife further agrees to hold the Husband harmless for any of the remaining balance on the condominium's mortgage indebtedness.

4. Any and all interest which the Wife, Josephine McKinney, has joint owner of a one-half undivided remainderman's interest in certain property located in Keysburg, Logan County, Kentucky, shall be divested from the Wife and vested in the Husband for his sole and separate use, a better description of the entire tract of real estate located at Keysburg, Logan County, Tennessee, in which Coy T. McKinney and Josephine D. McKinney had a one-half undivided remainderman's interest is stated as follows:

Beginning at a stake corner to Borders; thence with Borders line N 13 poles 4 feet 9½ inches to a stake in the Gallatin and Hopkinsville Road; thence with the road east 12 poles 5½ inches to a stake corner to Borders; thence with Borders line 12 poles 4 feet 9½ inches to a stake; thence with Borders 12 poles 4 feet 4 inches to the beginning.

And being the same property conveyed to James H. McKinney and wife, Agnes McKinney, by Miss Elizabeth Self, as recorded in Deed Book 162, page 355.

This is the same real estate in which James H. McKinney and wife, Agnes McKinney, conveyed a life estate to Sory McKinney and wife, Ruby McKinney, to revert back to James H. McKinney and wife, Agnes McKinney, upon the death of Sory McKinney and wife, Ruby McKinney, as recorded in Deed Book 167, page 434, recorded in the County Court Clerk's office of Logan County, Kentucky, May 29, 1958.

The Husband agrees to hold the Wife harmless for any further mortgage indebtedness for which the parties to this cause may be liable and the Wife further agrees to execute a Quitclaim Deed relinquishing any and all right, title and interest in her portion of the remainderman's interest in said Logan County, Kentucky, real estate.

5. It is agreed that any and all interest which the Wife may have in certain rental property located at 509 Eleventh Street in Clarksville, Montgomery County, Tennessee, shall be divested from the Wife and vested in the Husband for his sole and separate use. The Husband agrees to hold the Wife harmless for any further mortgage indebtedness on said rental property located at Clarksville, Tennessee, a better description of which is contained in a deed recorded at the Montgomery County Register's office in Volume 326, page 1906, is as follows:

Lot No. 6 Plat 46 as shown by the Plat Book in the Register's Office in Clarksville, said lot fronts 60 feet of Eleventh Street and runs back 145 feet and is wider in rear than in front. It is bounded on the North by a street shown on said plat, running between said lot and the city stand pipe property, on the East by Lot No. 7, on the South by Lot No. 5, and on the West by Eleventh Street. This property was purchased by Mrs. Williams from Turnley and Gholson, et al, by deed in Deed Book 36, page 640, said deed to Y. T. Jackson, by Mrs. Corrinne Williams by deed in Deed Book 64, page 259, ROMCT, and reference is hereby made to same, and being the same property conveyed by Y. T. Jackson and wife to A. A. Williams and said Wilmuth Smith, by deed of record in Deed Book 65, page 432, and conveyed by them to undersigned by deed just recorded, and the same conveyed by H. W. Ritter and wife to Wilmuth Smith, who afterwards married B. B. Jones, and by them conveyed to the said Amanda Broome and husband, J. W. Broome, as tenants by the entirety, Deed Book 67, page 488, and being the same realty conveyed to K. B. Thomas and wife, Offie Thomas, by deed from Mrs. Amanda Broome, widow of J. W. Broome, of record in Deed Book 71, page 48, in the Register's Office for Montgomery County, Tennessee.

The Wife further agrees, if necessary, to execute a Quit-claim Deed relinquishing any and all interest which she may have in said rental property in Clarksville, Montgomery County, Tennessee, which is titled to the Husband alone.

6. Any and all interest which the Husband may have in all household furniture, furnishings, and other personal property presently in the possession of the Wife, shall be divested from the Husband and vested in the Wife for her sole and separate use.

Likewise, any and all interest which the Wife may have in certain household furniture, furnishings, and other items of personal property presently in the possession of the Husband shall be divested from the Wife and vested in the Husband for his sole and separate use.

7. Any and all interest which the Husband may have in a 1982 Pontiac Cutlas automobile, titled in the name of the Wife alone, shall be divested from the Husband and vested in the Wife for her sole and separate use. The Wife further agrees to hold the Husband harmless for any and all of the remaining indebtedness owed on said 1982 Pontiac Cutlas automobile with the General Motors Acceptance Corporation.

It is further agreed that any and all interest which the Wife may have in a 1978 Cadillac automobile titled in the name of the Husband, shall be divested from the Wife and vested in the Husband for his sole and separate use. The Husband further agrees to hold the Wife harmless for any of the remaining indebtedness on said vehicle which is owed to Barbara Crabtree.

8. The Husband agrees that he owes the Wife FIVE HUNDRED DOLLARS ($500.00) pendente lite support for the month of April, which was due as of April 30, 1985, and as of that date had not been paid. The Husband further agrees that said $500.00 support payment will be mailed to the Wife no later than May 1, 1985.

The Husband further acknowledges that he owes the Wife an additional FIFTEEN HUNDRED DOLLARS ($1,500.00) which shall be mailed to the Wife no later than May 1, 1985, and which eliminates

the Husband's obligation to the Wife on the Wife's payoff of the Husband's debt at the Nashville City Bank as well as eliminate the Husband's obligation for the past three months' mortgage indebtedness on the parties' condominium unit, #E-5, Paragon Mills Road, Canterbury Hall, Nashville, Davidson County, Tennessee, which has not been paid.

The Husband further agrees to work out a satisfactory arrangement with the First American National Bank on the personal line of credit debt as well as work out a satisfactory arrangement on the Visa debt so that the Husband will be responsible for full payment on both of these indebtednesses and the Husband further agrees to hold the Wife harmless for any of the remaining balance on said debts.

The Wife agrees to work out a satisfactory payment plan on the Mastercard indebtedness and agrees to assume this entire obligation and hold the Husband harmless for any portion of said indebtedness.

9. As a further distribution of marital property, the Husband agrees to relinquish any and all interest which he may have in income tax refunds due to the parties from the Internal Revenue Service as a result of filing joint income tax returns for the years 1980, 1981, 1982, 1983, and 1984. The Husband further agrees that in the event that the Internal Revenue Service conducts an audit of any kind on the joint income tax returns filed for the above stated years, that the Husband will cooperate fully with the Wife in providing and disclosing all documentation necessary to substantiate all income and all deductions claimed by the Husband as reported on the income tax returns for the above stated years.

10. The Husband agrees that commencing with the month of May 1985 that he will pay to the Wife as periodic alimony the sum of TWO HUNDRED DOLLARS ($200.00) per month, payable by the last day of each month with said $200.00 per month payments continuing for twelve (12) consecutive months. The Husband further agrees that commencing with the month of May, 1986,

that he will pay directly to the Wife, as periodic alimony, the sum of TWO HUNDRED FIFTY DOLLARS ($250.00) per month payable for twenty-four (24) consecutive months after which time the Husband's obligation to pay the Wife alimony shall cease.

11. The parties agree that each shall be responsible for the payment of their respective attorney's fees, and in addition, the Wife further agrees that the Husband shall no longer be responsible for payment of the court-ordered $500.00 pendente lite attorney's fee awarded to her attorney of record, Joe P. Binkley, Jr.

12. The Husband agrees to be responsible for the payment of all court costs incurred in this divorce litigation for which let judgment be entered and execution issue if necessary.

ENTERED this 10 day of June, 1985.

JUDGE

APPROVED FOR ENTRY:

JOE P. BINKLEY, JR.
Attorney for Wife
174 Third Avenue, North
Nashville, Tennessee 37201
615/244-8630

DENNIS WRIGHT
Attorney for Husband
P. O. Box 181
Madison, Tennessee 37116
(Signed with Permission by JPBjr)

BOOK 6695 PAGE 87

A 5 4 5 3

CERTIFIED REFERENCE

Oct 29 2 59 PM '85

FEE $ MAILED AFTER RECORDING
DAVIDSON COUNTY, TENN.

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* Probate *Circuit Court for Davidson County, Tennessee, on the* Eleventh *day of* June, *19* 85, *in Case Number* 84D-2621 *between* Josephine Denney McKinney *Plaintiff, and* Coy Thomas McKinney *Defendant, as same remains of record in Book* 31A, *Page* 142 *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* 29th *day of* October *in the year one thousand nine hundred and* eighty-five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117