143A/27

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCY GAFFORD McCANLESS)
)
VS.) NO. 84D-2079
)
JAMES CALDWELL McCANLESS, JR.)

Map 131-7-A
Par 21 Is

FINAL DECREE

This cause came on to be heard on the 4th day of March, 1985, before the Honorable ~~Muriel Robinson~~ William P. Griffin, IV, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon Complaint for Divorce filed by Wife and after testimony of the Wife, and introduction of the parties' agreement, the Court was of the opinion that the allegations had been fully sustained, that is, that the parties have irreconcilable differences and further, the Court affirmatively finds that the agreement entered into by and between the parties makes adequate and sufficient provisions for the custody and maintenance of the parties' minor children and for an equitable settlement of the property rights of the parties.

It is, therefore, ORDERED by the Court that Wife be and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED by the Court that the agreement entered into by the parties is affirmatively found to make adequate and sufficient provisions for the custody and maintenance of the parties' minor children and for an equitable settlement of the property rights of the parties. Said agreement is approved and made a part of this Final Decree, which reads in words and figures as follows:

1620 10/30 4037 IDENTIFICATION REFERENCE Oct 30 9 45 AM '85 FELIX Z. W. [illegible] REGISTER DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT,

CUSTODY AND CHILD SUPPORT AGREEMENT

This Agreement made and entered into this 4th day of March, 1985, by and between James C. McCanless, Jr. (Husband), and Nancy G. McCanless (Wife), both being citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties were married on August 28, 1971, in Rome, Georgia, and two (2) children have been born of this union, namely James C. McCanless, III, born on the 19th day of May, 1972, and Allison Leigh McCanless, born on the 18th day of January, 1978; and

WHEREAS, the parties own certain real property and personal property in either their own names or joint names; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabitate as man and wife, and they are now living separate and apart from each other; and

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights and all rights of support and maintenance of Wife by Husband, all homestead rights and all other rights of whatever description existing between the parties arising out of the marital relationship; and to provide for the care and support of the aforementioned minor children; and

NOW, THEREFORE, the parties hereto for and in consideration of the mutual promises herein made and of the acts to be formed by the parties hereto agree as follows:

1. Immediately upon execution of this Agreement, Husband does hereby release and relinquish to Wife all right, title and interest to the furniture and household belongings now at the residence of the parties located at 4260 Jamesborough Place, Nashville, Tennessee, excepting the following:

1. Two (2) glass front bookcases
2. One (1) antique rocking chair (bedroom)
3. One (1) recliner (den)
4. One (1) striped easy chair (den)
5. All yard and construction tools and equipment
6. One (1) picture of an owl (den)
7. One (1) drafting table and all drafting equipment
8. One (1) freezer
9. One (1) area rug (in attic)

Wife does hereby release and relinquish to Husband all right, title and interest in all furniture used by the parties during the term of their marriage now in the possession of Husband.

2. The parties agree to joint legal custody of the parties' minor children with the Wife having the actual physical care, custody and control of Allison Leigh McCanless and James C. McCanless, III, subject to reasonable visitation rights by the Husband.

3. Husband, commencing immediately, shall pay to Wife Two Hundred ($200.00) Dollars per month child support for each child, said money to be used for the education, welfare and benefit of the children. It is understood and agreed by the parties that Husband shall have the right to include both of the children as his dependents on his income tax returns.

4. Husband agrees to carry hospital and major medical insurance for the use and benefit of the minor children and the Husband agrees to bear the cost of any medical and dental expenses which are not paid by insurance for said minor children.

5. Husband agrees to pay to the Wife as alimony in futuro payments of Three Hundred Dollars ($300.00) each month until April 1, 1990. However, said payments shall cease upon the death, remarriage of the Wife or said date, whichever shall first occur.

6. Husband agrees to pay the tuition for private schools for the parties minor children if it is mutually agreed between the parties that attendance by a minor child in a private school is in the best interest of the child. Said tuition payments for James C. McCanless, III shall not exceed the tuition costs at Franklin Road Academy for the school year 1985-86 or Two Thousand Eight Hundred Dollars ($2,800.00). Said tuition payments for Allison Leigh McCanless shall not exceed the tuition costs at David Lipscomb School for the school year 1985-86 or One Thousand Six Hundred Fifty Dollars ($1,650.00). All costs exceeding such amounts shall be borne exclusively by the Wife.

7. Husband shall provide Wife free and unencumbered title to the 1982 Four-door Diesel Delta 88 Oldsmobile which Wife is currently driving, or a vehicle of equivalent value and condition, at his option. Husband shall replace or repair the windshield.

8. The real property known as 4260 Jamesborough Place, Nashville, Tennessee, currently owned by the parties as tenants-by-the-entireties, shall be placed on the market not later than three (3) months from the date of this agreement to be sold for a selling price not less than One Hundred Sixty-Five Thousand Dollars ($165,000.00) or such price as may be agreed upon by the parties. Any necessary repairs required to be done prior to a sale, or mutually agreed upon to enhance the sale of the property, shall be borne between Husband and Wife in the same percentage as the distribution of net proceeds from the sale of the property. The net proceeds from the sale of the property shall be divided between the parties fifty (50%) percent to the Wife and fifty (50%) percent to the Husband. The net proceeds is defined as the amount remaining after payment of all expenses of sale, including real estate commissions, if any.

9. So long as the divorce is uncontested and on the grounds of irreconcilable differences, Husband agrees to pay the court costs for the same. In any event, each party shall be responsible for their own attorney's fees.

10. It is further understood and agreed between the parties that this Agreement shall no way restrict either parties' right to maintain any suit for divorce, and it shall in no way restrict either parties' right to make a defense to such suit.

11. It is further understood and agreed between the parties that in the event a suit is filed and a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto; and, subject to the approval of the Court, child support.

12. Wife agrees to be responsible for all charges and charge accounts which she has incurred in her name or in the name of the Husband since his separation on or about September 1, 1983. Husband agrees to be responsible for and hold Wife harmless from any and all of his individual and the parties' joint debts incurred prior to September 1, 1983.

13. It is further understood and agreed that this property settlement agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto and is a full discharge of Husband from all other obligations to support Wife and a discharge from all other claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims each may have or hereafter acquire under the law of any jurisdiction on the others property, including without limitation, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, alimony, right to act as administrator or executor of each other's estate. This agreement applies to all property owned by the parties or any property that either of them may acquire in the future.

14. Each of the parties hereto covenant that from this date forward neither shall contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

15. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

16. Wife accepts the provisions of this agreement in full and final settlement of all claims and demands for alimony or for any other provisions for support and maintenance for herself and fully discharges Husband from all such claims and demands except as provided in this agreement.

17. It is further understood and agreed by and between the parties that this property settlement agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this agreement and their legal effect are fully known by each of the parties, and each acknowledges that the agreement is fair and equitable and that it has been entered into voluntarily.

IN WITNESS WHEREOF, the parties have, having read this agreement and familiarized themselves with its contents, signed and executed this agreement on the day and date above written.

James C. McCanless, Jr.

Nancy G. McCanless

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, a Notary Public, in and for said County and State, the within named James C. McCanless, Jr., who acknowledges that he executed the above instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee this 4 day of March, 1985.

NOTARY PUBLIC

My commission expires: 7-17-88

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, a Notary Public, in and for said County and State, the within named Nancy G. McCanless, who upon oath, acknowledges that she has executed the above instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, this 4th day of March, 1985.

Judy Raines
NOTARY PUBLIC

My commission expires: 10/19/86

It is further ORDERED by the Court that the real property heretofore owned by the parties as tenants by the entirety is now vested in the parties as tenants in common and said property is described in words and figures as follow:

> Being Lot No. 21 on the Plan of Hillsboro Place, Phase II, as fo record in Book 5200, page 42 and revised in Book 5200, page 160, Register's Office for Davidson County, to which plat reference is hereby made for a more complete description.

ENTER this 4th day of March, 1985.

SPECIAL JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Wife

WILLIAM A. CRAGG
Attorney for Husband

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy fo the foregoing to attorney for husband, William A. Cragg, 23rd Floor, L&C Tower, Nashville, Tennessee 37219-2283, on this the 4 day of March, 1985.

JACK A. BUTLER

BOOK 6696 PAGE 9

Mail
Jack Kutter
atty
1st Amer Center
37238

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* Fifth *day of* March, *19* 85, *in Case Number* 84D-2079 *between* Nancy Gafford McCanless *Plaintiff, and* James Caldwell McCandless, Jr. *Defendant, as same remains of record in Book* 143A, *Page* 27 *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* 3rd *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 Virginia Lacey *D.C.*

Form #GR-117