IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1981 JUN -4 PM 3:11
GEORGE L. ROOKER, CLERK
D.C.

MARK A. SNEED,

Plaintiff

VS.

LINDA A. SNEED,

Defendant

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NO. 81D-240

F I N A L D E C R E E

This cause came on to be heard before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court, on the 4th day of June, 1981, Property Settlement Agreement executed by and between the parties, it appearing that the Defendant, Linda A. Sneed, having withdrawn her Answer and Cross-Bill by Agreed Order, the interrogatories of the Plaintiff, Mark A. Sneed, from all of which the Court finds that the parties have suffered irreconcilable differences to their marriage.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Mark A. Sneed, have and recover an absolute divorce from the Defendant, Linda A. Sneed, on the grounds of Tennessee Code Annotated §36-801(LL), Irreconcilable Differences, and be restored to all rights and privileges of an unmarried person.

IT IS, FURTHER ORDERED, that the Court has approved the Property Settlement Agreement and hereby approves same and a copy is attached and made a part of this divorce.

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

ENTERED this _____ day of _____, 1981.

JUDGE

6/4/81

APPROVED FOR ENTRY:

WILLIAM L. UNDERHILL
Attorney for Plaintiff

810-24

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PROPERTY SETTLEMENT AGREEMENT

WHEREAS, MARK A. SNEED(hereinafter referred to as Mr. Sneed) has presently pending against LINDA A. SNEED (hereinafter referred to as Mrs. Sneed) a civil action for divorce in the Third Circuit Court for Davidson County, Tennessee, at Nashville bearing Appearance No. 81D-240; and

WHEREAS the parties desire to settle their financial differences and property rights without waiving the right to contest the divorce, it is hereby expressly agreed by and between the parties as follows:

I.

That this agreement shall in no way prevent either party from contesting the right of the other party to a divorce but expressly reserves to each party their rights in this regard.

II.

That in the event Mr. Sneed is awarded a divorce on an uncontested basis, the parties agree as follows to their respective property rights:

1. The home of the parties located at 315 Fairlane Drive, Nashville, Davidson County, Tennessee, presently owned by the parties, Mr. and Mrs. Sneed, as tenants by the entirety subject to an encumbrance, shall become the sole and exclusive property of Mr. Sneed, and Mrs. Sneed hereby specifically agrees to execute all necessary instruments to divest herself of all her right, title and interest to the said property and into the singular name of Mr. Sneed. Upon the execution of these instruments by Mrs. Sneed, Mr. Sneed expressly agrees thereafter to keep Mrs. Sneed free, harmless and indemnified of and from any and all debts, charges, mortgages and other liabilities heretofore contracted addressing themselves to the said premises.

2. Mrs. Sneed shall have and retain all of the property of the marriage currently in her possession at her present address at Route #1, Inavale Drive, Brentwood, Williamson County, Tennessee, and shall be permitted to take possession of all of the furniture and household goods presently located at the home of the parties at 315 Fairlane Drive, Nashville, Davidson County, Tennessee, which are set out on an itemized listing appended hereto as "Exhibit A" of this Agreement.

Mr. Sneed shall have and be awarded all of the remaining items of furniture, appliances and household goods presently located at the home of the parties at 315 Fairlane Drive, Nashville, Davidson County, Tennessee.

3. Mr. and Mrs. Sneed expressly agree that each of the parties shall have and retain all right, title and interest in each of their personal clothing and jewelry as well as all other items of personalty uniquely theirs or otherwise which they brought into the home of the parties at the time of their marriage.

4. Mrs. Sneed shall have and be awarded all right, title and interest in a 1971 Ford Mustang automobile presently titled and licensed exclusively in the name of Mrs. Sneed.

5. Mr. Sneed expressly agrees to maintain a policy of medical insurance under which the minor child of the parties, Nicholas A. Sneed, shall be a beneficiary until the said child shall attain the age of eighteen (18) years and Mr. Sneed further agrees to take all steps necessary to perfect all claims covered by such a policy of medical insurance upon the presentation of supporting documentation by Mrs. Sneed. Mr. and Mrs. Sneed expressly agree that each of the parties shall be responsible for the payment of one-half of all uninsured medical expenses of the said minor child until he shall attain the age of eighteen (18) years.

6. Mr. Sneed expressly agrees that he shall either maintain a policy of dental insurance under which the minor child of the parties, Nicholas A. Sneed, shall be a beneficiary until he shall attain the age of eighteen (18) years pursuant to which Mr. Sneed will take all steps necessary to perfect all claims covered by such a policy of dental insurance upon the presentation of supporting documentation by Mrs. Sneed, and in such event Mr. and Mrs. Sneed expressly agree that each of the parties shall be responsible for the payment of one-half of all uninsured dental expenses of the said minor child until he shall attain the age of eighteen (18) years or, in the event Mr. Sneed elects to forego the maintenance of such a policy of dental insurance, except for orthodontic appliances, Mr. Sneed expressly agrees that he shall be solely and exclusively responsible for all of the dental expenses of the minor child of the parties, Nicholas A. Sneed, until the said minor child shall attain the age of eighteen (18) years.

7. Mr. Sneed expressly agress to maintain each and every policy of life insurance currently in force and effect and shall retain the minor child of the

parties, Nicholas A. Sneed, as the sole beneficiary on all such policies of life insurance until the said minor child of the parties shall reach the age of eighteen (18) years.

8. Except as otherwise provided herein, Mr. Sneed covenants at all times to keep Mrs. Sneed free, harmless and indemnified of and from any and all debts, charges, mortgages or liabilities heretofore contracted or incurred by him individually or jointly with Mrs. Sneed for which they are or may become liable.

9. Mrs. Sneed expressly agrees that except as provided herein, she shall be solely responsible for any and all debts, mortgages, charges or liabilities heretofore contracted on incurred by her since the establishment of a separate residence from that of Mr. Sneed and further agrees to be solely responsible for all such obligations which shall be incurred at any future date.

10. Any joint checking account and/or joint savings account shall be divided equally between the parties utilizing whatever balance, with accrued interest, if any, exists as of the date upon which a Final Decree of Divorce is awarded between the parties. Any checking account or savings account held exclusively in the name of either party shall be determined to be the property of that party in whose name any such account is maintained.

III.

That Mr. Sneed and Mrs. Sneed mutually agree and acknowledge that they have concurrently determined it to be in the manifest best interest of the minor child of the parties, Nicholas A. Sneed, two (2) years of age, that he avoids the unnecessary emotional trauma of a contested hearing relative to his custody and in this regard, Mr. and Mrs. Sneed agree that Mrs. Sneed shall have the exclusive care, custody and control of the said minor child of the parties until he shall attain the age of eighteen (18) years and in being granted said care, custody and control, Mrs. Sneed agrees to maintain and support the minor child from such an allowance as Mr. Sneed is at any time obliged to provide, such an exclusive custody subject, however, to the rights of Mr. Sneed as hereinafter set forth.

1. Mr. Sneed shall have the right of visitation with the said minor child on alternating weekends from 5:00 p.m. on Friday until 5:00 p.m. on Sunday. In addition, until the minor child of the parties shall become enrolled in the first grade, Mr. Sneed shall have the right of visitation on alternating Tuesdays from

5:00 p.m. until 8:00 p.m. Mr. Sneed may also exercise the right of visitation with the said minor child at such additional times and places as may be mutually agreed upon by and between the parties.

2. Mr. Sneed shall have the right of visitation with the minor child of the parties for contiguous days equal to one-half of the duration of the Christmas vacation received by the minor child each calendar year and beginning with Christmas, 1982, this visitation shall include Christmas Day with such visitation thereafter to include Christmas Day on alternating years.

3. Beginning Thanksgiving, 1981, Mr. Sneed shall have the right of visitation with the said minor child from 5:00 p.m. on the Wednesday preceding Thanksgiving until 5:00 p.m. on the Sunday following Thanksgiving with this right of visitation to be thereafter exercised on alternating years.

4. Beginning with Easter vacation, 1982, Mr. Sneed shall have the right of visitation with the said minor child from 5:00 p.m. on the Friday on which the Easter vacation is scheduled to begin until 5:00 p.m. on the Sunday wherein the Easter vacation is scheduled to end with the said right of visitation thereafter to be exercised on alternating years.

5. Mr. Sneed shall have the right of visitation with the said minor child for a period of two (2) contiguous weeks during the child's summer vacation, beginning in the year 1981 with these two weeks to coincide with the employment vacation of Mr. Sneed. Mr. Sneed shall give Mrs. Sneed at least thirty (30) days notice in writing of his intention to exercise this right of visitation with the said minor child of the parties.

6. Mrs. Sneed agrees that she will at all times apprise Mr. Sneed of the place of her residence as well as the residence of the minor child of the parties.

7. For so long as Mrs. Sneed shall have and maintain the exclusive care, custody and control of the minor child of the parties, Nicholas A. Sneed, Mr. Sneed shall pay directly to Mrs. Sneed, as and for the support and maintenance of the minor child of the parties the sum of TWENTY FIVE ($25.00) DOLLARS per calendar week, commencing on the 11th day of May, 1981, and continuing until the minor child of the parties shall attain the age of eighteen (18) years, marries, dies or shall no longer be in the custody of Mrs. Sneed, whichever shall first occur.

8. Should the financial condition of either party materially change during the minority of the said minor child of the parties or should the needs of the minor child materially change, both Mr. and Mrs. Sneed expressly reserve the right to resubmit the issue of appropriate child support to the Court of competent jurisdiction awarding a divorce between the parties.

9. Mr. Sneed expressly agrees that Mrs. Sneed shall at all times have and be permitted to claim the minor child of the parties as a dependent and deduction when filing her income tax return with the United States Internal Revenue Service beginning with her return for the calendar year 1981 and for each succeeding year.

IV.

That Mr. Sneed expressly agrees that on the day a Final Decree of Divorce is entered between the parties on an uncontested basis, he shall begin to pay directly unto Mrs. Sneed as and for her spousal support and maintenance an in solido award of FOUR THOUSAND TWO HUNDRED ($4,200.00) DOLLARS which shall be paid on an installment basis of FIFTY ($50.00) DOLLARS per calendar month for seven (7) years and which shall be and constitute the full extent of that which shall be required of Mr. Sneed as and for her spousal support. Mrs. Sneed further expressly agrees that upon receipt of the final installment constituting the payment in full of the said sum of FOUR THOUSAND TWO HUNDRED ($4,200.00) DOLLARS, she thereupon waives whatever right or interest which she may have to receive further periodic sums of alimony or spousal support from Mr. Sneed upon the awarding of a Final Decree of Divorce between the parties.

V.

That Mr. Sneed and Mrs. Sneed mutually agree and acknowledge that they concurrently relinquish, waive and disclaim any and all interest, right and entitlement which each of them may have as to the future estate of the other party, including but not being limited to all future revenues, earnings, gifts, and that which my be received through inheritance, either by testamentary bequests of intestate succession, and each of the parties further relinquish, waive and disclaim any residual marital right which each of the parties may have in the said future estate of the other party.

VI.

That Mrs. Sneed expressly agrees that she shall be solely and exclusively responsible for the payment of her attorney fee to the firm of Dodson, Harris, Robinson & Aden, 900 Nashville City Bank Building, Nashville, Davidson County, Tennessee and Mr. Sneed expressly agrees that he shall be solely and exclusively responsible for his attorney to William L. Underhill, 214 Third Avenue North, Nashville, Davidson County, Tennessee arising out of the aforementioned cause of action for divorce presently pending in the Third Circuit Court for Davidson County, Tennessee, here in Nashville.

VII.

The legal and practical effects of this Agreement in each and every respect and the financial status of the parties have been fully explained to the said parties and they acknowledge that it is a fair agreement and is not the result of any fraud, duress and/or undue influence exercised by either party upon the other or by any person or persons upon either party.

VIII.

The parties and each of them hereby acknowledge that this Agreement represents the settlement and satisfaction in full of all claims by and between them and represents a full and complete division of their joint property and of the interest of the property of each other and that this Agreement shall be incorporated into a judgment for divorce subject to the approval of the Court having jurisdiction thereof.

IN WITNESS WHEREOF we have affixed our signatures on this the ___ day of May, 1981, in Nashville, Davidson County, Tennessee.

WITNESS

MARK A. SNEED

WITNESS

LINDA A. SNEED

KITCHEN

All flatware
Cooking utensils
Dishes and glasses (everyday)
Cookware - pots, pans, skillets
Everything in cabinets - mixing bowls, spices, etc.
Table and chairs
Pictures
Countertop items - cannister set and cook books

LIVING ROOM

Flowers and pictures
Hutch - china, crystal, silver (in box)
David's lamp
Crystal bell
Crystal
China
Silver

BATH

Towels

NICHOLAS' ROOM

Drapes
Pictures

BEDROOM

Drapes and spread

DEN

Air conditioner
Pictures
Mixer
Wedding appliances in closet
Sewing machine cabinet and stool

UTILITY ROOM

High chair, changing table, play pen, baby furniture
Tennis racket

MISCELLANEOUS ITEMS

Division of items in attic, shed and beneath house.
Division of items in filing cabinets and desk drawers.
Division of items in closets.
Personal bank statements, paid bills and records of Nicholas'.

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct* ~~transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mark A. Sneed *Plaintiff, and* Linda A. Sneed *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 9th. *day of* June *in the year one thousand nine hundred and* Eighty-One *and in the* 205th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Tucker, *D. C.*

Form #GR-117