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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

K. Langford

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MARY JANE HUDDLESTON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 86D-1605
	)	
DONALD L. HUDDLESTON,	)	
	)	
Defendant.	)	

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FINAL DECREE

This cause came on to be heard on the 24th day of October, 1986, before the Honorable Muriel Robinson, Judge, upon the original Complaint for Absolute Divorce filed by Mary Jane Huddleston and the answer filed by Donald Huddleston, the property settlement agreement entered into by the parties, and the statement of counsel and testimony of witnesses in open court. Based on the foregoing, the Court finds that the parties are entitled to an absolute divorce on the grounds of irreconcilable differences.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

The property settlement, child custody and support agreement heretofore executed by the parties is hereby approved by the Court and each and every provision of said agreement is hereby made a specific order and decree of the Court, which agreement is set forth as follows:

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GEORGE L. ROCKER, CLER
D.C

PROPERTY SETTLEMENT, CHILD CUSTODY AND SUPPORT AGREEMENT

This agreement, is entered into by Mary Jane Huddleston (hereinafter Wife) and Donald Huddleston (hereinafter Husband) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as follows:

WHEREAS, the parties have experienced marital difficulties resulting in the institution in Civil Action No. 86D-1605 in the Circuit Court for Davidson County, Tennessee by Wife requesting an absolute divorce from Husband; and

WHEREAS, it is the decision of the parties, insofar as they are able to do so without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, child custody rights, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

Now, therefore, the parties hereby agree as follows:

1. The parties are the parents of two minor children, Jennifer Brooke Huddleston, born March 22, 1979 and Adam Luke Huddleston, born January 7, 1982. The parties agree that the custody of Jennifer and Adam shall be vested in them jointly. Both children will reside with Wife and she shall have physical custody of them at all times, except for the specific times that physical custody is granted to the Husband below:

A. Husband shall have physical custody and visitation privileges with both children as follows:

(1) Every Wednesday evening from 6 p.m.

to 9 p.m., with flexibility allowed due to Husband's irregular work hours and overtime;

(2) Every weekend from 6 p.m. on Friday to 9 p.m. Sunday;

(3) For the period of Husband's summer vacation, every summer, with Husband to designate the period at least one month in advance. If Husband is not out of town with children during that period, then Wife shall have physical custody and visitation on Wednesday afternoon from 1 p.m. to 6 p.m. during the period. If husband's vacation period exceeds two weeks, Wife shall have visitation on the intervening weekends, from 6:00 p.m. on Friday to 9:00 p.m. on Sunday.

(4) The parents shall alternate physical custody of the children on the seven major holidays. In even numbered years, Mr. Huddleston shall have physical custody of the children throughout the entire day of New Years Day, Easter Sunday, Thanksgiving Day, Labor Day and one of the two weeks of the children's Christmas holidays. In even numbered years, Wife shall have physical custody of both children throughout the day on the Holidays of Fourth of July, the Friday after Thanksgiving, Memorial Day, Christmas Day, and one of the two weeks of the children's Christmas holidays. In odd numbered years, the physical custody on Holidays will be reversed with Wife having the children all day on New Years Day, Easter Sunday, Thanksgiving Day, Labor Day and one of the two weeks of the children's Christmas holidays. In odd numbered years Husband will have the children on Fourth of July, Memorial Day, Friday after Thanksgiving Day, Christmas Day and one of the two weeks of the children's Christmas holidays. In addition, Wife will have physical custody of both children all day on Mother's Day every year and Husband will have physical custody of both children all day on Father's Day every year. Visitation on the children's birthdays will be shared equally by the parents. The

specific provisions of this subparagraph shall override general visitation and physical custody of the other subparagraphs herein. The children shall be allowed to spend time with the paternal grandparents if they wish, for up to two weeks per year during the children's summer vacation.

(5) The Wife shall have the right to physical custody of the children one weekend during every calender month. She shall specify which weekend she wishes to have the children at least one week in advance.

(6) The parties recognize that husband will occasionally have to work on weekends when he has physical custody of the minor children. When that happens, Wife shall have physical custody of the children during the hours husband is working on that particular weekend, unless the parties agree otherwise, and husband will have extra visitation during the following week for the same number of hours he missed due to the weekend work.

(7) Each party shall have the right and responsibility to make day to day decisions regarding the children when they have physical custody of them. This shall include emergency nonelective medical decisions.

(a) All non-emergency medical treatment and elective medical treatment shall be by mutual decision of the parties.

(b) The parties shall jointly agree on where the children will attend school. If either parent wishes to place the children in a private school, the parent so desiring shall pay the entire school tuition. Husband and Wife shall each pay 1/2 of the children's school expenses (other than private school tuition) until the children have completed their high school education. Husband and Wife shall each pay 1/2 of college expenses for each child if they desire to attend college. The school records of the children shall be equally available to both parents.

(c) The parties agree that the

husband shall be entitled to claim Jennifer as a dependant for Federal Income Tax purposes and Wife will be entitled to claim Adam as a dependant for Federal Income Tax purposes.

(d) Neither party shall allow any person of the opposite sex to whom they are not related by blood or marriage to spend the night at their respective residences in the presence of their minor children. The same provision shall apply while either Husband or Wife is out of town with one or both of the minor children.

(e) The physical custody provisions shall remain in effect as long as both parties live within 20 miles of the nearest border of Davidson County. In the event that either party wishes to permanently move his or her residence to a location that is more than 20 miles from the nearest border of Davidson County, he/she must give notice to the other party at least 30 days in advance of moving. After such notice is given, Husband and Wife shall meet and attempt to negotiate a reasonable adjustment in the physical custody and visitation provisions provided herein. If they are not able to agree, than either party may petition the Court for an adjustment in physical custody and visitation.

(f) Husband shall continue to carry both children with full major medical and hospitalization insurance. Husband and Wife will each pay 1/2 of all medical, dental, and optical expenses that are not covered by that insurance. The children will not be provided with psychological therapy or other counseling services without the agreement of both Husband and Wife. If either party unilaterally provides the children with psychological therapy or other counseling services, for reasons other than medically diagnosed problems, that party shall pay the full cost of such treatment.

(g) Husband and Wife each shall carry at least $50,000 of life insurance on his/her life with both minor children as beneficiaries until both children have

reached 18 years of age. In the alternative, if Wife elects not to carry life insurance she will execute a will naming the children her primary beneficiaries.

(h) Husband shall pay $50 per week per child as child support, payable on Sunday of every week. However, Husband will not make any child support payments to Wife for his vacation period and for the one week at Christmas time each year during which weeks that he has physical custody of the children.

2. Husband shall transfer all his right, title, and interest in the 1984 Nissan Maxima automobile to Wife and Wife shall hold Husband harmless from the debt secured by that automobile. Husband owns no other automobile.

3. The parties will each keep their respective clothing and personal effects. In addition, Mr. Huddleston will keep the following personal property: video camera; VCR; computer; his tools; 1/2 of the garden tools; one set of flatware; 1 love seat; the dining room table and chairs; the bedroom furniture stored at his mother's house; 1/2 of the linens; the portable television set; the furniture stored in the garage; two lamps and the stereo. Mrs. Huddleston will keep the rest of the personal property located in their residence at 121 Saxon Mist Drive, including, but not limited to, the articles she inherited during the marriage. In addition Mr. Huddleston will replace the VCR with one of equal value for Mrs. Huddleston to keep.

4. The parties own a residence 121 Saxon Mist Drive, Nashville, Davidson County, Tennessee, and Husband owns an undivided 1/2 interest in a farm containing approximately 33 1/2 acres more or less in Putnam County, Tennessee. Wife will convey all of her right, title and interest in the farm in Putnam County, Tennessee to Husband. Husband will convey all of his right, title and interest in the residence at 121 Saxon Mist Dr. in Nashville, Tennessee to Wife. Wife will hold husband harmless from the

indebtedness secured by the residence in Davidson County and the indebtedness to Nashville Electric Service for the insulation loan and Husband will hold Wife harmless from the indebtedness secured by the farm in Putnam County.

5. Husband has a small retirement fund from Ford Motor Company which he will retain naming the children as primary beneficiaries.

6. Husband and Wife own jointly approximately four shares of Ford Motor Company Stock which will be transferred into the children's names if possible. If not the shares will be divided equally between Husband and Wife.

7. Wife owns four United States Savings Bonds worth $25 on maturity which she will retain.

8. Wife inherited in excess of $100,000 during the marriage, which is her separate property. The parties agree that the following funds represent monies inherited by Wife, which shall remain her separate property. Husband will convey all of his right, title and interest in these funds to Wife, and will sign all documents necessary to place these funds in her sole name.

FUNDS	APPROXIMATE VALUE	ACCOUNT NUMBER
Strategic Investments	5,000.00	1000845691-8
Commerce Union Bank	23,165.00	209064774
National Investors Life	23,000.00	9508296
Fidelity Investment	17,900.00	0209900802
Fidelity Investment IRA	6,000.00	0205780117
Ford Glass Plant Credit Union	20,000.00	778010907708
Wife's contribution to down payment for house	12,000.00	
Wife's equity from first home	9,200.00	
Total	116,265.00	

9. Husband will retain the vested balance in his

Nissan Investment Savings Plan, Account No. 414-90-1162-4261 and in the Fidelity Investment IRA Account No. 0205781438. Wife will convey all of her right, title and interest in these accounts to Husband and will sign all documents necessary to place these accounts in his sole name.

10. The residence at Saxon Mist Dr. was paid for primarily with funds inherited by Wife, but Husband also contributed approximately $9,400 of equity from his own separate funds received as part of a personal injury settlement. The remaining equity in the house is joint marital property. There is a small amount of joint marital property in the equity in the Putnam County farm. Forty-five hundred dollars of the Fidelity Investment IRA account 0205781238 came from the joint bank account of the parties and Husband will retain that as his separate property. The 1984 Nissan Maxima was purchased with a down payment made by Wife from her own separate property. In order to compromise and settle all of the respective claims of the parties and enable them to:

(1) obtain their own separate property to which they are entitled: and

(2) to divide fairly and equitably the joint marital assets, the parties agree that, in addition to the property transfers and settlements described herein, Wife shall make a cash payment in the amount of $15,000 to Husband in settlement of the remainder of their property rights. The payment will be made when this agreement has been fully executed and approved by the Court. Husband is not required to move from 121 Saxon Mist Dr. until he receives such cash payment from Wife. Further, he will be given a reasonable time in which to find other housing, but not more than ninety days after cash settlement. During that reasonable time husband will pay 1/2 of the mortgage payment and utility bills.

11. Each party will pay his/her own attorneys

fees. The court costs will be divided equally between the parties. Each party agrees to execute all documents necessary to effectuate the property settlements and transfers set forth hereinabove.

12. The parties agree that neither of them shall incur any indebtedness relying on the credit of the other after the date of the execution of this agreement. Husband agrees to hold Wife harmless from the joint Master Card account.

13. Wife shall have the right to elect to continue to be covered by Husband's current medical and hospitalization insurance with Nissan, at Wife's expense, as long as such coverage is available.

14. It is understood and agreed between the parties that this agreement shall be introduced in the divorce proceedings now pending in the Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation in the Final Decree of Divorce between the parties.

15. The parties acknowledge that there are no assets owned by them, either jointly or individually, which are not reflected by the terms of this agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

16. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. This agreement is entered into voluntarily after each party has consulted with legal counsel, and each party acknowledges that they understand all of the terms and conditions of this agreement and that this agreement is fair and equitable.

17. This agreement contains the entire understanding of the parties. There are no representations,

warranties, or promises other than those expressly set forth herein.

This agreement is executed in triplicate and a copy of this agreement is being retained by each party. The third original copy will be tendered to the Court as part of the Final Decree of Divorce between the parties.

Mary Jane Huddleston
Mary Jane Huddleston, Wife

Sworn to and subscribed
before me this 24th day
of October, 1986.

Betty W. Horn
Notary Public

My Commission Expires: 10/24/88

Donald L. Huddleston
Donald L. Huddleston, Husband

Sworn to and subscribed
before me this 24th day
of October, 1986.

Betty W. Horn
Notary Public

My Commission Expires: 10/24/88

The parties stipulate that their current addresses are as follows:

Mary Jane Huddleston
121 Saxon Mist Drive
Nashville, TN 37217

Donald Huddleston
Harbortown Apartments
Apartment C-46
2999 Smith Springs Road
Nashville, TN 37217

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the child support required by the terms of this Order shall not be reduced or prorated unless specifically ordered by this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, Mary Jane Huddleston, shall be and is hereby awarded an absolute divorce from Defendant, Donald Huddleston, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause, shall be, and are hereby, divided equally with one-half taxed against Husband and one-half taxed against Wife.

IT IS ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this decree.

MADE and **ENTERED** on this the 20th day of November, 1986.

MURIEL ROBINSON, JUDGE

AGREED TO AND APPROVED FOR ENTRY:

GERALD D. NEENAN
Attorney for Plaintiff
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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* 20th *day of* November, *19* 86, *in Case Number* 86D-1605 *between* MARY JANE HUDDLESTON *Plaintiff, and* DONALD L. HUDDLESTON *Defendant, as same remains of record in Book* 157B, *Page* 122 *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* 26th *day of* November *in the year one thousand nine hundred and* eighty-six *and in the* Two Hundred and Elevneth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Dan Hinnell *D.C.*

Form #GR-117