127C/2072

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUN 31 PM 1:41

D.C.

LINDA BERRY HOLMES,

Plaintiff,

-vs-

JOHN THOMAS HOLMES,

Defendant

No. 83D-467

BOOK 7265 PAGE 355

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 27th day of May, 1983, before the Honorable Harry S. Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, upon Plaintiff's complaint for divorce, testimony of the Plaintiff in open Court, statement of counsel, review of the Property Settlement Agreement entered into between the parties from all of which the Court is of the opinion that there has been sufficient and adequate provision made for the minor child of the marriage and that there has been an equitable division of property rights of the parties, and the entire record in this cause, from all of which the Court is of the opinion that such irreconcilable differences have arisen in the marriage that do prohibit the parties from living together as husband and wife.

It is, therefore, ORDERED, ADJUDGED, AND DECREED that the Plaintiff be granted an absolute divorce from the Defendant; that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby perpetually dissolved; and that the parties be and are restored to all rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED, AND DECREED that the Property Settlement Agreement, previously filed in this cause, is incorporated herein by reference as fully as if set out verbatim, is approved, the Court having reviewed the agreement and determining that there has been sufficient and adequate provision made for the minor child of the parties

and that there has been an equitable division of the property rights of the parties.

It is further ORDERED, ADJUDGED, AND DECREED that the costs of this cause are taxed to the Plaintiff and Defendant, equally, for which execution may issue, if necessary.

ENTER this the 31 day of May, 1983.

Harry S. Lester, Judge

APPROVED FOR ENTRY:

Randall L. Kinnard
Attorney for Plaintiff
Fourth Floor, St. Cloud Corner
500 Church Street
Nashville, Tennessee 37219

CERTIFICATE OF SERVICE

I, Randall L. Kinnard, do hereby certify that I have sent a true and exact copy of the foregoing Final Decree to Attorney Connie Jones, Suite 400, 219 Second Avenue, North, Nashville, Tennessee, by U.S. Mail, postage prepaid, this the 26th day of May, 1983.

Randall L. Kinnard

FILED
1983 FEB 10 PM 3:34
GEORGE C. ROBERTS, CLERK
D.C.

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made this 4th day of February, 1983, between Linda Berry Holmes, hereinafter referred to as "Wife," and John Thomas Holmes, hereinafter ~~referred to as~~ "Husband."

WITNESSETH:

WHEREAS, the parties have been married since September 21, 1974, and there is one child (Amanda Elizabeth Holmes) born of the union of the parties.

WHEREAS, the parties acknowledge that irreconcilable differences exist between the parties which have caused them to determine that they can no longer continue the marriage relationship, and it is the desire of both parties to finally and forever determine and settle the rights as between them, all rights of support and maintenance and alimony, all child support rights and custody rights, and all dower and homestead rights, together with any and all rights existing between the parties growing out of their marital relationship. The parties desire to enter into this Agreement in an amicable and mutually acceptable manner, such that a divorce shall be able to proceed upon the grounds of irreconcilable differences.

1. REAL PROPERTY:

The parties presently own as tenants by the entirety a condominium located at 856 General George Patton Road in Nashville, Davidson County, Tennessee.

It is agreed that the parties will continue common ownership of the said condominium. The Wife shall be allowed to remain in the home and shall assume all financial obligations including, but not limited to, mortgage payments, maintenance fees, taxes, and other expenses and upkeep related to the said condominium.

When four (4) years have elapsed from the date of entry of the final decree in this cause, the Wife shall pay to the Husband the sum of $8,000.00 representing the

husband's one-half share of the parties' equity in the condominium at the time of their separation.

Upon receipt of the said payment from the Wife, the Husband shall quitclaim all his right, title and interest in and to said condominium to the Wife, and the Wife shall agree to hold the Husband harmless as to any indebtedness against said property.

At the end of the four (4) year period, if the Wife cannot make the said payment to the Husband as contemplated without selling the condominium, the Wife agrees to sell the condominium and pay to Husband the aforementioned sum from the proceeds. The Wife shall have the absolute right to retain the condominium as long as she wishes, provided however that the said payment to the Husband shall be made no later than four (4) years from the date of the final decree. The Wife may elect to sell the condominium at any time prior to the expiration of the said four (4) year period, provided however, that if the condominium is sold prior to expiration of four (4) years, the said $8,000.00 payment shall be made to the Husbandfrom the condominium sale proceeds, at the time of closing.

In the event Wife elects or is required to sell the condominium, the Husband agrees that he will execute the necessary documents required to effect said sale and will join with her in the deed conveying said property to the purchaser.

2. AUTOMOBILES: The Volkswagen Rabbit shall become the sole and exclusive property of the Husband. He shall have exclusive title for same and shall be responsible for any and all liabilities in connection thereto. Wife shall have as her sole and exclusive property the Monte Carlo. She shall have sole title to same and shall be responsible for

any and all liabilities regarding this automobile from the date of the final decree of divorce.

3. OTHER PERSONAL PROPERTY: Husband shall have as his sole and exclusive property the Renken boat. He shall have sole title in the boat and shall be responsible for any and all liability in connection to same. In respect to furnishings, appliances and other household goods, the parties already have agreed to their disposition with each party receiving a fair percentage of personalty.

4. DEBTS: Husband shall be responsible solely and fully for all current debts of the parties (except those enumerated above for which the Wife shall be responsible). In respect thereto, Husband shall be responsible for ensuring payment to the creditors for all current debts (except the debts for which the Wife shall be responsible, as noted above).

5. STORAGE SPACE AT CONDOMINIUM (MAXIMUM OF 4 YEARS) FOR HUSBAND: The Wife shall permit the Husband to store the Renken boat at an appropriate storage spot at the condominium and shall also permit Husband to store his tools in the storage shed. To avoid inconvenience to the Wife, Husband shall call the Wife in advance of the removal from or return of any items to ensure Wife is aware of same. This privilege of storage shall of course cease when Wife sells condominium or four (4) years from the date of entry of the final decree, whichever occurs first.

6. PROVISIONS AS TO THE CHILD, AMANDA ELIZABETH HOLMES:

A. EDUCATION:

(1) PRE-GRADE SCHOOL YEARS: During the pre-grade school years of Amanda Elizabeth Holmes (hereinafter referred to as "child"), Husband shall pay as part of child support, for the benefit of the child, all educational expenses, including tuition for private school,

educational materials, books and equipment. Tuition payments shall be paid by Husband directly to the educational institution as they are due. In the event the Wife pays for any educational materials, books or other equipment for educational purposes, Wife shall be reimbursed for same by Husband within one (1) month of providing Husband with evidence of the said expense and her payment of the same.

(2) During grades 1 - 12 of the child, Husband shall pay, as part of child support, for the benefit of the child, all educational expenses, including tuition for private school, educational materials, books and equipment. Tuition payments shall be paid by Husband directly to the educational institution. In the event the Wife pays for any educational materials, books or other equipment for educatonal purposes, Wife shall be reimbursed for same by Husband within one (1) month of providing Husband with evidence of the said expense and her payment of the same.

(3) COLLEGE (4 Years): Husband agrees to pay for four (4) years the tuition costs, books, equipment and other educational materials in connection to the child's attendance at the college of her choice; however, whether the child attends a state college or a private college, the amount of money the Husband shall be obligated to pay toward tuition costs shall not exceed the average resident tuition costs at that time charged by the state colleges in the state in which the child attends college. Husband also agrees to pay the costs of the child's room and board during her college enrollment at a rate equivalent to a dormitory room rate at the college of her attendance (even if the child lives off campus). The Husband shall make payments as due.

B. PARENTAL INVOLVEMENT WITH CHILD'S SCHOOL: Both parties agree that each should attend parent conferences as frequently as is reasonable, and be active in school events as their schedules allow.

C. MEDICAL AND DENTAL EXPENSES: Husband shall be responsible for all reasonable and necessary medical and dental expenses for the child until the child has completed her college education. Until such date, Husband shall maintain adequate insurance to cover the costs of medical expenses. The following portion of this Agreement is mentioned not for "exclusive" purposes but rather to ensure that the child is protected: Husband shall be responsible for any reasonable and necessary expenses in relation to the child's hearing problem. This includes the cost of hearing aid replacements, batteries, ear molds, speech therapy, hearing therapy, etc.

D. OTHER CHILD SUPPORT: The Husband agrees to pay to the Wife "other child support" in the amount of $250.00 per month. Each year on the anniversary date of the execution of this agreement, the amount of monthly "other child support" shall be increased by the same percentage as the Consumer Price Index of the U. S. Department of Labor, Bureau of Labor Statistics, shall have increased during the year immediately preceeding.

E. CUSTODY: The parties agree to joint, physical custody with time and authority shared and divided between them. All major issues concerning the child shall be discussed jointly, but the day-to-day decisions for the child shall rest with the parent who has custody at the time. Each parent shall have equal access to all health and school records of the child. When the child is with one parent, the other shall have the right to speak to the child on the telephone for an unlimited period of time.

The child shall live with each of her parents on a rotating schedule as follows: three (3) weeks with the Wife, then one (1) week with the Husband, and every other weekend with the Husband.

The child shall live with the Wife from Monday, 6:00 p.m. until the second Friday of the Wife's custody. The Husband shall then have the child from 6:00 p.m. of the second Friday until the following Monday at 6:00 p.m. The child shall live with the Wife from that time until the next Monday at the 6:00 p.m. Then the Husband shall have the child from 6:00 p.m. on that Monday until 6:00 p.m. the following Monday.

Changes in the time at which either parent is to relinquish or assume physical custody of the said child shall require the mutual consent of the parties.

The parties agree that in the event the job-related travel obligations of either the Husband or the Wife conflict with the time-sharing schedule, that party shall hire a sitter or make other arrangements for appropriate friends or relatives to care for the child. Alternatively, the parties may by mutual consent temporarily shift their time-sharing schedule to accommodate such conflicts. Each party shall give the other reasonable notice of his or her respective vacation schedule, and the parties shall by mutual consent adjusted their time-sharing schedules as necessary to accomodate the vacation plans of each party

The parties agree to review this time-sharing joint custody arrangement one year from the date of entry of the final decree of the parties' divorce.

F. VISITATION: It is agreed that during periods when the child is with one parent, the other shall have the right to speak with the child on the telephone for an unlimited period of time, and shall have the right of reasonable, but otherwise unlimited, visitation with said child.

G. CUSTODY ALTERED IF RESIDENCE OF CHILD ALTERED (UP TO AGE 6): In the event either of the parties moves his or her residence to a place outside a sixty (60) mile radius of downtown Nashville, Tennessee, a new custody and visitation

arrangement shall be agreed upon by the parties within sixty (60) days of the said relocation.

H. HOLIDAYS: The child shall spend Christmas day with one party one year and the other party the next year. The child shall spend Christmas Eve until 9:00 p.m. with the party who does not have the child on Christmas Day of that year, unless other arrangements are made to mutual agreement. The child shall spend Thanksgiving Day, the Friday and week end following Thanksgiving with the parent who does not have the child on Christmas Day that year. Other holidays during the year shall be worked out to the mutual agreement of the parties, both parties agreeing to cooperate and to be reasonable.

I. OUT-OF-STATE TRIPS: In the event either party wishes to take the child out of the state of Tenessee for any purpose, the party so desiring must notify the other party and obtain permission to do so prior to doing so.

J. TRANSPORTATION: The parties agree to be resonsible for transportation to and from school and for after-school activities during the time the child is in the custody of the parent.

K. THERAPY AND TESTING PARTICIPATION AND RESPONSIBILITIES: The parties agree to share weekly responsibilities of transporting and partcipating in any therapy, tests, etc. for the child. Each party agrees to participate in a joint therapy session once every two months, or as often as their respective job-related travel schedules will permit.

L. GENERAL WELFARE: Both parties agree to keep the other party fully informed of the medical, educational and general welfare of the child.

M. CHILD'S PERSONAL PROPERTY: All furniture and belongings of the child shall remain with the Wife during the child's minority. The parties agree that these belongings

and furniture of the child are owned by and are the separate property of the child.

N. LIFE INSURANCE: The parties agree that each shall maintain in effect, at all times until the child shall attain age twenty-five (25), life insurance upon their respective lives in an amount equal to or exceeding the face value of life insurance which each of the parties has in effect on the date of execution of this Agreement, and the said child shall be named as the sole primary beneficiary on each said policy of life insurance.

O. CHILD CARE EXPENSE: It is agreed that each party shall be responsible for the cost of child care or babysitting expense for the said child during the periods when he or she had custodial responsibility for the child under the parties' time-sharing custody arrangement.

7. TAXES: The parties agree to file a joint tax return for the year 1982; and further agree that each will receive one-half of any tax refund to which the parties may be entitled thereunder. In the event the parties have additional federal income tax liability for the year 1982, each shall contribute one-half of the said tax due Internal Revenue Service for said year.

It is agreed that for 1983 and all subsequent years, the Husband shall be entitled to claim the child as a deduction on his federal tax returns, and the Wife shall be entitled to claim the credit for child and dependent care expenses on her federal income tax returns.

8. COURT COSTS: The parties agree to share equally the court costs of this cause.

9. ATTORNEY'S FEES: The husband shall be responsible for his attorney's fees in the event he employs an attorney, and the Wife shall be responsible for her attorney's fees.

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IDENTIFICATION REFERENCE

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10. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party, any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

11. This Agreement will be filed with the Court and the parties desire that it be incorporated in any final decree of divorce that may be entered and, to that end, agree that it shall be submitted to the Court for its ratification and approval.

12. This Agreement constitutes the entire understanding of the parties.

13. It is understood and acknowledged by the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Both parties acknowledge that the Agreement is fair and equitable and that it is being entered into voluntarily.

Linda Berry Holmes
LINDA BERRY HOLMES

John Thomas Holmes
JOHN THOMAS HOLMES

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in the state and county aforesaid, LINDA BERRY HOLMES, known personally to me, who upon her oath states that she has read the foregoing Property Settlement Agreement, knows the contents thereof, and has executed the same for the purposes contained herein.

Sworn to and subscribed before me this 4th day of February, 1983.

Lydia J. Hix

My Commission Expires:

July 21, 1984

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in the state and county aforesaid, JOHN THOMAS HOLMES, known personally to me, who upon his oath states that he has read the foregoing Property Settlement Agreement, knows the contents thereof, and has executed the same for the purposes contained herein.

Sworn to and subscribed before me this 4th day of February, 1983.

Lydia J. Hix

My Commission Expires:

July 21, 1984

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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* Second *Circuit Court for Davidson County, Tennessee, on the* 31st *day of* May, *19* 83, *in Case Number* 83D-467 *between* Linda Berry Holmes *Plaintiff, and* John Thomas Holmes *Defendant, as same remains of record in Book* 127C, *Page* 2072 *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* 11th *day of* June *in the year one thousand nine hundred and* eighty-seven *and in the* two-hundred eleventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By K. Patterson *D.C.*

Form #GR-117