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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 7307 PAGE 154

WILLIAM DAVID SMITH
Husband

VS.

CONNIE SUE SMITH
Wife

K. Langford

NO. 86D-1207

RUSH

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN
JUL 27 '11 21 AM '87

IDENTIFICATION REFERENCE

49568

FINAL DECREE

This cause came on to be heard on the 4th day of September, 1986, before the Honorable Muriel Robinson, Judge, upon the Husband's Complaint for Absolute Divorce on the ground of irreconcilable differences, service of process having been waived, written notarized Property Settlement and Child Support Agreement executed by the parties, testimony of the Husband, statement of counsel, and the entire record in this cause, from all of which the Court is of the opinion that the Complaint of Husband, William David Smith, should be sustained and he is entitled to an absolute divorce from the Wife, Connie Sue Smith, on the ground of irreconcilable differences; and the Court affirmatively finds that the parties have made an equitable settlement of all property rights between them, and that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the minor children of the parties, said Agreement dated the 21st day of April, 1986, the original having been filed with the Court April 24, 1986.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony subsisting between the Husband, William David Smith and the Wife, Connie Sue Smith, be and they hereby are, absolutely and perpetually dissolved and the Husband, William David Smith, is granted an absolute divorce from the Wife, Connie Sue Smith, and they are restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have made an equitable settlement of all of their property rights between them, and have made adequate and

sufficient provision by written agreement for the custody and maintenance of the minor children of the parties, in words and figures as follows:

PROPERTY SETTLEMENT AND CHILD SUPPORT AGREEMENT

THIS AGREEMENT entered into on the day and date of the last of the parties to sign below, by and between WILLIAM DAVID SMITH, hereinafter referred to as the "Husband" and CONNIE SUE (SHIVE) SMITH, hereinafter referred to as the "Wife".

W I T N E S S E T H:

THAT WHEREAS, there is contemplated the filing of a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, Case No. 86D-1207, wherein Husband shall seek an absolute divorce from Wife on the ground of irreconcilable differences, and there being such irreconcilable differences between the parties that they can no longer live together as husband and wife, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights, child custody, visitation, child support, maintenance and marital debts;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Husband and Wife agree as follows:

1. Husband and Wife mutually agree and acknowledge that each of them are fit and proper persons to have the care, custody and control of the minor children of the parties, but, that it is in manifest best interests of the minor children that the Wife shall have primary care, custody and control of the minor children of the parties, Michelle Shivette Smith (DOB 6-16-72), Heather Renee Smith (DOB 4-8-77) and Monica Sheree Smith (DOB 4-8-77). Husband shall be afforded liberal and reasonable visitation privileges with the minor children of the parties which shall include, but not be limited to, the following:

(A) Every Tuesday evening from 6:00 p.m. until 9:30 p.m.; and

(B) Every other weekend from Friday at 6:00 p.m. until Sunday evening at 6:00 p.m.

2. Husband and Wife acknowledge that they presently own, as tenants by the entirety, the following described real property hereinafter set forth below:

> Land in Davidson County, Tennessee, being Lot No. 59 on the Plan of Hermitage Hills, Section 12, as of record in Book 4675, Page 125, said Register's Office, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to William D. Smith and wife, Connie S. Smith, by Deed from William H. Smithson & Sons, Inc. of record in Book 5297, Page 484, Register's Office of Davidson County, Tennessee.

3. The Husband does herewith convey to Wife all of his right, title and interest in and to the above-described real property, and he shall be and is divested of any right, title or interest in and to said real property hereinabove described, and Wife shall be and is vested with sole right, title and interest in and to said real property. Wife shall be solely responsible for and shall hold harmless and indemnify Husband for any and all expenses associated with the hereinabove described real property including, but not limited to, the first mortgage indebtedness due and payable to Metropolitan Federal, the second mortgage indebtedness due and payable to Associates Finance, and any and all utilities, insurance and property taxes associated therewith.

4. Husband agrees that he shall pay directly to Wife for the support and maintenance of the minor children of the parties the sum of $80.00 per week. Said child support payments shall continue until such time as the two youngest minor children (who are twins) shall have attained their eighteenth (18th) birthdays; provided, that said youngest minor children shall have already graduated from high school. However, in the event that the two

youngest minor children of the parties shall still be students, such duty of support shall continue until the two youngest minor children graduate, or the class of which the two youngest minor children are members graduate, whichever event first occurs.

5. Husband shall be and is divested of any right, title or interest in and to any of the personal property located at 912 Hermitage Ridge, Hermitage, Davidson County, Tennessee, 37076, which shall be and is the sole and exclusive property of Wife. Wife shall be and is divested of any right, title or interest in and to any of the personal property located at Apt. #26, Dawn Villa Apartments, 3310 Lebanon Rd., Hermitage, Tennessee, 37076, which shall be and is Husband's sole and exclusive property.

6. Husband shall be and is divested of any right, title or interest in and to Wife's 1983 Buick Regal automobile, and Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for the indebtedness due and owing upon said automobile to GMAC. Wife shall be and is divested of any right, title or interest in and to Husband's 1984 Camero Z-28 automobile, and Husband shall be and is solely responsible for the indebtedness due and owing on said automobile to GMAC and he shall hold harmless and indemnify Wife for said indebtedness. Both parties mutually agree and acknowledge that inasmuch as Wife works for Tom Bannen Chevrolet, that, it shall be and is her responsibility to make a positive attempt to obtain releases from GMAC for Husband upon her automobile and for Wife upon his automobile, respectively. Notwithstanding the foregoing, each party mutually agrees and acknowledges that if necessary, each of them shall sign such documentation as is necessary to transfer the titles of the aforementioned automobiles so as to reflect that the Buick is Wife's sole and and exclusive property, and the Camero is Husband's sole and exclusive property.

7. Husband shall keep in his force at his expense, as available through his employer or otherwise, hospital and medical insurance coverage for the minor children of the parties, with

said insurance coverage for said children to be kept in force until each such child attains the age of eighteen (18) years.

In addition, both Husband and Wife agree that each of them shall be equally responsible for any and all necessary expenses and costs of uninsured medical, hospitalization care, dental, orthodontic and optometric care necessary for the minor children of the parties. The parties will provide to each other copies of invoices, bills and receipts for any and all medical, hospitalization care, dental, orthodontic and optometric care provided to the minor children within thirty (30) days after the debt shall have been incurred or the expense estimated by the respective hospital, medical care provider or dentist.

8. Both Husband and Wife agree and acknowledge that Husband shall be and is permitted to utilize the minor children of the parties as dependents for Federal Income Tax purposes.

9. Husband and Wife mutually agree and acknowledge that each of them have incurred certain indebtednesses during the course of the marriage and, unless otherwise specifically provided herein, said indebtednesses shall be treated as follows:

(A) Husband shall be and is solely responsible for any and all indebtednesses which appear solely in his name and, in addition thereto, shall be solely responsible for the MasterCharge and Visa indebtednesses.

(B) Wife shall be and is solely responsible for any and all indebtednesses which are solely in her name, and shall also be solely responsible for and shall hold harmless and indemnify Husband for the indebtedness due and owing to Castner Knott, Cain Sloan, Harveys, Penneys and Exxon.

10. In consideration of this Agreement, Husband and Wife hereby release one another and their heirs, executors, administrators and assigns, property and estate, from any and all rights of every kind and character, for past and future support and maintenance, homestead rights, descent, distribution, alimony, rights of election against the other's will, and from

all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relation of the parties except as is expressly provided for in this Agreement, and each party is forever barred from having or asserting any such right, claim, demand or obligation at any time hereafter for any purpose except that the parties may assert all rights that are given under this Agreement.

11. Husband shall be and is solely responsible for his attorney's fees in this cause and all of the Court costs, for which let execution issue if necessary.

12. The parties mutually stipulate that both of them have participated in the negotiations surrounding the preparation of this instrument; that David R. Kennedy, Attorney, has represented the Husband only; that Wife has represented hereself; that each of them have read this instrument; that both of them are fully aware of and in agreement with its contents and its legal effect including, but not limited to, the belief that this Agreement is fair, adequate and sufficient in all respects.

13. This Agreement shall be exhibited to the Court at the final hearing of this cause, and the substance of all numbered paragraphs herein shall be incorporated to the extent approved by the Court in the Final Decree, in the event that the Court grants a divorce to the Husband.

13. No provision of this Property Settlement and Child Support Agreement shall be modified, altered, prorated or changed without the prior express approval of a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of the last of the parties to sign below.

DATED this 17th day of April, 1986.

/s/ Connie S. Smith
CONNIE SUE (SHIVE) SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Connie Sue (Shive) Smith, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained and as her free act and deed.

WITNESS my hand and official seal at Madison, Tennessee, this 17th day of April, 1986.

My Commission Expires:
7-17-88

/s/ Jerry M. Harrison
NOTARY PUBLIC

DATED this 21st day of April, 1986.

/s/ William David Smith
WILLIAM DAVID SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William David Smith, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and as his free act and deed.

WITNESS my hand and official seal at Nashville, Tennessee, this 21st day of April, 1986.

My Commission Expires:
7-27-86

/s/ David R. Kennedy
NOTARY PUBLIC

The current address of the Husband is:

William David Smith
Apt. A-26, Dawn Villa Apts.
3310 Lebanon Road
Hermitage, Tennessee 37076

The current address of the Wife is:

Connie Sue Smith
912 Hermitage Ridge
Hermitage, Tennessee 37076

IT IS FURTHER ORDERED that unless specifically Ordered by the Court such child support as provided for in the Property Settlement and Child Support Agreement shall not be reduced or prorated.

IT IS FURTHER ORDERED that Husband shall pay the costs in this cause for which let execution issue if necessary.

ENTERED this 5th day of September, 1986.

JUDGE

APPROVED FOR ENTRY:

DAVID R. KENNEDY
Attorney for Husband
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
PH: (615) 883-4998

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that a copy of the foregoing Final Decree has been sent U.S. Mail, postage prepaid to the Wife, Connie Sue Smith at her address of 912 Hermitage Ridge, Hermitage, Tennessee 37076 this 5th day of September, 1986.

DAVID R. KENNEDY

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* September, *19* 86, *in Case Number* 86D-1207 *between* WILLIAM DAVID SMITH, *Plaintiff, and* CONNIE SUE SMITH, *Defendant, as same remains of record in Book* 155C, *Page* 1340 *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* 27th *day of* July *in the year one thousand nine hundred and* eighty-seven *and in the* two hundred twelfth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By W. L. Rowland *D.C.*

Form #GR-117