FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARIAN HELEN MARTIN MAST)
)
)
-vs-) No. 78647
)
)
DONALD WILLIAM MAST)

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FINAL DECREE

This cause came on to be heard this 20th day of October, 1975, before the Honorable J. William Rutherford, Judge of the First Circuit Court for Davidson County, Tennessee, upon the petition of the plaintiff for an absolute divorce, a judgment by default, the testimony of the plaintiff and two (2) witnesses in open court, the statement of counsel, and the entire record in this cause, including the four-page Child Custody and Property Settlement Agreement set forth below:

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT MADE AND ENTERED into this 24th day of September 1975, by and between the parties, MARIAN HELEN MARTIN MAST, a resident of Davidson County, Tennessee, hereinafter called "WIFE" and DONALD WILLIAM MAST, also a resident of Davidson County, Tennessee, hereinafter called "HUSBAND":

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 3rd day of September, 1960, in Cumberland, Maryland, and have maintained residence in Davidson County, Tennessee for many years; and

WHEREAS, there have been three (3) children born of the marriage of HUSBAND and WIFE--Martin Daniel Mast, age 14, Michael Robert Mast, age 12, and Sheryl Dawn Mast, age 10; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, WIFE filed a Petition for Absolute Divorce on May 20, 1975, in the First Circuit Court for Davidson County, Tennessee; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the three (3) minor children of the parties between themselves and also their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding upon HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That the absolute and exclusive care, custody and control of the said minor children of HUSBAND and WIFE is hereby relinquished and given by HUSBAND to WIFE, with reasonable visitation rights in HUSBAND, at reasonable times and reasonable places.

3. That HUSBAND hereby agrees to convey and transfer all of his right, title and interest in and to the following real estate to WIFE, upon the granting of and by any final decree of divorce between the parties:

> Land in Davidson County, Tennessee, being Lot No. 370 on the Plan of Edge-O-Lake Subdivision Section 6, as of record in Book 3700, page 15, Register's Office for said County.
>
> Said Lot No. 370 fronts 80 feet on the northerly side of Edge-O-Lake Drive and runs back between parallel lines 147.50 feet to a line at the rear on which it measures 80 feet thereon.
>
> Being the same property conveyed to Donald W. Mast and wife, Marion Martin Mast, by deed from Thurman and Stevens Construction Co., Inc., of record in Book 4019, Page 569, R.O.D.C.

4. That HUSBAND will transfer all of his right, title and interest in and to one certain 1970 Pontiac automobile, now in the possession of WIFE, and WIFE hereby relinquishes all of her right, title and interest in and to one certain 1973 Pontiac automobile immediately upon the execution of this agreement.

5. That HUSBAND hereby gives, transfers to WIFE and relinquishes all claim or interest in and to all of the furniture, furnishings, carpets, drapes, pictures, lamps, appliances and all other household decorations now located

at the above-described real estate, 2636 Edge-O-Lake Drive, Nashville, Tennessee, for the use and benefit of WIFE and the three (3) minor children of the parties.

6. That HUSBAND will pay directly to WIFE the sum of Eight Hundred Forty ($840.00) Dollars per month as necessary child support and alimony, which sum shall be divided as follows: Two Hundred ($200.00) Dollars per month per child, and Two Hundred Forty ($240.00) Dollars per month as necessary alimony, said sum of Eight Hundred Forty ($840.00) Dollars to be paid in monthly installments on the first day of each month, beginning October 1, 1975, said payments to be made by check and said cancelled checks to be HUSBAND'S receipt, and HUSBAND to be responsible for a careful and accurate accounting of all payments for child support and alimony.

7. That HUSBAND hereby agrees to transfer the ownership of certain policies of insurance upon his life, in the approximate amount of One Hundred Thousand ($100,000.00) Dollars with NLT Corporation, designating WIFE as beneficiary as Trustee and in trust for the exclusive use and benefit of the minor children of HUSBAND and WIFE; and further, HUSBAND agrees to keep in full force and effect his present major medical hospitalization insurance program, naming all of said minor children as additional insureds for the exclusive use and benefit of said minor children of HUSBAND and WIFE.

8. That HUSBAND and WIFE hereby agree that said child support required under paragraph 6 above is actually and will constitute more than fifty-one (51%) per-cent of the reasonable support of said children; and, therefore, that HUSBAND shall claim all three (3) of the children as exemptions on his federal income tax returns, and that WIFE will not claim said children on her federal income tax returns.

9. That WIFE hereby gives, transfers to HUSBAND and relinquishes all right or claim to any of HUSBAND'S clothes, personal effects, or other items of personal property belonging to and now in the possession of HUSBAND.

10. That HUSBAND hereby agrees to pay J. L. Thompson, III, Attorney for WIFE, the sum of Five Hundred ($500.00) Dollars as his reasonable attorney's fee in this cause, one-half of which has already been paid, immediately upon execution of this agreement.

IN WITNESS WHEREOF, HUSBAND and WIFE have hereunto set their hands at Nashville, Tennessee, this 26 day of September 1975.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Marian Helen Martin Mast
MARIAN HELEN MARTIN MAST

Sworn to and subscribed before me
this 26 day of Sept, 1975.

Martha Davis
NOTARY PUBLIC

My commission expires: 11-4-78

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

DONALD WILLIAM MAST

Sworn to and subscribed before me
this 26 day of Sept, 1975.

Martha Davis
NOTARY PUBLIC

My commission expires: 11-4-78

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Wife,
Marian Helen Martin Mast

whereupon the Court found that the plaintiff had proved her grounds for divorce, to-wit--such cruel and inhuman treatment as renders further cohabitation unsafe and improper, and that the Court is of the opinion, and it is, therefore,

ORDERED, ADJUDGED and DECREED that the plaintiff, Marian Helen Mast, be, and she is hereby, awarded an absolute divorce from the bonds of matrimony heretofore existing between her and the defendant, and she is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Child Custody and Property Settlement Agreement entered into by and between the parties on September 26, 1975, and which is contained herein, is hereby approved in all respects.

It is further ORDERED, ADJUDGED and DECREED that the defendant, Donald William Mast, pay the costs of this cause, for which let execution issue, if necessary.

JUDGE 10-22-75

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to the defendant, Donald William Mast, at his last known address, 2636 Edge-O-Lake Drive, Nashville, Tennessee, this 21st day of October, 1975.

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IDENTIFICATION REFERENCE

OCT 28 2 10 PM '87

DAVIDSON COUNTY, TN

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* First *Circuit Court for Davidson County, Tennessee, on the* 22nd *day of* October, *19* 75, *in Case Number* 78647 *between* Marian H. Mast *Plaintiff, and* Donald W. Mast *Defendant, as same remains of record in Book* 139A, *Page* 69 *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* 28th *day of* October *in the year one thousand nine hundred and* eighty-seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Karen Rooker, *D.C.*

Form #GR-117.