166B/115

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH RUTH FUGATE-MCNEIL,)
)
Plaintiff,)
)
VS.) NO. 87D-3002
)
LLOYD WALTER MCNEIL,)
)
Defendant.)

Map 135-08-A
Parcel 719

BOOK 7499 PAGE 988

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 10th day of December, 1987, before the Honorable Muriel Robinson upon the original complaint for absolute divorce, the marital dissolution agreement signed by the parties and the sworn testimony of the plaintiff from all of which the Court finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the children of the marriage and there is an equitable settlement of the property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the property settlement of the parties.

The Court further finds that the present addresses of the parties are as follows:

Wife: 719 Long Hunter Court, Nashville, TN 37217 PAR 719

Husband: 134 40th Avenue, North, Nashville, TN 37209

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Deborah Ruth Fugate-McNeil, be and hereby is awarded an absolute divorce from the defendant, Lloyd Walter McNeil, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following marital dissolution agreement of the parties is approved by the Court, and is incorporated herein by reference, and made the Order of this Court.

Said agreement is, in words and figures, as follows:

RUSH

MAR 25 11 30 AM '88

IDENTIFICATION

15838

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH RUTH FUGATE-MCNEIL,	)	
	)	
PLAINTIFF,	)	
	)	
VS.	)	NO. 87D-3002
	)	
LLOYD WALTER MCNEIL,	)	
	)	
DEFENDANT.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT IS MADE BETWEEN DEBORAH RUTH FUGATE-MCNEIL, HEREINAFTER CALLED WIFE, AND LLOYD WALTER MCNEIL, HEREINAFTER CALLED HUSBAND.

WITNESSETH:

WHEREAS, THESE PARTIES HAVE BEEN MARRIED SINCE AUGUST 10, 1985, AND THERE HAS BEEN BORN OF THIS MARRIAGE ONE MINOR CHILD, NAMELY AMANDA RUTH MCNEIL, D/O/B MARCH 10, 1987, AND

WHEREAS, CERTAIN DIFFERENCES AND DIFFICULTIES HAVE ARISEN BETWEEN THE PARTIES AND A DIVORCE IN WHICH IRRECONCILABLE DIFFERENCES IS ALLEGED AS A GROUND HAS BEEN INSTITUTED IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE, AND THEY HAVE NO EXPECTATION OF RESUMING THEIR MARITAL RELATIONSHIP, AND

WHEREAS, THE PARTIES DESIRE TO ENTER INTO AN AGREEMENT WITH REGARD TO THEIR RESPECTIVE RIGHTS AND OBLIGATIONS ARISING OUT OF THEIR MARITAL RELATIONSHIP IN AN AMICABLE AND MUTUALLY ACCEPTABLE MANNER, SUCH THAT SAID DIVORCE ACTION SHALL PROCEED UNCONTESTED.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND UNDERTAKINGS HEREINAFTER MORE FULLY SET FORTH AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE PARTIES AGREE AS FOLLOWS:

1. CUSTODY. WIFE SHALL HAVE AND RETAIN SOLE CARE, CUSTODY AND CONTROL OF THE PARTIES' MINOR CHILD, AMANDA.

2. VISITATION. HUSBAND MAY HAVE REASONABLE VISITATION RIGHTS WITH THE PARTIES' MINOR CHILD. SPECIFICALLY, HUSBAND MAY VISIT WITH THE MINOR CHILD EVERY OTHER WEEKEND FROM 6:00 P.M. FRIDAY, UNTIL 6:00 P.M. THE FOLLOWING SUNDAY. IF HUSBAND IS UNABLE TO EXERCISE VISITATION FOR A REGULARLY SCHEDULED WEEKEND, HE MAY VISIT WITH THE CHILD FOR THE NEXT CONSECUTIVE WEEKEND UPON FIVE (5) DAYS NOTICE TO WIFE AND PROVIDED THAT SUCH VISITATION IS CONVENIENT FOR WIFE.

AGREEMENT, THE PARTY AGAINST WHOM THE CLAIM IS MADE SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY THE AMOUNT OF ANY PAYMENT HE OR SHE MAKES, INCLUDING INTEREST AND ANY EXPENSES INCURRED IN DEFENDING THE CREDITOR'S CLAIM, INCLUDING REASONABLE ATTORNEY'S FEES.

8. AUTOMOBILES. THE 1986 CHEVROLET NOVA WHICH IS TITLED IN THE HUSBAND'S NAME SHALL BE VESTED SOLELY IN THE HUSBAND AND HE SHALL ASSUME FULL RESPONSIBILITY FOR THE INDEBTEDNESS DUE ON SAID AUTOMOBILE AND SHALL HOLD WIFE HARMLESS ON THE SAME NOTWITHSTANDING ANY PREVIOUSLY EXECUTED AGREEMENTS. THE 1986 OLDSMOBILE CUTLASS SIERRA PRESENTLY LEASED BY WIFE SHALL BE HER SOLE AND SEPARATE PROPERTY, AND WIFE ASSUMES FULL RESPONSIBLITY FOR THE LEASE PAYMENTS ON SAID AUTOMOBILE AND HOLDS HUSBAND HARMLESS ON THE SAME.

9. BANK ACCOUNTS. THE PARTIES SHALL KEEP THEIR RESPECTIVE CHECKING ACCOUNTS AND SAVINGS ACCOUNTS.

10. REAL PROPERTY. (A) IT IS AGREED THAT THE HOUSE AND LOT TITLED IN HUSBAND'S AND WIFE'S NAMES SHALL BE VESTED SOLELY IN WIFE. SAID PROPERTY IS LOCATED AT 719 LONG HUNTER COURT, NASHVILLE, TENNESSEE, AND IS MORE SPECIFICALLY DESCRIBED IN BOOK 7151, PAGE 571 OF THE REGISTER OF DEEDS OFFICE, DAVIDSON COUNTY, TENNESSEE, TO WIT:

> LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT NO. 719 OF NASHBORO VILLAGE NINETEEN CONDOMINIUM, A CONDOMINIUM OF HORIZONTAL PROPERTY REGIME ESTABLISHED BY MASTER DEED OF RECORD IN BOOK 5333, PAGE 957, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESESE, AND SHOWN ON A PLAN OF RECORD IN BOOK 5200, PAGE 80, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN IS HEREBY REFERENCED FOR A COMPLETE AND ACCURATE DESCRIPTION THEREOF.
>
> BEING THE SAME PROPERTY CONVEYED TO WILLIAM F. CASKEY, JR., AND RANDALL W. SANDERS, BY DEED OF RECORD FROM MERRILL LYNCH RELOCATION MANAGEMENT, INC., A CALIFORNIA CORPORATION, OF RECORD IN BOOK 5690, PAGE 609, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE SAID WILLIAM F. CASKEY, JR., UNMARRIED, HAVING SINCE CONVEYED TO RANDALL W. SANDERS, BY QUITCLAIM DEED, WHICH INSTRUMENT IS BEING RECORDED SIMULTANEOUSLY HEREWITH.
>
> BEING THE SAME PROPERTY CONVEYED TO LLOYD WALTER MCNEIL AND DEBORAH RUTH FUGATE-MCNEIL BY DEED FROM RANDALL SANDERS IN BOOK 7151, PAGE 571, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

(B) HUSBAND FURTHER AGREES TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSFER. FURTHER, HUSBAND AND WIFE AGREE THAT WIFE WILL PAY AND CONTINUE TO PAY THE MORTGAGE ON SAID PROPERTY.

11. MAIDEN NAME. WIFE SHALL BE RESTORED TO HER MAIDEN NAME OF DEBORAH RUTH FUGATE.

ADDITIONALLY, HUSBAND SHALL HAVE VISITATION WITH THE CHILD ON THE FOLLOWING HOLIDAYS BEGINNING IN 1988 AND ALTERNATE YEARS THEREAFTER: NEW YEAR'S DAY, EASTER, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING, AND CHRISTMAS, UNLESS OTHERWISE AGREED UPON BY THE PARTIES. VISITATION FOR ANY HOLIDAY NOT OTHERWISE SPECIFIED MAY BE AGREED UPON BY THE PARTIES.

3. CHILD SUPPORT. IT IS AGREED THAT HUSBAND SHALL PAY $50.00 AS CHILD SUPPORT PER WEEK DIRECTLY TO WIFE. UNLESS SPECIFICALLY ORDERED BY THE COURT, SUCH SUPPORT SHALL NOT BE REDUCED OR PRORATED.

4. TAX DEDUCTIONS. IT IS MUTUALLY AGREED THAT WIFE MAY DECLARE THE MINOR CHILD OF THE PARTIES AS A DEPENDENT FOR INCOME TAX PURPOSES.

5. INSURANCE. (A) IT IS AGREED THAT HUSBAND SHALL OBTAIN AND/OR MAINTAIN HOSPITALIZATION AND HEALTH INSURANCE ON THE MINOR CHILD OF THE PARTIES. THEY AGREE TO SHARE EQUALLY ANY AND ALL MEDICAL, DENTAL AND EYE CARE EXPENSES AND OTHER EXPENSES NOT COVERED BY INSURANCE INCLUDING, BUT NOT LIMITED TO, INSURANCE DEDUCTIBLES AND CO-PAYMENTS. (B) IT IS AGREED THAT HUSBAND SHALL OBTAIN AND/OR MAINTAIN LIFE INSURANCE ON HIMSELF IN THE MINIMUM AMOUNT OF $25,000.00, AND SHALL MAINTAIN THE MINOR CHILD AS BENEFICIARY.

6. PERSONAL PROPERTY. THE PARTIES HAVE HERETOFORE DIVIDED THEIR PERSONAL PROPERTY AMONG THEMSELVES. ALL FURNITURE, FURNISHINGS, AND PERSONAL EFFECTS PRESENTLY IN THE POSSESSION OF WIFE SHALL BE HER SOLE AND SEPARATE PROPERTY. ALL FURNITURE, FURNISHINGS, AND PERSONAL EFFECTS PRESENTLY IN THE POSSESSION OF HUSBAND SHALL BE HIS SOLE AND SEPARATE PROPERTY.

7. DEBTS. (A) IT IS AGREED THAT WIFE WILL PAY AND CONTINUE TO PAY THE CREDIT CARD ACCOUNTS THAT WERE MADE DURING THE MARRIAGE, AND SHALL HOLD HUSBAND HARMLESS ON ANY AND ALL DEBTS SECURED BY THESE ACCOUNTS.

(B) HUSBAND SHALL BE RESPONSIBLE FOR THE LOAN FOR HIS 1986 CHEVROLET NOVA AND SHALL HOLD WIFE HARMLESS ON SAID INDEBTEDNESS, NOTWITHSTANDING ANY PREVIOUSLY EXECUTED DOCUMENTS TO THE CONTRARY.

(C) IN THE EVENT A CREDITOR OF EITHER PARTY SEEKS TO COMPEL THE OTHER PARTY TO PAY ANY DEBT FOR WHICH THAT PARTY IS NOT RESPONSIBLE, EITHER BY CONTRACT OR PURSUANT TO THE TERMS OF THIS

12. VACATING OF PREMISES. HUSBAND AGREES TO VACATE AND MOVE FROM THE CONDOMINIUM AT 719 LONG HUNTER COURT ON OR BEFORE DECEMBER 1, 1987, AND COMPLETELY REMOVE ALL OF HIS PERSONAL BELONGINGS AND POSSESSIONS ON OR BEFORE JANUARY 1, 1988. IF HE REFUSES OR FAILS TO DO SO, AND WIFE MUST PURSUE FURTHER LEGAL ACTION IN ORDER TO HAVE HIM REMOVED FROM THE PREMISES, HUSBAND SHALL BE RESPONSIBLE FOR THE REASONABLE EXPENSES INCLUDING COURT COSTS AND ATTORNEYS FEES INCURRED BY WIFE IN PURSUING SUCH AN ACTION.

13. ATTORNEY'S FEES. EACH PARTY SHALL PAY HER AND HIS OWN ATTORNEY'S FEES.

14. COURT COSTS. ANY COSTS OF THE COURT INCURRED AS A RESULT OF THE PENDING ACTION FOR ABSOLUTE DIVORCE SHALL BE PAID BY WIFE.

15. IN THE EVENT IT BECOMES REASONABLY NECESSARY FOR EITHER PARTY TO INSTITUTE LEGAL PROCEEDINGS TO PROCURE THE ENFORCEMENT OF ANY PROVISION OF THIS AGREMEENT, HE OR SHE SHALL ALSO BE ENTITLED TO A JUDGMENT FOR REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED IN PROSECUTING THE ACTION.

16. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT THIS AGREEMENT SHALL BE INTRODUCED IN THE PROCEEDINGS NOW PENDING IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE, AND SUBMITTED TO THE COURT FOR RATIFICATION AND INCORPORATION INTO THE FINAL DECREE OF DIVORCE BETWEEN THE PARTIES.

17. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT THIS AGREEMENT IS INTENDED TO BE A FINAL SETTLEMENT OF ALL PROPERTY RIGHTS AND SUPPORT RIGHTS AND OBLIGATIONS OF THE RESPECTIVE PARTIES HERETO AND SHALL CONSTITUTE A DISCHARGE FROM ALL CLAIMS ARISING OUT OF THEIR MARITAL RELATIONSIP EXCEPT AS PROVIDED HEREIN. EACH PARTY HEREBY WAIVES AND RELINQUISHES TO THE OTHER ALL RIGHTS OR CLAIMS WHICH EACH MAY HAVE OR HEREAFTER ACQUIRE UNDER THE LAW OF ANY JURISDICTION WITH RESPECT TO THE OTHER'S PROPERTY, INCLUDING WITHOUT LIMITATION, DOWER, COURTESY, STATUTORY ALLOWANCE, HOMESTEAD RIGHTS, RIGHT TO TAKE AGAINST THE WILL OF THE OTHER, INHERITANCE, DESCENT OR DISTRIBUTION OR RIGHT TO ACT AS ADMINISTRATOR OR EXECUTOR OF THE OTHER'S ESTATE, EXCEPT AS PROVIDED BY THE TERMS OF THIS AGREEMENT.

18. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT THIS AGREEMENT IS ENTERED INTO WITHOUT ANY UNDUE INFLUENCE, FRAUD,

COERCION, OR MISREPRESENTATION OR FOR ANY REASON NOT HEREIN STATED, AND THAT THE PARTIES HERETO HAVE BEEN REPRESENTED BY THEIR RESPECTIVE ATTORNEYS IN CONNECTION WITH THE NEGOTIATION AND PREPARATION OF THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, THAT IT IS FAIR AND EQUITABLE AND THAT IT IS BEING ENTERED INTO VOLUNTARILY. EACH PARTY AGREES TO ABIDE BY THE PROVISIONS OF THIS AGREEMENT.

WITNESS OUR HANDS ON THE DATE AND DATE WRITTEN BELOW AT NASHVILLE, TENNESSEE.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Deborah Ruth Fugate-McNeil
DEBORAH RUTH FUGATE-MCNEIL

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13th DAY OF Nov., 1987.

Melanie B. Grant
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-8-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Floyd Walter McNeil
FLOYD WALTER MCNEIL

SWORN TO AND SUBSCRIBED BEFORE ME THIS 16th DAY OF Nov., 1987.

Melanie B. Grant
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-8-91

IT IS FURTHER ORDERED AND ADJUDGED that, unless specifically ordered by the Court the child support provided for in the marital dissolution agreement signed by the parties shall not be reduced or prorated.

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are adjudged against the plaintiff for which execution may issue, if necessary.

ENTERED this the 10th day of Dec., 1987.

JUDGE

Prepared by:

Barbara D. Holmes
SHIPLEY & BEHM
306 Gay Street
206 Realtor's Building
Nashville, TN 37201
615/256-6346

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to Lloyd Walter McNeil, 134 40th Avenue, North, Nashville, TN 37209, this the 10th day of December, 1987.

Barbara D. Holmes

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* 10th *day of* December, *19* 87, *in Case Number* 87D-3002 *between* Deborah Ruth McNeil *Plaintiff, and* Lloyd Walter McNeil *Defendant, as same remains of record in Book* 166B, *Page* 1156 *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* 24th *day of* March *in the year one thousand nine hundred and* eighty-eight *and in the* two-hundred twelfth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Hartman *D.C.*

Form #GR-117