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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

IDENTIFICATION REFERENCE

JOE R. MCKISSACK

PLAINTIFF

VS.

ETHEL THOMAS MCKISSACK

DEFENDANT

MAY 24 2 11 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

CASE NUMBER 80-D-2641

BOOK 7551 PAGE 923

FINAL DECREE

This cause came on to be heard this 16th day of December, 1980, before the Honorable Joe C. Loser, Jr., JUDGE, upon the complaint of the Plaintiff, service upon the defendant, a notarized property settlement agreement, a default judgment, the testimony of the plaintiff in open Court, and the entire record. From all of which, the Court was of the opinion that the Plaintiff was entitled to a divorce upon the grounds of Irreconcilable Differences.

IT IS THEREFORE, ORDERED AND DECREED that the Plaintiff be and is hereby awarded an absolute divorce and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED that the Property Settlement Agreement submitted by the parties is hereby approved by the Court and incorporated into this Final Decree, to-wit:

PROPERTY SETTLEMENT AGREEMENT

1. The house and contents of the house located at 1403 Crocket Court, Nashville, Tennessee, that the parties are purchasing at this time, is to go to the husband and he agrees to assume and pay off all the indebtedness owing against the said house and to hold the wife harmless for any liabilities for any monies owed against said house.
2. The parties state to the Court that the family bills have been paid as to the time of the filing of this instrument.
3. Care and custody of the minor children of the parties is to be awarded to the wife, allowing the husband reasonable visitation rights.
4. The husband hereby agrees to pay the sum of $45.00 per week as child support directly to the wife.
5. The husband hereby agrees to keep and maintain hospital insurance for the said children and he shall be allowed to claim the children as his dependants for income tax purposes.
6. The husband hereby agrees to pay the legal and court costs for this divorce.

From and after the date of this instrument, the parties agree to be solely responsible for any indebtedness owed by each of them in their individual names.

Each party acknowledges that the provisions in this agreement are fair, adequate, and satisfactory and accepts them in full and final settlement of all claims and demands and fully discharges the other from all such claims and demands except as provided in this agreement.

Each of the parties to this agreement agree to sign any deeds, bills of sale, or other written instruments that will be or may be necessary to carry out the intent of this agreement.

IT IS FURTHER 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. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS BEING ENTERED INTO VOLUNTARILY.

This instrument is the entire agreement between the parties. Both parties acknowledge receipt of a copy of this agreement.

In Witness Whereof, the parties have subscribed their names on the day and date above shown.

IT IS FURTHER ORDERED that the plaintiff shall pay the costs of this cause.

ENTER this _____ day of _____, 1980.

JUDGE 12/16/80

APPROVED FOR ENTRY:

Leon Perry

LEON PERRY,

ATTORNEY FOR PLAINTIFF

cc: Ethel McKissack

2015 12th Avenue North

Nashville, Tn. 37208

FILED
1980 JUL 17 AM 8:22
REG. CLERK
D.C.

PROPERTY SETTLEMENT AGREEMENT

This Property Settlement Agreement, hereinafter referred to as Agreement and specifically approved by Tennessee Code Annotated 36-801 (11) is made and entered into this 18th day of June, 1980, by and between Joe R. McKissack hereinafter referred to as husband, and Ethel McKissack hereinafter referred to as wife.

WITNESSETH:

WHEREAS, there is presently pending a suit for divorce in the Circuit Court for Davidson County, Tennessee, between the parties on the grounds of Irreconcilable Differences:

NOW THEREFORE, for and in consideration of the mutual promises hereincontained and to settle our marital property rights for the divorce, it is understood and agreed among the parties as follows:

1. The house and contents of the house located at 1403 Crocket Court, Nashville, Tennessee, that the parties are purchasing at this time is to go to the husband and he agrees to assume and pay off all the indebtedness owing against the said house and to hold the wife harmless for any liabilities for any monies owed against said house.

2. The parties state to the Court that the family bills have been paid as to the time of the filing of this instrument.

3. Care and custody of the minor children of the parties is to be awarded to the wife, allowing the husband reasonable visitation rights.

4. The husband hereby agrees to pay the sum of $45.00 per week as child support directly to the wife.

5. The husband hereby agrees to keep and maintain hospital insurance for the said children and he shall be allowed to claim the children as his dependants for income tax purposes.

6. The husband hereby agrees to pay the legal and court costs for this divorce.

From and after the date of this instrument, the parties agree to be solely responsible for any indebtedness owed by each of them in their individual names.

Each party acknowledges that the provisions in this agreement are fair, adequate, and satisfactory and accepts them in full and final settlement of all claims and demands and fully discharges the other from all such claims and demands except as provided in this agreement.

Each of the parties to this agreement agree to sign any deeds, bills of sale,

or other written instruments that will be or may be necessary to carry out the intent of this agreement.

IT IS FURTHER 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. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS BEING ENTERED INTO VOLUNTARILY.

This instrument is the entire agreement between the parties. Both parties acknowledge receipt of a copy of this agreement.

In Witness Whereof, the parties have subscribed their names on the day and date above shown.

Ethel McKissack
WIFE

Joe R. McKissack
HUSBAND

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Jeanita Hicks NOTARY PUBLIC
July 28, 1981 COMMISSION EXPIRES

STATE OF Tennessee
COUNTY OF Davidson
NOTARY PUBLIC Jeanita Hicks
COMMISSION EXPIRES July 28, 1981

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* THIRD *Circuit Court for Davidson County, Tennessee, on the* SIXTEENTH *day of* DECEMBER, *19* 80, *in Case Number* 80D-2641 *between* JOE R. MCKISSACK *Plaintiff, and* ETHEL THOMAS MCKISSACK *Defendant, as same remains of record in Book* 119C, *Page* 2253 *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* MAY *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 Walter L. Adams *D.C.*

Form #GR-117