IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

COLLEEN DIANE MATHIS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	NO. 80D-3720
	)	Map 148-15
RONNIE EDWARD MATHIS,	)	Parcel 23.9
	)	
Defendant.	)	

ORDER

This cause came on to be heard on this the 20th day of February, 1981, before the Honorable ~~Benson Trimble~~ Allen Lentz, Special, Judge, upon the original complaint for absolute divorce, the default of the defendant, the testimony of the plaintiff, the statement of counsel for plaintiff and the entire record from all of which the Court finds that the plaintiff is entitled to default judgment and entitled to an absolute divorce from the defendant upon the grounds of irreconcilable differences;

It is therefore, ORDERED and ADJUDGED, by the Court that the plaintiff be and she is hereby awarded an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person;

And that the property settlement agreement entered into between the parties, a copy of which is attached hereto and made a part hereof, be and the same is hereby approved and ratified by the Court.

The costs of this cause are to be divided equally among the plaintiff and the defendant for which execution may issue if necessary.

ENTER: This the 12th day of ~~February~~ March, 1981

JUDGE ~~BENSON TRIMBLE~~ Allen Lentz
Special

APPROVED FOR ENTRY:

THOMAS F. MINK, II
Attorney for Plaintiff

PROPERTY SETTLEMENT
AND
CHILD CUSTODY AGREEMENT

WHEREAS, Colleen Diane Mathis, hereinafter called "wife", and Ronnie Edward Mathis, hereinafter called "husband", are married but have experienced marital difficulties; and

WHEREAS, a petition for absoulte divorce has been filed in the Circuit Court for Davidson County, Tennessee, in Nashville seeking to dissolve this marriage; and

WHEREAS, the parties, intending to terminate their marital relationship, desire to enter into an agreement with respect to their property and minor children which would, subject to approval of the Court, becomes a part of any final decree entered in said cause, and will thereby determine the rights and duties of the parties hereto;

NOW THEREFORE, for proper consideration and in consideration of the mutual convenants, agreements and promises of the parties herein contained, the wife and husband agree and covenant as follows:

1. Custody of the Minor Children. The wife shall have custody of the minor children, Brandon Scott Mathis, age five, and Kyle Jay Mathis, age one and one-half, subject to the husband's visitation privileges at reasonable times and suitable places agreed upon by the parties. ~~(Neither of the parties will remove the minor children from the State of Tennessee without the permission of the other party.)~~

2. Child Support. The husband will pay to the wife the sum of Two Hundred Dollars ($200.00) per month, to be paid on the twentieth (20th) day of each month, for the support and maintenance of the minor children of the parties, Brandon Scott Mathis and Kyle Jay Mathis, during the period of time that he is a student at Vanderbilt University working on his masters program. This support obligation shall continue until the minor children are no longer minors as defined by the laws of the State of Tennessee.

As soon as he graduates, completes or leaves that status, the amount shall be adjusted in proportion to his change in salary as agreed upon by the parties. If the parties cannot agree to a reasonable change then it shall be submitted to the Court for arbitration based upon all the facts and circumstances surrounding the ability of each party to support the minor children.

3. Medical Expenses of the Children. The wife agrees to keep in full force and effect her low option medical insurance with the United States Government for so long as she is employeed by the United States Government, which insurance shall be written to cover the minor children of the parties, Brandon Scott Mathis, and Kyle Jay Mathis. The husband agrees to be responsible for one-half (1/2) of all medical and dental expenses incurred by the minor children of the parties, Brandon Scott Mathis, and Kyle Jay Mathis, which are not covered by the low option medical plan described above.

4. Education of the Minor Children. The husband and wife agree to pay one-half (1/2) of all educational expenses of the minor children from the time they shall enter school until the time they shall cease their formal educations, which shall therefore under no circumstances extend beyond the time they reach twenty-one (21) years of age; provided, however, no educational expenses shall be incurred without the husband's approval, which shall not be unreasonably withheld.

5. Alimony. It is understood that neither the husband nor the wife shall pay alimony.

6. Personal Property. The parties agree that an equitable division of the personal property has been made and that each party will retain the personal property now in his or her possession. The wife agrees to transfer and convey to the husband all of her right, title and interest in and to all personal property in the possession of the husband at the time of the signing of this agreement; and the husband agrees to transfer and convey to the wife all of his right, title and interest in and to all personal property in the possession

of the wife at the time of the signing of this agreement. Each party agrees to assume all indebtedness owed on property owned by or conveyed to that same party by the provisions of this paragraph, and to hold the other party harmless with respect to all joint obligations owed on property conveyed to that same party under the terms of this agreement. The parties further agree that each party will notify all creditors holding obligations upon which the parties are jointly liable of the provisions of this assumption agreement at the time their divorce becomes final. The parties further agree to close all credit card accounts, charge accounts, or other accounts in their joint names, or in the alternative to modify the applications for credit cards or charge accounts to indicate that the other party to this agreement is no longer liable for any new debts incurred after the time this agreement becomes final. In particular, the wife shall assume sole and exclusive liability for the indebtedness on the vehicle now in her possession, and the husband shall assume sole and exclusive responsibiility for all indebtedness outstanding on the vehicle now in his possession. Each party agrees to notify the affected creditor of the provisions of this agreement which affect their credit relationship in writing. Each party also agrees to maintain liability insurance on his or her respective vehicle until such time as the divorce decree becomes final.

7. Real Property. Colleen Diane Mathis agrees to formally assume all indebtedness owed on the real estate located at 104 Eastview Court, Nashville, Tennessee 37211, in her sole and exclusive name, as well as maintaining all necessary insurance on the property to the satisfaction of the mortgage holder. The wife agrees to provide the mortgage holder with formal written notice of her divorce at the time it becomes final, and to take all other necessary legal actions consistant with the provisions of this paragraph. The wife also agrees to be solely responsible for recording this document as well as all other legal documents evidencing her sole and exclusive interest in the real estate described above. The husband shall quit-claim any and all claim that he has in said property to the wife,

and she shall be responsible for any and all payments due on the same.

8. Insurance. The husband will retain the policy of insurance on his life in the face amount of Ten Thousand Dollars ($10,000.00) with Brandon Scott Mathis, and Kyle Jay Mathis as the named beneficiaries. He may however, substitute a comparable life insurance policy in a comparable amount at any time should other life insurance become available to him on more favorable rates or terms.

9. Federal Income Tax. It is agreed by and between the parties that, for the year 1980 and all years thereafter, the wife will claim the minor children of the parties as her dependents for income tax purposes.

10. Debts. The husband shall assume the following debts: Sears & Roebuck - $700.00, Medicount - $500.00, and Dr. Ellis - $160.00. The wife shall assume the following debts: Castner Knott - $295.00, U. S. Credit Union - $1,240.00, Harveys - $45.00, plus all indebtedness presently owed on the vehicle currently driven by wife as well as the real property at 104 Eastview Court, Nashville, Tennessee 37211.

Each party agrees to notify all creditors holding claims which both parties are liable of their divorce at the time the divorce becomes final. Each party agrees to take whatever legal action is appropriate to ensure that the other party is no longer liable for debts assumed by each party under the terms of this agreement.

11. Costs. The husband and wife agree to share equally all attorneys fees and court costs incurred as a result of this litigation.

12. In consideration of this agreement, husband and wife hereby release each other, their heirs, executors, administrators, and assigns, and their property and estate from any and all rights of every kind and character, for past and future support and

maintenance, homestead rights, dower rights, curtsey, inheritance, descent, distribution, alimony, rights of election against the other's will, and from all other character arising out of or by virture of the marital relation of the parties, except as 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.

This agreement shall be exhibited to the Court at the final hearing of the divorce, and shall be attached to and incorporated in the final decree, and shall become binding upon the parties.

This agreement contains the entire agreement between the parties and shall be binding upon the parties, if approved by the Court.

IN WITNESS WHEREOF, the parties have executed this agreement on the 3 day of January, 1980.

Colleen Diane Mathis
Colleen Diane Mathis

Ronnie Edward Mathis
Ronnie Edward Mathis

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Personally appeared before me, a Notary Public in and for the said County and State, the within named Colleen Diane Mathis and Ronnie Edward Mathis, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 3 day of January, 1980.

Janice R. Russell
Notary Public

My Commission Expires:
4/28/81

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MISC

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* 12th *day of* March, 19 81, *in Case Number* 80D-3720 *between* Colleen Diane Mathis *Plaintiff, and* Ronnie Edward Mathis *Defendant, as same remains of record in Book* 120B, *Page* 1512 *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* 31st *day of* March *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D. Spurlock, *D.C.*

Form #GR-117