43C|2148

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

KATHY LEE McCLELLAND,)
)
Plaintiff,)
)
vs.) NO. 88D-1935
)
BILLY EARL McCLELLAND,)
)
Defendant.)

BOOK 7888 PAGE 634

39.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 29th day of August, 1988, before the Honorable James R. Everett, upon the original Complaint for 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 any children of that marriage and for the equitable settlemenet of any property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the Marital Dissolution Agreement of the parties.

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

Plaintiff's address: 141 Neese Drive
Apt. H-24
Nashville, TN 37211

Defendant's address: 3928 W. Valley Drive
Nashville, TN 37211

IT IS THEREFORE ORDERED AND ADJUDGED that the Plaintiff, Kathy Lee McClelland, be and is hereby awarded an absolute divorce from the Defendant, Billy Earl McClelland, 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:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 7888 PAGE 635

KATHY LEE McCLELLAND)
)
Plaintiff,)
vs.) NO. 88D 1935
)
BILLY EARL McCLELLAND)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between KATHY LEE McCLELLAND, hereinafter called Wife, and BILLY EARL McCLELLAND, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since February 14, 1986, and there have been born of this marriage one minor child, Jessie Lee McClelland, d/o/b January 24, 1985, 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 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 and VISITATION. The Husband and Wife shall have joint physical and legal custody of the minor child. The principal place of residence shall be with the Wife. The minor child shall spend a minimum of four (4) consecutive days per week with the Wife.

Depending upon the schedule of the Husband, the Husband shall have three (3) consecutive days per week with the minor child. The parties shall adjust this schedule per their own and the child's scheduling needs. The parties may agree to any other adjustment of scheduling, but the primary goal will be that the joint custody is to the benefit of the minor child. Wherever possible the days spent with each parent shall be spent on a consecutive basis. The parties shall jointly participate in major decisions regarding health and education and extra curricular and other activities and the Husband and Wife will make the day to day decisions regarding the minor child.

2. EXPENSES OF MINOR CHILD. The parties shall share equally in expenses for day care, medical expenses and school expenses. Each parent shall furnish child's wardrobe at their own individual expense. At the end of every month the Wife and the Husband shall prepare a list of expenses that they have paid on behalf of the child and send such list to the other party. Each shall promptly within seven days of receipt of the list of expenses remit one-half of the total amount of the expenses expended on behalf of the child. In the alternative the parties may agree that one party may pay for a specific expense and the other party may pay for other expenses.

In addition to the above expenses both parties may agree to share the expense of private school education and after school activities.

3. MEDICAL INSURANCE. The parties agree that the Wife shall maintain and continue to maintain the medical/health insurance on the parties' minor child. The Husband shall reimburse the wife for one-half (1/2) of the medical insurance premium and deductible as outlined in the previous paragraph. The parties shall share equally all other medical expenses after insurance

reimbursement. The parties shall share equally all other medical expenses which are not covered by the Wife's medical/health insurance including physician and hospital expense, expenses for counseling, prescription medicines, eye care and eye care products, dental and orthodontical care and any such products or devices, counseling and mental health care. Husband shall be provided a copy of the explanation of benefits pertaining to the child's insurance claims.

4. TAX DEDUCTIONS. The Wife shall claim the dependency exemption for the minor child every other year for income tax purposes and the Husband shall claim the dependency exemption for the minor child in the alternate year for income tax purposes.

The Wife shall sign a waiver for the dependency exemption to the Husband in the alternate year beginning 1989 so long as the Husband has currently paid the support and insurance per Paragraphs 2 and 3 of this agreement.

5. 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.

6. DEBTS.

(A) It is agreed that Wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold Husband harmless on any and all debts secured by these accounts:

1. MasterCharge - Central Fidelity Bank
2. American Express
3. City Bank VISA credit card
4. NCNB - Gold American Express

5. Central MasterCard
6. VISA card - Sovran Bank
7. Texaco
8. Penny's (two accounts)
9. Caster Knott
10. Dillards
11. MasterCharge - Third National Bank
12. Medicount
13. Village Shop
14. One-half (1/2) of bill owing Dr. Quisling
15. One-half (1/2) of bill owed to Southern Hills Hospital
16. One-Half of Jessie's bill owed to Tusculum Drugs and 100% of Wife's bill owed to Tusculum Drugs.
17. Dr. Dunn
18. Out Patient Diagnostic
19. GMAC - loan on 1987 Nova.
20. One-half of Third National 90-day note.

B. It is agreed that Husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold Wife harmless on any and all debts secured by these accounts:

1. One-half (1/2) of bill owing Dr. Quisling
2. One-half (1/2) of bill owed to Southern Hills Hospital
3. First American Bank
4. Neurosurgical Associates
5. Dr. Carl Wood
6. GMAC - loan on 1986 Nova
7. GMAC - mortgage on 3928 West Valley Drive.

8. $500.00 to the Wife within one year of the signing of this agreement which reimburses her for the refrigerator.

9. One-Half of the 90-day note owing to Third National Bank.

(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 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. This paragraph applies to the Husband solely for the debt owing on the 1986 Nova automobile owed to GMAC.

8. BANK ACCOUNTS. The parties shall keep their respective checking accounts and savings accounts.

9. REAL PROPERTY.

A. It is agreed that the house and lot titled in Husband's and Wife's names shall be vested solely in the Husband at the time that the Husband has paid the $500.00 to the Wife and one-half of the Third National Bank 90-day note in Section 7(B) of this Agreement Said property is located at 3928 West Valley Drive, Nashville, Tennessee, and is more specifically described in Exhibit "A" attached hereto.

At the time that the Husband exhibits to the Wife that the above described debts have been paid, the Wife shall execute a Quitclaim Deed to the Husband of her interest in the property.

The Husband shall have the sole right of possession of the house upon the signing of this Marital Dissolution Agreement.

At the time that the Husband sells this

property or at the time that the minor child turns 18, the Husband shall pay to the Wife the sum of $750.00. This amount shall be a lien on the property until this amount has been paid to the Wife.

10. AUTOMOBILES. The 1986 Nova which is presently titled in Wife's name shall be vested solely in the Husband, and Husband assumes full responsibility for the payment of any indebtednesses due on said vehicle and shall maintain insurance on the vehicle at all times so long as the Wife is indebted to GMAC on the 1986 Nova. The 1987 Nova which is presently titled in Wife's name shall remain vested in the Wife and she assumes full responsibility for any indebtedness due on said vehicle.

11. LAWSUIT AGAINST MARTIN DOOR & WINDOW COMPANY. The Wife presently has a suit against Martin Door & Window Company and Daniel E. McCrane. At the time this case is either settled or there is a final judgment, the Wife shall pay off the Third National Bank loan on the 90-day note, any attorney's fees resulting from this suit alone, any other car rental or other fees associated with the property damage in this suit. If there are any sums of money left over they will be split equally between the Husband and Wife.

The Husband has a suit against Martin Door & Window Company and Daniel E. McCrane. At the time this suit is settled or there is a final judgment in this case the Husband shall be responsible for all other medical bills resulting from this accident, any attorney's fees arising out of this part of the lawsuit, court costs, et cetera, and any other expenses such as deposition fees or any other expenses connected with this lawsuit shall be paid by the Husband. The remaining proceeds shall go to the Husband after he has reimbursed the Wife for any medical expenses she expended on behalf of the Husband as a result of this

accident.

12. 1987 TAX REEFUND. The parties anticipate that they will receive a tax refund for their 1987 taxes. This refund shall be split equally between the parties at the time that it is received.

13. ATTORNEY'S FEES. Each party is responsible for his or her own attorney's fee.

14. COURT COSTS. Any costs of the Court shall be divided equally between Husband and Wife, the Husband's portion not to exceed $65.00.

15. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, 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 relationship 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. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

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 day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

KATHY LEE McCLELLAND

Sworn to and subscribed before me this 28 day of July, 1988.

Notary Public

My commission expires: 3/3/92

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BILLY EARL McCLELLAND

Sworn to and subscribed before me this 1 day of August, 1988.

Notary Public

My commission expires: My Commission Expires July 10, 1990

Marietta M. Shipley #4719
DODSON, PARKER, SHIPLEY, BEHM & SEABORG
400 Realtors Building
306 Gay Street
Nashville,TN 37201
(615) 254-2291

FORM No WD-1

STATE OF TENNESS
COUNTY OF Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 54,750.00

Billy E. McClelland
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 29th DAY OF October, 19 87

Evelyn D. Wright
Notary Public Evelyn D. Wright

MY COMMISSION EXPIRES: March 8, 1989
(AFFIX SEAL)

THIS INSTRUMENT PREPARED BY
EAST END TITLE & ESCROW, INC. - 405 Two Mile Pike - Goodlettsville, Tennessee 37072

NAME ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO MORTGAGEE	MAP-PARCEL NUMBERS
BILLY E. McCLELLAND (NAME)	SINGLETON MORTGAGE CORPORATION (NAME)	MAP 148-9
3928 WEST VALLEY DRIVE (STREET ADDRESS OR ROUTE NUMBER)	6263 POPLAR, SUITE 100 (STREET ADDRESS)	PAR. 126
NASHVILLE, TN 37211 (CITY) (STATE) (P.O. ZIP)	MEMPHIS, TN 38119 (CITY) (STATE) (ZIP)	5DU 47566

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, VALENTINE HEIDEBUR and wife, DOROTHY HEIDEBUR

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO BILLY E. McCLELLAND and wife, KATHY LEE McCLELLAND

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT.

Land in Davidson County, Tennessee, being Lot No. 24 on the Plan of Locustwood, Section 4, which is of record in Plat Book 2330, page 137, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete description of said lot.

BOOK 7888 PAGE 644

Being the same property conveyed to Valentine Heidebur and wife, Dorothy Heidebur by deed of record in Book 5687, page 809, Register 's Office for Davidson County, Tennessee.

7.8.3.7.3.

IDENTIFICATION REFERENCE

OCT 30 10 07 AM '87

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

This is improved (XX) unimproved ( ) property, known as 3928 WEST VALLEY DRIVE, NASHVILLE, TN 37211
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heir and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to covey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand s this 29th day of October, 19 87

Dorothy Heidebur
DOROTHY HEIDEBUR

Valentine Heidebur
VALENTINE HEIDEBUR

EXHIBIT A

IT IS FURTHER ORDERED AND ADJUDGED that unless specifically ordered by the Court (any child support provided for in the Marital Dissolution Agreement signed by the parties), such support shall not be reduced or prorated.

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

ENTERED this the 29 day of August, 1988.

JUDGE

APPROVED FOR ENTRY:

Marietta M. Shipley #4718
DODSON, PARKER, SHIPLEY,
BEHM & SEABORG
Fourth Floor Realtor's Bldg.
306 Gay Street
P. O. Box 198066
Nashville, TN 37219-8066
(615) 254-2291

Mail

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been mailed, postage pre-paid, to Billy Earl McClelland, 3928 West Valley Drive, Nashville, TN 37211, on this the 29th day of August, 1988.

Marietta M. Shipley

BOOK 7888 PAGE 646

4 9 1 0 2

JUL 19 '89

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* Probate *Circuit Court for Davidson County, Tennessee, on the* Twenty-Ninth *day of* August, *19* 88, *in Case Number* 88D-1935 *between* Kathy Lee McClelland *Plaintiff, and* Billy Earl McClelland *Defendant, as same remains of record in Book* 43C, *Page* 2148 *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* March *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddleman *D.C.*

Form #GR-117