IN THE CHANCERY COURT FOR

WILSON COUNTY, TENNESSEE

CONNIE DELANEY CURREY

RECEIVED SEP 19 1978 at 10:45 A.M.

v.

No. 3133

ROBERT NEIL CURREY

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 19th day of September, 1978, before the Honorable Edward M. Turner, Chancellor of the Chancery Court for Wilson County, Tennessee. Now, based on the complaint, service of process being had more than ninety (90) days prior to the time of this hearing, the apparent agreement of all parties to separate their property rights and other marital rights as evidenced by the executed copy of the Property Settlement Agreement exhibited to the Court and to be recopied in this Decree below, and based on the entire record in this cause,

IT IS ORDERED, ADJUDGED AND DECREED that CONNIE DELANEY CURREY shall be granted an absolute decree of divorce on the grounds of irreconcilable differences; that the Plaintiff, CONNIE DELANEY CURREY, shall be divested of any interest she may have in the rental property more particularly described in Exhibit "A" attached to this Decree, which interest shall vest entirely with the Defendant, ROBERT NEIL CURRY, subject to any and all indebtedness against that property, if any; that the alimony, child support and other provisions of the property settlement agreement be and the same hereby are approved as follows, to wit:

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made and entered into by and between CONNIE D. CURREY, hereinafter referred to as the First Party, and ROBERT NEIL CURREY, hereinafter referred to as the Second Party, this 5th day of July, 1978.

WHEREAS, the parties to this Agreement, in anticipation of a divorce, have anticipated the likelihood of a divorce

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and desire to effect a Property Settlement Agreement between themselves which will, if appropriate, be made part of any decree that is ultimately entered by the court having jurisdiction for such divorce.

1. The minor child of the parties, ROBERT NEIL CURREY, JR., 13 years of age, shall be awarded into the primary custody of the First Party with full right of visitation on the part of the Second Party. Both parties to this divorce desire that the father shall exercise as much visitation as reasonably possible with Rob, the minor child.

2. The Second Party shall pay to the First Party the sum of $500 per month on or before the 5th day of each month as child support until Rob reaches 18 years of age, or leaves home for purposes of attending college, whichever event occurs later. The Second Party agrees to maintain full medical, hospitalization and major medical expenses or insurance on the First Party and the minor child, Rob; and, he shall cover all such expenses not covered by insurance. The medical and hospital expenses and any insurance premiums paid under this Agreement for the First Party shall be deemed periodic alimony for purposes of any final decree.

3. The Second Party is to pay for Rob's education in private school, including tuition and books, and shall pay the cost of Rob's college education, including room, board, tuition and books.

4. Second Party shall maintain all present life and disability insurance payable to and owned by First Party as Trustee or custodian for Rob. Second Party shall provide a copy of all insurance or a list of all insurance in existence which shall be provided to the Court prior to the final hearing.

5. The First Party shall receive the MG Midget; the Second Party shall receive the Plymouth stationwagon and the Second Party shall receive the Cadillac but simultaneously agrees to provide a reasonable car for Rob at the age of sixteen (16) or whenever he obtains a drivers license. The Second Party further agrees to maintain insurance coverage on such vehicle.

6. The Parties to this action agree that the equity in the house at 659 Rebel Road shall be divided half each. If the house is not sold within a reasonable period of time (not later than August 1, 1979) the Second Party agrees to buy the First Party's one-half equity based on a mutually agreed appraisal.

7. The Second Party shall receive the rental property at 3806 Inglewood Circle, South, subject to the provisions of the contract to make a will as specified in eight (8) below. The First and Second Parties shall each retain the savings presently in their names. The Parties further agree that the money held in a revocable trust for Rob shall become the exclusive property of First Party on execution of this Agreement.

8. The Parties do hereby express their agreement to make a will or devise which shall not be subsequently revoked in accordance with Chapter 745 of Public Acts of 1978, also known as "The Troutman Act."

The terms of these wills, hereby contracted for, shall include that First Party shall receive the rental property referred to in seven (7) above on the death of Second Party or shall receive an equal sum in cash on the death of the Second Party. The fair market value of the property shall be established by a qualified appraiser and shall be paid from the estate of the Second Party.

First and Second Party do hereby further agree to include in these wills provisions under which the minor child, Rob, shall receive all personal effects and memorabilia through the date of the divorce of the parties, including but not limited to jewelry, photographs, trophies, awards and the like.

Provisions shall likewise be made in the wills of First and Second Party whereunder Rob shall receive at least one-half and up to all of the estate of the First and Second Party not specifically bequeathed to the separate family of either party as of the date of this Agreement (mother, brother, etc., out to first cousins) if neither remarry. If either Party should remarry, that Party agrees to include in his or her will the provision that Rob shall receive at least one-half of the estate.

9. Miscellaneous personal items shall be divided as agreed upon. The Parties generally agree that the First Party shall receive her clothing and Rob's clothing, a refrigerator, pictures (including personal photographs, baby pictures and the like), jewelry and such furniture as a dresser and stool, chester drawers, bed and bedroom suite refinished by her Dad.

10. Each Party shall pay his or her own attorney's fees unless the divorce is contested. In that event, attorney's fees will be sought by First Party against the Second Party.

11. The Parties hereto agree, as a multiple support agreement for Internal Revenue purposes, that Second Party shall claim Rob as a dependent on his income tax return so long as he is paying child support or college expenses for Rob irrespective of which Party is providing more than one-half (½) of Rob's support.

12. Second Party shall agree to an injunction to prevent him from making any and all physical threats to or in the presence of Plaintiff, the minor child or First Party's family or immediate friends for any purposes of harassing, upsetting or otherwise adversely affecting the Plaintiff or her minor child.

13. The Parties hereby agree to execute whatever documents necessary to effectuate the above transfers and agree not to unnecessarily delay, stall or twart any effort to accomplish the above expressed intentions. It is further the intent of the Parties hereto that this Agreement shall be copied verbatim in any final decree of divorce subject to the approval of such divorce court.

IN WITNESS WHEREOF, the Parties have hereunto set their hand and seal the day and date first above written.

/s
WITNESS:

/s Connie D. Currey
CONNIE D. CURREY, FIRST PARTY

/s
WITNESS:

/s
ROBERT NEIL CURREY, SECOND PARTY

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IDENTIF. REFERENCE

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REGISTER'S OFFICE
DAVIDSON COUNTY TN.

The cost of this action shall be assessed against the Defendant for all of which let execution issue if necessary.

CHANCELLOR

APPROVED FOR ENTRY:

HODDE & KITCH

BY: Bill Hodde
BILL HODDE
ATTORNEY FOR PLAINTIFF

Connie D. Currey
CONNIE D. CURREY, PLAINTIFF

Robert N. Currey
ROBERT NEIL CURREY, DEFENDANT

CIRCUIT COURT OF WILSON COUNTY TENN. LEBANON

STATE OF TENN.
COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.
6th day of July 19 92
Butt Sinbelle
Clerk
Pamela D Thorne, D.C.M.