096-05-0
017.00

1989 MAY 15 PM 3:22

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CATHRYN FRANCESKA SHREEVE,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 88D-4536
	)	
MICHAEL THOMAS SHREEVE,	)	
	)	
Defendant.	)	

BOOK 9042 PAGE 925

FINAL DECREE

This cause came on to be heard on the 15th day of May, 1989, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon The Plaintiff's Complaint for Absolute Divorce from the bonds of matrimony, the Marital Dissolution Agreement, testimony of the Plaintiff, and the entire record in this cause, from all of which this Court affirmatively finds that the said Marital Dissolution Agreement adequately and sufficiently provides for the custody and maintenance of the parties' children and for an equitable settlement of property rights between the parties and approves said Agreement. The Court further finds that a divorce should be granted to the parties on the grounds of irreconcilable differences. The address of Plaintiff Cathryn Franceska Shreeve is 250 Cumberland Circle, Nashville, Tennessee 37214, and the address of Defendant Michael Thomas Shreeve is 256 Stewarts Ferry Pike, Nashville, Tennessee 37214.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the bonds of matrimony heretofore existing and subsisting between the parties be and are hereby perpetually dissolved and the parties restored to all rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement executed by and between the parties be and is hereby approved by the Court and judgment rendered thereon in the form and substance as set forth hereinafter:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MAY 15 PM 3:22
CLERK & MASTER, CLERK
D.C.

CATHRYN FRANCESKA SHREEVE, Plaintiff,	)	
vs.	)	NO. 88D-4536
MICHAEL THOMAS SHREEVE, Defendant.	)	BOOK 9042 PAGE 926

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between Cathryn Franceska Shreeve, hereinafter referred to as Wife, whose address is 250 Cumberland Circle, Nashville, Tennessee 37214, and Michael Thomas Shreeve, hereinafter referred to as Husband, whose address is 256 Stewarts Ferry Pike, Nashville, Tennessee 37214, subject to the following premises, terms, and conditions:

WHEREAS, the parties have experienced marital difficulties such that irreconcilable differences have arisen between Husband and Wife, rendering their marriage irretrievably broken; and,

WHEREAS, it is the decision of Husband and Wife to amicably settle their differences with respect to all property rights, support obligations, obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present but for the future, it being their intention that such contract will be effectuated with respect to all their property and other matters of concern; and,

WHEREAS, in view of the irreconcilable differences which have arisen, it is the intention of Wife and Husband to live apart for the rest of their natural lives, they agree as follows:

1. Husband and Wife have two minor children born of this marriage, and the parties agree that Wife is the proper person to have the care, custody, and control of the parties' minor children with Husband having reasonable visitation privileges, as follows: Husband shall have visitation every Wednesday from 5:00 p.m. until 8:00 p.m. with the two minor children. Every weekend from Friday at 4:00 p.m. through Sunday at 8:00 p.m. Husband shall have visitation with the parties' minor three-year old child, Rachel. Visitation with the parties' baby, Rebecca, shall be on Friday from 4:00 p.m. to 8:00 p.m., 6:00 a.m. to 8:00 p.m. on Saturday, and 6:00 A.m. to 8:00 p.m. on Sunday, until Rebecca is a year old. Thereafter, visitation with Rebecca shall be the same as that with Rachel as set out above. Should the wife not have to work on a weekend, then Wife shall notify the husband the day before of her intention to exercise weekend visitation with the parties' minor children, but Husband shall have no less than visitation every Wednesday and every other weekend as set out above; and, additionally, would have visitation another day during the week as agreed upon between the parties. The parties shall alternate major holidays being Easter, Fourth of July, Memorial Day, Labor Day, and Thanksgiving Day. Husband shall have visitation with the minor children on Christmas Day beginning at 12 noon to 8:00 p.m. the day after Christmas. Should Husband fail to exercise his visitation on his weekends, he shall reimburse the costs of child care necessitated by Wife's work. Additionally, Husband shall be allowed three weeks visitation with the children, being the first week in June and the first week of August and a third week to be agreed upon between the parties. If the children are taken out of town, Husband agrees to leave a telephone number with Wife where they can be reached at all times. Wife shall

give reasonable notice to Husband when she takes the children out-of-town and shall leave him a telephone number where they can be reached at all times and the parties shall agree as to making up visitation days.

2. Husband agrees to pay to Wife as child support the amount of $700.00 payable in two equal payments of $350.00 each on the 7th and 22nd days of each and every month. Said support shall not be reduced or prorated without the specific Order of the Court.

3. Husband shall provide medical insurance upon the minor children and pay all medical expenses not covered by said insurance. Dental insurance shall be paid by Husbnad as long as offered by Husband's employment, this provision intended to extend past his daughters reaching their majority ages. Husband further agrees to provide medical coverage for his daughters as long as coverage is available for them through his employment, this provision intended to extend past their majority ages. Husband shall keep in effect all life insurance presently covering him or an equivalent amount with the beneficiary being Wife as Trustee for the use and benefit of Rachael and Rebecca Shreeve, this provision intended to extend past his daughters reaching their majority ages. Husband shall further maintain the accident insurance policies on the minor children with the beneficiary on each being their respective estates.

4. Husband agrees to pay one-half the education expense for his daughters for private schooling in elementary and high school and for four years of college each, which college expenses shall be limited to an amount reasonably incurred at a state college or university, this provision intended to extend past his daughters reaching their majority ages.

5. The parties own real estate at 250 Cumberland Circle, Nashville, Davidson County, Tennessee, and Husband agrees that all of his right, title, and interest in and to the parties' real estate, which is more particularly described below, shall be divested from Husband and vest solely in Wife. Husband shall have all utilities transferred to Wife's name, at which time Wife will become responsible for said utility bills. The real estate is described as follows:

> Being Part of Lot No. 89 on the plan of part of Bluefields as of record in Book 843, page 34, Register's Office for Davidson County, Tennessee, described as follows:
>
> Beginning on the southerly margin of Cumberland Circle at a point 1725.4 feet east of the intersection of Spring Valley Road, the northeast corner of the property conveyed to J.E. Ragan and wife, by deed from R.D. Stanford, Jr., Trustee of record in Book 1515, page 77, said Register's Office, thence with the easterly line of said Ragan property southwardly 310.9 feet; thence eastwardly 76 feet; thence northwardly 312.7 feet to the southerly margin of Cumberland Circle; thence with said Circle westwardly 80 feet to the beginning.

6. Wife agrees to assume the sole responsibility of the mortgage on the home and save and hold Husband harmless thereon.

7. Both parties agree that the furniture has been equitably divided between them and is now in the possession of the party to whom it rightfully belongs.

8. Wife agrees to relinquish to Husband her right, title, and interest she has in the parties' 1988 Chevrolet Van or substitute vehicle titled in his name. Husband acknowledges the lien upon said vehicle and that he agrees to pay same and indemnify and hold Wife harmless for the payment thereof.

9. Husband agrees to relinquish to Wife his right, title, and interest he has in the parties' 1983 Oldsmobile Cutlass automobile.

10. Husband agrees to pay the counseling bills to Dr. Jane High through December 1989 and to save and hold Wife harmless thereon.

11. The parties agree to file a joint Federal Income Tax return for 1988 and split the refund check equally with Husband being responsible for any payment of taxes.

12. Each party agrees to keep the monies presently in their possession at this time, including any work-related benefits which have accrued to either party during the time of this marriage, except as set out herein.

13. Each party shall pay their own attorney's fee and the husband shall pay any costs of this action.

14. Husband shall pay the costs of this cause.

15. It is understood and agreed by and between the parties that this agreement constitutes the entire agreement of the parties and shall be introduced in the divorce action and submitted to the Court for ratification and incorporation into the Orders of the Court granting a divorce on irreconcilable differences.

16. Both parties acknowledge that they have received the full benefit of counsel and believe this Agreement makes adquate and sufficient provision for the custody and maintenance of their minor children and for an equitable settlement of the property rights between the parties.

17. The parties acknowledge that they have read this agreement in its entirety and have signed this agreement freely and voluntarily and without duress or coercion.

Cathryn Franceska Shreeve
CATHRYN FRANCESKA SHREEVE

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Before me, a Notary Public, in and for said County and State, appeared the within named Cathryn Franceska Shreeve with whom I am personally acquainted, stating that she has read the aforestated Marital Dissolution Agreement and is signing same for the purposes contained therein, this 10 day of April, 1989.

Ellen M. Cadieux
NOTARY PUBLIC

My Commission Expires: Nov. 21, 1992

Michael Thomas Shreeve
MICHAEL THOMAS SHREEVE

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Before me, a Notary Public, in and for said County and State, appeared the within named Michael Thomas Shreeve with whom I am personally acquainted, stating that he has read the aforestated Marital Dissolution Agreement and is signing same for the purposes contained therein, this 10 day of April, 1989.

Ellen Turley
NOTARY PUBLIC

My Commission Expires: 3/11/90

APPROVED FOR INCORPORATION INTO THE FINAL ORDER OF THIS COURT.

MARY ANN REESE, #7190
Attorney for Plaintiff/Wife
3805 Gallatin Road
Nashville, TN 37216
Phone: (615) 228-2502

ELLEN TAYLOR TURLEY, #11715
Attorney for Defendant/Husband
2626 Old Lebanon Road, Suite 4
Nashville, TN 37214
Phone: (615) 889-5350

The costs of this cause are taxed to the Defendant for which execution may issue if necessary.

ENTER this 15th day of May, 1989.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

MARY ANN REESE, #7190
Attorney for Plaintiff/Wife
3805 Gallatin Road
Nashville, TN 37216
Phone: (615) 228-2502

8178 08/10 0101 03CHECK 40.00

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed, postage prepaid, to Ellen Taylor Turley, Attorney for Husband, 2626 Old Lebanon Road, Suite 4, Nashville, Tennessee 37214, this 12 day of May, 1989.

MARY ANN PEESE

STATE OF TENNESSEE BOOK 9042 PAGE 934

I, **RICHARD R. 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 _15 day of _APRIL , 19 _89 , in the Case Number _88D4536 between _SHREEVE, CATHRYN F Plaintiff, and _SHREEVE, MICHAEL THOMAS Defendant, as same remains of record in Book 173A , Page _00744 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 _10 day of _AUGUST in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By M Burke
Deputy Clerk

50586