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IDENTIF. # REFERENCE

PICK-UP

Circuit Court Minutes

IN THE CIRCUIT COURT FOR WILSON COUNTY, TENNESSEE, AT LEBANON

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REGISTER DAVIDSON COUNTY, TN.

ORDER FILED

JAMES DOUGLAS SLOAN, II. X
102 SUNSET DR., APT. #4
MT. JULIET TN 37122 X

VS. X NO. 371

MARGARET PAULEESE SLOAN X

CIRCUIT COURT CLERK

FINAL DECREE

BOOK 9053 PAGE 172

This cause came to be heard on the 20th day of November, 1987, in the Circuit Courts for Wilson County, Tennessee, Bobby Capers, Judge, presiding, on the complaint for divorce filed by the plaintiff, upon testimony of plaintiff, statement of counsel for plaintiff, and upon the record as a whole, from all of which the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is therefore ORDERED, ADJUDGED AND DECREED that the plaintiff, JAMES DOUGLAS SLOAN, II., is hereby awarded an absolute divorce from the defendant, MARGARET PAULEESE SLOAN, on the grounds of irreconcilable differences, T.C.A. §36-801-II, and he is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision, by written agreement, for the equitable settlement of any property rights between the parties and all matters of child custody and child support, and the same is hereby incorporated in words and figures as follows:

"IN THE CIRCUIT COURTS FOR WILSON COUNTY, TENNESSEE"

JAMES DOUGLAS SLOAN, II.)
VS.) NO. 371
MARGARET PAULEESE SLOAN)

PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

WHEREAS the parties hereto are presently man and wife, but have reached the point of irreconcilable differences in their marriage and do desire to enter into a Property Settlement and Child Custody Agreement which fully, fairly and equitably disposes of all marital issues and matters of child support and child custody;

NOW, THEREFORE, the plaintiff, JAMES DOUGLAS SLOAN, II., hereinafter referred to as the husband, and the defendant, MARGARET

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PAULEESE SLOAN, hereinafter referred to as the wife, do agree as follows:

1. The parties have reached the point of irreconcilable differences in their marriage.

2. The husband shall proceed to obtain a divorce on the grounds of irreconcilable differences in the Circuit Courts for Wilson County, Tennessee, as soon as reasonably possible.

3. It is agreed by the parties that the Wife shall have the primary custody of the parties minor child, PATRICK ELLIOTT SLOAN, with liberal rights of visitation to the husband, to include a liberal summer visitation with the husband, major holidays and birthdays (the specific times and dates to be determined by the parties, with the desires of the child made known by said child). It is further agreed by the parties that should, in the future, one or both of the parties move from the Nashville area, the child shall reside with the father from schools end until one (1) week prior to school starting each year, and the parties shall share equally, the expense of transportion for the minor child to exercise visitation with the father. That is to say, the wife shall pay the expense of transportation of the child to the place of said visitation withthe father and it is further agreed that the husband shall be responsible for the cost of returning said child to the wife.

4. It is agreed that the husband shall pay to the wife, as child support for the minor child, PATRICK ELLIOTT SLOAN, the sum of Three Hundred Dollars ($300.00) per month until said minor child reaches the age of eighteen (18) years of age. It is further agreed that during the extended summer visitations with the husband, the above mentioned child support payments shall be suspended and resume when the child has returned to the wife.

5. It is agreed that the wife shall carry medical, dental, and orthodontal insurance coverage on the minor child of the parties; however it is further agreed that the parties shall share equally, the expense of such insurance policy as well as any medical, dental, or health related expenses not covered by said insurance policy.

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6. It is agreed that each presently has in his or her possession, those items of personalty to which he or she is entitled. Each of the parties has in their possession the automobile to which each is entitled and each shall be solely responsible for the indebtedness on that car. The husband shall retain the boat, trailer, and motorcycle and to be responsible for any debts in regard thereto.

7. The parties own certain real property and it is agreed that all right, title and intersest in the hereinafter described property shall hereby be divested out of the husband and vested solely in the wife for her sole and separate estate:

The homeplace of the parties located at 204 Brookhollow Drive, Old Hickory, Tennessee, 37138, described as follows:

> LAND in Wilson County, Tennessee, being Lot No. 9, on the Plan of Brookhollow Subdivision, as of record in Plat Book 16, Page 266, Register's Office for Wilson County, Tennessee, to which plan reference is hereby made for a more particular description.
>
> BEING the same property conveyed to James Douglas Sloan, II. and Pauleese N. Bryan (Now Sloan) by deed from Frank Batson Quality Homes Incorporated, of record in Deed Book 361, Page 177, Register's Office for Wilson County, Tennessee.
>
> and;
>
> LAND in the 1st Civil District of Wilson County, Tennessee, and being Lot No. 10 of Brookhollow Subdivision, Plan of record in Plat Book 16, Page 266, Register's Office for Wilson County, Tennessee, to which Plan reference is hereby made for a more particular description.
>
> BEING the same property conveyed to James Douglas Sloan, II. and wife, Pauleese Sloan by deed from Turner Land Development Corporation, of record in Deed Book 382, Page 742, Register's Office for Wilson County, Tennessee.

It is further agreed that the wife shall be responsible for any outstanding indebtednesses with regard to the above described property and shall indemnify and hold husband harmless with regard thereto.

8. It is further agreed by the parties, that all right, title and interest in the following described real property shall be divested out of the wife and vested solely in the husband for his sole and separate estate:

> LAND lying in the 1st Civil District of Wilson County, Tennessee, and being Lot No. 11 of Brookhollow Subdivision, plan of record in Plat Book 16, Page 266,

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Register's Office for Wilson County, Tennessee, to which Plan reference is hereby made for a more particular description.

BEING the same property conveyed to James Douglas Sloan, II., and wife, Pauleese Sloan by deed from Turner Land Development Corporation, of record in Deed Book 386, Page 174, Register's Office for Wilson County, Tennessee.

and;

LAND situated in the old 14th Civil District of DeKalb County, Tennessee, described as follows:

BEGINNING at an iron stake on the east side of the old Falling Water Road, being 100 feet north of an iron stake and poplar tree with three marks; thence southeasterly from the first iron stake on side of the old Falling Water Road to an iron pin on the government take line the said iron pin having been set by Bobby Colvert and James Douglas Sloan, II; thence with the U. S. Government take line to the Falling Water Road; thence with said road to the corner of C. E. Haston line; thence with said Haston line to its junction with the old and new Falling Water Road; thence with old Falling Water Road to the point of beginning, this being 1,117 feet from the water apparatus located near junction of old and new Falling Water Road, and being a portion of the lands described in conveyance from Ira L. Baker, et us, to Barbara Baker Colvert, under date of August 13, 1971, of record in Deed Book F-5, Page 422, Register's Office for DeKalb County, Tennessee.

Included in the above description, but expressly excluded therefrom, is a lot 100 feet by 300 feet heretofore sold to Leland L. Smith.

BEING the same property conveyed to James Douglas Sloan, II. and wife, Pauleese N. Sloan by deed from Barbara Colvert and husband, Bobby Colvert, of record in Deed Book X-5, Page 512, Register's Office for DeKalb County, Tennessee.

9. It is further agreed by the parties that the wife's business, Pauleese's Hair Salon, shall be her sole property and that all interest of the husband in said business and the real property, as hereinafter described, shall be divested out of him and shall be vested in the wife for her sole and separate estate:

MAP 65
PAR 20
4D-27002

LAND in Davidson County, Tennessee, being in the Old 4th Civil District, fronting Saundersville Road, and lying between the Baptist Church Property and George A. Patton Investment Co. property near entrance to Green Acres of Hermitage Subdivision, as more particularly described in the resubdivision plat of record in Book 5800, Page 31, Register's Office for Davidson County, Tennessee, on February 22, 1982, as described as follows:

BEGINNING at a point in the westerly margin of Saundersville Road, said point being the southeastern corner of modified Lot No. 114 now owned by the George A. Patton Investment Co.; thence with the boundary of the George A. Patton Investment Co. lot and in a northeasterly

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direction 150 feet, more or less to a marker in the easterly boundary line of the Baptist Church Property; thence with the easterly boundary line of the same, S 7° 59' 21" W, 166.42 feet to a concrete marker, being the Baptist Church's most southeasterly corner and Saundersville Road; thence with Saundersville Road right-of-way, N 28° 33' 2" E, 38.1 feet to a marker; thence on a radius of 425.14 feet of Saundersville Road, 118.1 feet, more or less, to the point of beginning.

BEING the same property conveyed to J. Douglas Sloan, II., et ux, Pauleese N. Sloan, by deed of record in Book 6070, Page 226, Register's Office for Davidson County, Tennessee.

It is further agreed that the husband shall keep and retain all right, title and interest in his business which is known as Flowers by Doug and any interest the wife might otherwise claim in said business shall be divested out of her and vested in him for his sole and separate estate.

10. It is further agreed that the wife shall retain the privilege of carrying life insurance on the life of James Douglas Sloan, II., in such amounts as she may determine and likewise she shall have the right to designate the beneficiary of such life insurance as she shall carry and pay for; and it is further specifically agreed that the wife shall, after the divorce, continue to have an insurable interest in his life so long as she shall continue to carry and pay the premiums on such insurance as she may obtain on his life.

11. It is further agreed that each of the parties shall pay one-half of the attorneys fees and Court costs on this divorce and it is specifically understood and agreed that all of the aforesaid agreements have been made between the parties with the attorney taking no sides and each acknowledges that it is his or her understanding that should a controversy arise between the parties with respect to this agreement or should the matter, for any reason, become contested at any point, said attorney shall not represent either party against the other

12. Each of the parties hereto by his or her signature below acknowledges that this agreement fully, fairly and equitably disposes of all marital interests and was entered into voluntarily by each and each represents to the Court that they wish said agree-

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ment to made a part of any final decree of divorce between the parties as being a full, fair and equitable settlement of all marital issues.

13. It is agreed that the final decree of divorce shall specifically divest the respective party of his or her interest in the real property mentioned hereinabove and shall vest the same in the particular party specified to receive the same above, and it is further agreed that each of the parties shall, upon request, sign such instruments as may be requested by the opposite party in order to carry out the intent of this agreement, including automobile titles, quit claim deeds and any other like instruments.

WITNESS our hands to this Property Settlement and Child Custody Agreement on the 22nd day of July, 1987.

s/James Douglas Sloan, II. — 7-22-87
JAMES DOUGLAS SLOAN, II.: — DATE:

s/Margaret Pauleese Sloan — 7-22-87
MARGARET PAULEESE SLOAN: — DATE:

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid state and county, the within named, JAMES DOUGLAS SLOAN, II., with whom I am personally acquainted, or who presented adequate evidence of identification, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal on this 22nd day of July, 1987.

s/Rose Ann Felts
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-8-91

STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid state and county, the within named, MARGARET PAULEESE SLOAN, with whom I am personally acquainted or who presented adequate evidence of identification, and who acknowledged that she executed the foregoing and attached Property Settlement and Child Custody Agreement for the purposes therein contained.

WITNESS my hand and official seal on this 23rd day of July, 1987.

s/Gwendalyn V. Causey
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-16-88

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting by and between the parties are perpetually dissolved and that the complainant is awarded

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an absolute divorce on the grounds of irreconcilable differences, and, it is further ORDERED, ADJUDGED and DECREED that the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of property rights, child custody and child support, and the Property Settlement and Child Custody Agreement set forth above is therefore in all things ratified and approved by the Court, and in order to properly enforce each and every provision of said agreement, the same is ORDERED, ADJUDGED and DECREED as though DECREED separately, and, it is further ORDERED that the real properties hereinabove described, namely, Lots No. 9 & 10 on the Plan of Brookhollow Subdivision, of record in Plat Book 16, Page 266, Register's Office for Wilson County, Tennessee, (Lot No. 9 known as 204 Brookhollow Drive, Old Hickory, Tennessee) and the business property known as Pauleese's Hair Salon, located on real property described hereinabove as being land in Davidson County, Tennessee, lying in the Old 4th Civil District, near the entrance to Green Acres of Hermitage Subdivision, more particularly described in the resubdivision Plat of record in Book 5800, Page 31, Register's Office for Davidson County, Tennessee, is hereby divested out of the husband and vested solely in the wife, for her sole and separate estate. It is further ORDERED, ADJUDGED AND DECREED that real properties hereinabove described as Lot No. 11 of the Brookhollow Subdivision, Plan of record in Plat Book 16, Page 266, Register's Office for Wilson County, Tennessee and the real property situated in the old 14th Civil District of DeKalb County, Tennessee, and more particularly described hereinabove, is hereby divested out of the wife and vested solely in the husband for his sole and separate estate.

It is ordered that the costs of this cause be adjudged equally against both of the parties, for all of which let execution issue if necessary.

ENTERED THIS 20th DAY OF Nov., 1987.

Bobby Capers
JUDGE

APPROVED FOR ENTRY BY:

I hs Dock 247

IFF

I HEREBY CERTIFY THE FOREGOING IS A TRUE AND PERFECT COPY OF ORIGINAL INSTRUMENT ON FILE IN THIS CASE.
19 DAY OF June 19 93
JIMMY CAMER MARTIN, CLERK
COURT CLERK
WILSON COUNTY, TN