44.00 C C 1348/970

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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GEORGE L. ROKER, CLERK
D.C.

RICHARD HAYES MILLER)
)
)
-vs-) No. 83D-3090
)
)
BARBARA TIDWELL MILLER)

BOOK 9066 PAGE 641

FINAL DECREE

This cause came on to be heard on this 12th day of January, 1984, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the petition of Richard Hayes Miller for absolute divorce against Barbara Tidwell Miller, the testimony of Richard Hayes Miller in open court that there are irreconcilable differences between him and the defendant, Barbara Tidwell Miller, the statement of counsel for Richard Hayes Miller, the entire record in this cause, and a certain eight-page child custody and property settlement agreement duly and properly executed by and between Richard Hayes Miller and Barbara Tidwell Miller on September 20, 1983, approved for entry by counsel for the plaintiff, subject to the approval of the Court, whereupon the Court found that Richard Hayes Miller is entitled to an absolute divorce on the grounds of irreconcilable differences, and approved the said eight-page child custody and property settlement agreement in all respects, and accordingly it is the judgment of the Court, and is therefore

ORDERED, ADJUDGED and DECREED that Richard Hayes Miller be and is hereby awarded an absolute divorce from the bonds of matrimony heretofore existing between him and the defendant, Barbara Tidwell Miller, and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the said eight-page child custody and property settlement agreement entered into by and between the parties, duly and properly executed by the parties, and notarized on September 20, 1983, be and the same is hereby approved in all respects, is the judgment of the Court, and is incorporated herein by reference and attached hereto as part of this final decree and judgment of the Court, as follows:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 20th day of September, 1983, by and between the parties, RICHARD HAYES MILLER, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "HUSBAND", and BARBARA TIDWELL MILLER, also a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "WIFE":

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 24th day of April, 1970, in West Point, Lawrence County, Tennessee, and have maintained residence in Davidson County, Tennessee, since their marriage; and

WHEREAS, there has been one child born of the marriage of HUSBAND and WIFE, to wit, Jeffrey Todd Miller, eight (8) years of age; and

WHEREAS, HUSBAND contemplates filing a petition for divorce in the Circuit Court for Davidson County, Tennessee, immediately upon execution of this agreement; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the minor child of the parties between themselves and also to settle their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and by WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is

the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That the general care, custody and control of the minor child of the parties, Jeffrey Todd Miller, nine (9) years of age in September, 1983, is hereby given and relinquished by HUSBAND to WIFE, with liberal and reasonable visitation privileges in HUSBAND as follows:

(a) Every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday, with HUSBAND picking up said minor child of the parties promptly and on time, and returning said child promptly and on time, except as provided hereinafter.

(b) For three (3) full weeks during the regular summer vacation months of June, July and August, one (1) week in each of said three months, and said exact three (3) weeks to be agreed upon by and between HUSBAND and WIFE clearly and expressly on or before May 15 of each year, beginning May 15, 1984.

(c) For one-half ($\frac{1}{2}$) of the regular Christmas vacation of said minor child, including Christmas Day every other year, beginning Christmas Day, 1984, said exact one-half ($\frac{1}{2}$) of said Christmas vacation of said minor child again to be agreed upon clearly and expressly by and between HUSBAND and WIFE on or before December 1 of each year, beginning December 1, 1983.

(d) Every other Thanksgiving Holiday of said minor child, from 4:00 p.m. on Wednesday before Thanksgiving Day until 4:00 p.m. on Sunday following Thanksgiving Day in odd-numbered years, beginning Thanksgiving, 1983.

(e) One-half ($\frac{1}{2}$) of the regular spring or Easter vacation of said minor child of the parties including Easter Day every other year, in even-numbered years, beginning Easter, 1984.

(f) Every Father's Day, provided that WIFE have said minor child every Mother's Day.

(g) At such other times and places upon which HUSBAND

and WIFE clearly and expressly agree in the manifest best interest of said child.

3. That in the event that HUSBAND is unable to exercise any of his said visitation privileges, that he shall notify WIFE immediately upon his realization that he cannot exercise some part or all of his said visitation privileges with said minor child of the parties so that WIFE shall have the first option to have said minor child remain in her general care, custody and control, rather than placing said minor child with anyone other than one of his parents.

4. That HUSBAND and WIFE hereby acknowledge that they are spiritually, morally, ethically and legally bound to said minor child, and further shall continue to cooperate with each other in the exercise of this child custody and property settlement agreement in such manner and to such an extent that both HUSBAND and WIFE are encouraging a whole and healthy relationship by and between said minor child and both of his parents, and shall continue to cooperate with each other in the manifest best interest of said minor child, keeping each other informed of school activities and special events for said minor child, so as to guarantee the child's involvement in normal activities for children his age, making reasonable efforts to communicate plans in advance so as to minimize confusion that might upset said child, with each parent enouraging the exercise of said visitation privileges with said minor child under this agreement, so as to create and to maintain a stable relationship between said child and both HUSBAND and WIFE and between themselves.

5. That HUSBAND shall pay directly to WIFE the sum of One Hundred ($100) Dollars per month as necessary and reasonable child support for said minor child, in equal installments of Fifty ($50) Dollars each on or before the 1st and 15th days of each month, beginning upon the granting of any decree of divorce dissolving the marriage of HUSBAND and WIFE, and HUSBAND shall

make all said child support payments by check, promptly, without fail, keeping his cancelled checks as his receipt therefor and as a perfect accounting of said child support payments; and in addition thereto, HUSBAND shall contribute to a certain trust fund designated College Trust Fund for the exclusive use and benefit of Jeffrey Todd Miller, the sum of Thirty-Seven and 50/100 ($37.50) Dollars per month, again beginning immediately upon the granting of any decree of divorce dissolving the marriage of HUSBAND and WIFE and as part of HUSBAND's obligation to support said minor child; and further HUSBAND and WIFE agree to furnish each other copies of their federal income tax returns each and every year hereafter until said minor child has reached her 18th birthday, in order that both HUSBAND and WIFE may be apprised of the income of each other; and further HUSBAND and WIFE hereby agree to consider a cost-of-living increase in said child support payments each and every year, on or before the 1st day of December each year, beginning December 1, 1984, said cost-of-living increase, if any, in said child support payments to be based on both the necessary and reasonable income and expenses of both HUSBAND and WIFE and said minor child of the parties at that time.

6. That HUSBAND shall claim said minor child of the parties as an exemption on his federal income tax return each and every year, and WIFE shall not claim said minor child as an exemption on her federal income tax returns.

7. That all right, title and interest of HUSBAND in and to the real estate which is the home of the parties, located at 316 Lynn Drive, Nashville, Davidson County, Tennessee, 37211, and more particularly described immediately hereinafter, be divested out of HUSBAND and be vested absolutely and unconditionally in WIFE as part of the division of the marital property of HUSBAND and WIFE, with WIFE assuming all responsibility and liability for the payment of a certain mortgage indebtedness, the balance of which is approximately Eleven Thousand Five Hundred

($11,500) Dollars, payable in monthly installments of One Hundred Fifty-Seven ($157) Dollars each to the National Mortgage Company of Memphis, Tennessee, loan number 283258, beginning immediately upon the granting of any decree of divorce dissolving the marriage of HUSBAND and **WIFE**, for and in consideration of WIFE's paying directly to **HUSBAND** the sum of Thirteen Thousand ($13,000) Dollars cash immediately upon execution of this agreement, also as part of the division of the marital property of HUSBAND and WIFE, and further with WIFE agreeing to hold HUSBAND harmless for the payment of said mortgage indebtedness, including a reasonable attorney's fee, and with WIFE assuming all responsibility and liability for the maintenance and improvements of any nature whatsoever on the premises and grounds of said real estate:

> Land in Davidson County, Tennessee, being Lot No. 349 on the plan of Caldwell Hall, Section Three, of record in Book 2900, page 131, Register's Office for said County.
>
> Said Lot No. 349 fronts 80.0 feet on the northerly margin of Lynn Drive and extends back 153.3 feet on the westerly line and 153.7 feet on the easterly line to a dead line in the rear, measuring 80.0 feet thereon.
>
> Being the same property conveyed to Richard H. Miller and wife, Barbara T. Miller, from Jerry E. Leverette and wife, June E. Leverette, by warranty deed of record in Book 4850, page 857, Register's Office for Davidson County, Tennessee.

8. That any right, title or interest of HUSBAND in and to the Third National Bank regular savings account number 000-79483-10 in the amount of approximately Two Thousand Three Hundred Fourteen and 89/100 ($2,314.89) Dollars, a certain money market certificate of deposit number [MM36808]062-0859925 in the amount of Nineteen Thousand Seven Hundred ($19,700) Dollars, and a certain Teleco Credit Union account number 414764018-017 in the approximate amount of Three Hundred Eleven and no/100 ($311.00) Dollars is hereby given and relinquished by HUSBAND to WIFE, and likewise, any right, title and interest of WIFE in and to a certain First American National Bank regular savings account

number 1933-102-4 in the amount of Thirteen Thousand One Hundred Eighty and 55/100 ($13,180.55) Dollars, a certain certificate of deposit number 019-008-8901106 in the amount of Four Thousand Eight Hundred Ninety-Nine and 14/100 ($4,899.14) Dollars is hereby given and relinquished by WIFE to HUSBAND.

9. That all right, title and interest of HUSBAND in and to a certain lot no. 136, block no. 1, Druid Hills, Fairfield Glade, in Crossville, Cumberland County, Tennessee, is hereby given and relinquished by HUSBAND to WIFE, and likewise any right, title and interest of WIFE in and to a certain investment in 1.25 acres of real estate located in Jacksonville South, Florida, account number 006106-8, deed 33-44-6106, is hereby given and relinquished by WIFE to HUSBAND.

10. That HUSBAND will maintain and keep in full force and effect and pay all premiums on a certain policy of insurance upon his life, in at least the amount of Twenty-Five Thousand ($25,000) Dollars, naming and continuing to name WIFE as beneficiary as trustee for the exclusive use and benefit of said minor child of the parties in order to secure the child support provisions of this agreement.

11. That both HUSBAND and WIFE will maintain in full force and effect and pay the premiums for certain major medical hospitalization insurance programs either through their employment or otherwise, for the use and benefit of said minor child of the parties.

12. That all the personal property, household goods, furnishings, accessories and other property not disposed of by this agreement shall be divided by and between HUSBAND and WIFE according to Schedule A for WIFE and Schedule B for HUSBAND, said schedules being hereto attached.

13. That HUSBAND will pay the attorney's fee of J. L. Thompson, III, for preparation of this agreement and for

representing him in this cause, and the court costs incurred in this action.

14. It is understood and agreed between the parties that this agreement shall be included verbatim in any final decree entered therein. This agreement shall be construed to be a complete and final settlement of all property rights, alimony, homestead and support obligations between the parties, and all other obligations arising out of the marital relation except for the rights specifically given in this agreement.

15. It is understood and agreed that each of said parties may, from and after this date, and at all times hereafter, purchase, acquire, inherit, hold, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring said property.

16. It is mutually agreed and understood between the parties as part of the consideration for the execution of this instrument, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the agreements entered into under this contract.

17. Both HUSBAND and WIFE acknowledge that the provisions of this child custody and property settlement agreement are fair, adequate and satisfactory to both HUSBAND and WIFE, and both HUSBAND and WIFE accept this agreement in full and final settlement of all claims and demands against each other, and both HUSBAND and WIFE hereby release and discharge each other from any and all such claims and demands except as provided in this agreement. It is further clearly and expressly understood by both HUSBAND and WIFE and agreed by and between them that this child custody and property settlement agreement is entered into without

any undue influence, fraud, coercion, or misrepresentation by either HUSBAND or WIFE or the attorney of record for HUSBAND.

IN WITNESS WHEREOF, the parties have read this instrument, and each and every word of it, are familiar with the contents hereof, and have signed their names this 20th day of September, 1983.

Richard H. Miller
RICHARD HAYES MILLER

Barbara Tidwell Miller
BARBARA TIDWELL MILLER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Richard Hayes Miller, with whom I am personally acquainted and who acknowledged that he executed the foregoing agreement for the purposes contained therein. Witness my hand and official seal at Nashville, Tennessee, this 19th day of September, 1983.

Gilford D. Walker
NOTARY PUBLIC

My commission expires 4-16-86.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Barbara Tidwell Miller, with whom I am personally acquainted, and who acknowledged that she executed the foregoing agreement for the purposes contained therein. Witness my hand and official seal at Nashville, this 20th day of September, 1983.

Carol B. Baron
NOTARY PUBLIC

My commission expires 10/21/84.

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Husband

The costs of this cause are taxed against the plaintiff, Richard Hayes Miller, for which execution may issue, if necessary.

ENTER this 12th day of January, 1984.

Marvel Robinson
JUDGE

APPROVED FOR ENTRY:

Jack Thompson
J. L. THOMPSON, III
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing final decree has been mailed this 4th day of January, 1984, to Barbara Tidwell Miller, 316 Lynn Drive, Nashville, Tennessee, 37211.

[redacted]

STATE OF TENNESSEE

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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 _12 day of _JANUARY , 19 _84 , in the Case Number _83D3090 between _MILLER, RICHARD H Plaintiff, and _MILLER, BARBARA I Defendant, as same remains of record in Book 1348 , Page _00970 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 _12 day of _AUGUST in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By J. Michael Sauerth
Deputy Clerk

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IDENTIF. & REFERENCE

1993
SEP -1 PM 2:11
K.Z. WILSON II REGISTER
WIDSON COUNTY, TN.