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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHAWN BETTERTON McMACKIN, Plaintiff/Wife,	)	
vs.	)	No. 95D-221 D/C.
DAVID WILSON McMACKIN, JR., Defendant/Husband.	)	

AGREED FINAL DECREE OF DIVORCE

This cause came on to be heard on the 17th day of August, 1995, before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the presentation by the parties of the terms of an agreed resolution of this matter, the appearance of and statements by counsel for both parties, the appearance of the Plaintiff/Wife, SHAWN BETTERTON McMACKIN ("Wife"), and the full record in this cause. It appears to the Court that the following terms, as agreed to by the parties and presented in open court, adequately provide for the care, custody, and support of the minor child of the parties, and fully and fairly divide the property and debts of the parties. It also appears to the Court that said terms are in the best interests of the said minor child and should become the Order of this Court. It further appears that the Court should grant a divorce to both parties, pursuant to the terms of T.C.A. §36-4-129(b). The present addresses for the parties are as follows:

Shawn Betterton (McMackin)
2524 Devon Valley Drive
Nashville, Tennessee 37221
SSN [redacted]-7251

David Wilson McMackin, Jr.
3737 West End Avenue, #201
Nashville, Tennessee 37205
SSN [redacted]-3581

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FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

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It is, therefore, ORDERED, ADJUDGED and DECREED as follows:

That the parties be, and hereby are, awarded a divorce as of August 17, 1995, pursuant to the terms of T.C.A. §36-4-129(b), and they are both restored to all of the rights and privileges of unmarried persons.

That the parties be, and hereby are, awarded joint custody of the one (1) minor child born of this marriage, ANDREW McMACKIN (d/o/b: March 31, 1992), and that the Wife be, and hereby is, designated as the primary custodian and caretaker, the parent with whom

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the child shall reside, and the parent entitled to claim him as a dependent for federal income tax purposes.

That the Husband be, and hereby is, awarded the following visitation with the child: every other weekend, from after daycare or school on Friday through 6:00 p.m. on the following Sunday; Wednesday evenings from after daycare to 8:00 during the weeks when there is no weekend visitation; alternate holidays (Labor Day, Thanksgiving, Christmas Eve, Christmas Day, Martin Luther King Day or Presidents' Day, Easter, Memorial Day, Fourth of July) during alternate years; spring break every other year beginning in 1997; Father's Day every year (with Mother's Day to be spent with the Wife each year); one (1) week at Christmas, to include either Christmas Eve or Christmas Day each year and to alternate the following year (for purposes of this Order, Christmas Eve is defined as through 1:00 p.m. on Christmas Day); and, two (2) uninterrupted weeks in the summer, with the dates to be mutually agreed by the parties in advance after the Husband provides notice to the Wife by May 1 of each year of the dates he requests for said visitation; in the event that the parties cannot agree on the dates for any particular year, said summer visitation shall occur during the last two (2) weeks of July that summer.

That the Husband shall pick up the child for visitation at the home of the
otherwise specified herein or otherwise mutually agreed by the parties in adv
visit, subject to the specific requirement that the Husband shall not drive the child in violation of the terms of the restricted license under which he is presently allowed only limited driving privileges; until such time as the Husband's regular driver license is reinstated and valid, he shall make arrangements for appropriate transportation to pick up the child for all visitation; the Wife shall pick up the child at the end of each visitation at the home of the Husband unless a different location is mutually agreed by the parties in advance of any visit.

That the Husband be, and hereby is, required to continue to pay child support for the minor child in the amount of $600.00 (SIX HUNDRED DOLLARS) per month, due and payable directly to the Wife on or before the 15th day of each month; the parties acknowledge that said amount of support is above the requirements of the Tennessee Child Support Guidelines based on the Husband's present salary alone.

That the Husband be, and hereby is, required to provide the Wife with immediate notice within ten (10) days of any distributions and/or disbursements he receives from any trust funds of which he is a beneficiary, other than the quarterly trust income distributions he presently receives from the Evans Clements trust.

That in the event that the Husband receives a gross income of more than $46,000.00 (FORTY-SIX THOUSAND DOLLARS) in any year, he be, and hereby is, required to pay additional child support to the Wife in a sufficient amount to make the total child support paid for the year equal 21% (TWENTY-ONE PERCENT) of his net income for that year as defined by the Tennessee Child Support Guidelines; the Husband shall be required to pay any such additional amount due for a particular year on or before the following April 30.

That the parties be, and hereby are, required to each provide to the other a copy of the front page of his or her federal income tax return each year on or before the following April 20.

That the Wife be, and hereby is, required to continue to maintain the health insurance coverage she presently provides for the minor child through her employment, provided she continues to be employed at the same place and continues to have the same insurance available to her; in the event that the Wife changes employment or otherwise discontinues working at the job she presently has, the Husband shall be required to provide health insurance coverage for the child through his employment; if the Wife has changed jobs and the Husband is unable to provide health insurance coverage for the child through his employment, then the parties shall be required to each pay one-half (1/2) of the costs for providing reasonable health insurance coverage for the child.

That the parties be, and hereby are, each required to pay one-half (1/2) of the costs of reasonable health care provided to and for the minor child and which are not covered by health insurance, subject to the requirements that they shall each be required (1) to make reasonable efforts to make use of the providers covered by the managed care organization that provides the insurance coverage and (2) to give reasonable notice to the other party before incurring health care expenses for psychological or psychiatric treatment and/or counselling for the child; in the event that the parties do not agree on the provision of such psychological or psychiatric care to the child, either parent may apply to the Court for relief

regarding the costs of said care.

That the Husband, and hereby is, required to pay his one-half (1/2) of reasonable health care expenses as described in this Agreement within 30 (THIRTY) days after receipt of statements for services and proof of the amount covered by insurance.

That the Wife be, and hereby is, required to give at least 90 (NINETY) days written notice to the Husband before moving the residence of the child away from the jurisdiction of the Court.

That the Husband be, and hereby is, required to maintain a $100,000.00 (ONE HUNDRED THOUSAND DOLLARS) life insurance policy that will continue at all times to have a face value of a sufficient amount to cover the child support obligations of the Husband as outlined in this Order, and shall be required to name the child as the sole beneficiary of said policy with the Wife as Trustee for said funds while the child is a minor; the Husband shall be entitled to own said policy and may make any changes he chooses regarding it at such time as his child support obligations end.

That the Wife be, and hereby is, awarded all furniture and furnishings located in or about the marital residence located at 2524 Devon Valley Drive, Nashville, Davidson County, Tennessee, 37221, with the exception of the following items which are awarded to the Husband and which he shall arrange to pick up and remove from the marital residence within 30 (THIRTY) days of August 17, the date the divorce was awarded to the parties, or shall forfeit ownership of them: pine book shelf; pine dining room table; five (5) paintings purchased before the actual marriage of the parties; pine spindle bed with mattress; pine coffee table; pine end table; stereo equipment; three (3) handguns; and, shotgun.

That the Husband be, and hereby is, required to execute a quitclaim deed transferring to the Wife all of his right, title and interest in and to the marital residence located at 2524 Devon Valley Drive, Nashville, Davidson County, Tennessee, 37221, more particularly described as follows:

> Being Lot Number 72 on the Plan of Final Plat Devon Valley Phase I, of record in Plat Book 7900 at page 458, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to David W. McMackin, Jr. and wife, Shawn Betterton McMackin, by deed from Great Southern Homes of Tennessee, Inc., of record in Book 9397, page 942, Register's Office, Davidson County, Tennessee.

subject to his lien against said property in the amount of $21,500.00 (TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS), subject to the remaining terms of this Order, representing his share of the present equity in said property based on the agreement of the parties that said equity is $43,000.00 (FORTY-THREE THOUSAND DOLLARS) at the time the divorce was granted; the Husband's lien against the said property shall be non-interest bearing for a period of three (3) years from the date this Order is entered, and shall be released by the Husband upon receipt of the said payment.

That the Husband's lien as described in the preceding paragraph shall be non-enforceable until such time as the Wife chooses to sell said property or for a period of three (3) full years from the date this Order is entered, whichever event occurs first.

That until such time as the marital residence is sold by the Wife or title is otherwise transferred from her, she be, and hereby is, required to assume sole responsibility for the mortgage indebtedness due on and for the said marital residence, and shall indemnify and hold the Husband harmless thereon.

That in the event the Wife makes reasonable efforts to sell said real property on the open market for fair market value but the net equity obtained from said sale after the payment of all closing costs, including real estate commission and attorney fees, is less than $43,000.00 (FORTY-THREE THOUSAND DOLLARS), then the parties shall be, and hereby are, required to equally bear the decrease in value of their present interest in said property, and the Husband's lien shall be decreased accordingly such that each party will receive one-half (1/2) of the said reduced net equity.

That in the event that the Wife decides to sell said real property but is unable to obtain at least $43,000.00 (FORTY-THREE THOUSAND DOLLARS) in net equity for the sale of said marital residence after reasonable efforts, the Husband shall be entitled to pay the Wife the sum of $21,500 (TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS) for her share of the equity in said property and she shall then execute a quitclaim deed transferring all of her right, title and interest in and to said property to the

Husband; upon such a transfer, the Husband shall assume sole responsibility for any remaining mortgage indebtedness due on or for said property and shall indemnify and hold the Wife harmless for same.

That the Wife be, and hereby is, restored to her maiden name of SHAWN ELIZABETH BETTERTON.

That in the event that either party files for bankruptcy, he or she shall be, and hereby is, required to give immediate notice to the other party in order to effect the intent of this Court that it can continue to exercise jurisdiction over the matters of this case and appropriate steps can be implemented to lift the bankruptcy stay as to those matters.

That the Husband be, and hereby is, required to pay the sum of $2,000.00 (TWO THOUSAND DOLLARS) in attorney fees to the attorney of the Wife, and to pay said sum within ten (10) days of the date this Order is entered, for which execution may issue.

That the Husband be, and hereby is, required to pay the court costs of this cause, for which execution may issue.

That no action by either party will be effective to reduce child support after the due date of each payment, and that court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of this Order.

That in the event a creditor of either party makes a claim against the other party, which is upheld by a court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Order, the party against whom such claim is made shall be entitled to recover from the responsible 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 fees.

That in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Order, he or she shall also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting this action.

That this Order 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, curtesy, 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 Order.

Entered this 26th day of Sept, 1995.

Honorable Marietta Shipley

APPROVED FOR ENTRY:

Abby R. Rubenfeld

Abby R. Rubenfeld (#6645)
RUBENFELD & ASSOCIATES
2505 Hillsboro Road, Suite 201
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615/386-9077
Attorney for the Wife

Jack Norman, Jr. (#2702)
Attorney at Law
213 Third Avenue, North
Nashville, Tennessee 37201
615/254-0656
Attorney for the Husband

I hereby certify that this is a true copy of original instrument filed in my office this 23 day of Oct 19 95
RICHARD R. ROOKER Clerk
By _____ Deputy Clerk