IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
JUL 21 PM 3:46
D.C.

PICK-UP

DAWN ELAINE MAUCK DALE)
)
vs.) NO. 81D-4410
)
JAMES ROGER DALE, SR.)

BOOK 10444 PG 138

97 MAY -5 AM 11:34
DAVIDSON COUNTY, TN.

IDENTIFICATION

03019 70

FINAL DECREE OF DIVORCE

This cause came on to be heard on this the 16th day of July, 1982, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the original complaint for divorce, personal service having been had on the defendant, the property settlement and child support agreement signed and filed by the parties, testimony of the complainant, statements of counsel, and the entire record in this cause, from all of which it appears to the Court that the complaint for absolute divorce on the grounds of irreconcilable differences is well taken and should be granted. The Court is further of the opinion that the property settlement agreement makes adequate provisions for the minor children of the parties and should be approved.

It is, therefore, ORDERED, ADJUDGED and DECREED that:

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1. The complainant, Dawn Elaine Mauck Dale, is hereby granted an absolute divorce from James Roger Dale, Sr., on the ground of irreconcilable differences, and she is restored to all the rights and privileges of an unmarried person.

2. The complainant, Dawn Elaine Mauck Dale, is awarded custody of the minor children of the parties, with reasonable visitation rights reserved to the defendant, James Roger Dale, Sr.

3. The property settlement and custody agreement signed by the parties and filed with the Clerk of this Court, is approved and adopted by the Court in its entirety and made a part of this decree as though copied herein verbatim.

4. The costs of the cause are assessed against the defendant, for which execution may issue, if necessary.

ENTER this ___ day of _____ 1982.

BENSON TRIMBLE, JUDGE

7-21-82

PREPARED FOR ENTRY:

R. PRICE NIMMO
Attorney for Complainant

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing decree to Robert L. Jackson, Attorney for Defendant, 216 Third Avenue, North, Nashville, Tennessee, 37201, on this 16th day of July, 1982.

R. PRICE NIMMO

DALE v Dale
81D-4410

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1982 JUL 16 PM 2:08

PROPERTY SETTLEMENT AGREEMENT

BOOK 10444 PG 140

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by DAWN ELAINE MAUCK DALE, hereinafter referred to as "Wife" against JAMES ROGER DALE, SR.,, hereinafter referred to as "Husband", under Docket No. 81D-4410, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) CUSTODY OF CHILDREN: The parties agree that the absolute care, custody and control of the two minor children, to-wit: James Roger Dale, Jr. and Melanie Amber Dale, shall be awarded to Wife, with reasonable visitation privileges reserved to Husband, including alternate holidays, i.e., Thanksgiving, Christmas, Easter and Fourth of July, and three weeks during each summer.

(4) CHILD SUPPORT: Husband agrees to pay Two Hundred and Fifty ($250.00) Dollars per month per child, for the support and maintenance of the minor children until such time as they attain their majority or are otherwise emancipated. Said payments are to be made directly to the Wife and are to be due and payable in monthly installment on the first and fifteenth day of each month.

The parties acknowledge that this sum of child support is based upon the current income and expenses of the Husband as well as the present existing needs of the children. That as circumstances change materially, both parties will have the right to petition the Court for an increase or in the alternative a decrease based upon a showing of material change of circumstances.

(5) RESIDENCE: All right, title and interest which the Husband has in and to the real property of the parties located at 728 Florence Circle, Madison, Davidson County, Tennessee shall be divested out of him and the sole and exclusive ownership in said property shall be vested in the Wife, it being Wife's responsibility to assume the balance of mortgage indebtedness thereon and to hold Husband harmless and indemnify him from any further responsibility thereon.

(6) OTHER REAL PROPERTY: All right, title and interest which the Wife has in and to the real property of the parties located at 227 Chapel Avenue, Nashville, Davidson County, Tennessee shall be divested out of her and the sole and exclusive ownership in said property shall be vested in Husband and Husband shall assume the balance of mortgage indebtedness and hold Wife harmless and indemnify her from any responsibility thereon.

(7) HOUSEHOLD FURNISHINGS: All of the household furniture, furnishings, appliances and personal property presently located at 728 Florence Circle, shall become the sole and exclusive property of the Wife, with the exception of any personal items belonging to Husband, such as clothes, jewelry, wearing apparel and certain tools and oil paintings, which Wife has agreed he may have.

(8) AUTOMOBILES: All right, title and interest which the Husband has in and to the Ford Fiesta automobile shall be divested out of him and the sole and exclusive ownership in said vehicle shall be vested in the Wife, with free, clear and unencumbered title. Any other vehicles such as a 1965 Corvette and the antique Willys shall become the sole and exclusive property of the Husband.

(9) HEALTH INSURANCE: Husband agrees to maintain in full force and effect health insurance coverage for the benefit of the minor children until they attain their majority or are otherwise emancipated. Husband further agrees to accept responsibility for any and all hospital, doctor, medical or dental expenses for the benefit of the children which are not covered by insurance. It is agreed that any and all medicines, prescriptions or drugs necessary for the children will be paid for by the Wife.

(10) ALIMONY IN SOLIDO: Husband agrees to pay Wife the sum of Nine Thousand ($9,000.00) Dollars as alimony in solido, and in lieu of any of her interest in the business, said amount to be due and payable in monthly installment of Two Hundred and Fifty ($250.00) Dollars each for thirty-six (36) consecutive months, with the first payment to be due on the first day of the next calendar month after the granting of the divorce.

(11) ATTORNEY FEES: Husband agrees to pay Wife's solicitor of record, R. Price Nimmo, the sum of Three Hundred and Fifty ($350.00) Dollars for services rendered on behalf of Wife, this amount being in addition to any and other sums to be paid by Wife.

(12) LITIGATION EXPENSE AND COURT COSTS: Husband agrees to pay any and all court reporter expenses resulting from the proceedings and to pay the final court costs.

(13) LIFE INSURANCE: Husband agrees to maintain a minimum of $50,000.00 life insurance on his life with the two minor children named as the irrevocable beneficiaries thereon until such time as they attain their majority or otherwise emancipated.

(14) EDUCATION: Husband agrees to pay tuition for both children to attend private schools, said sum to be in addition to any child support heretofore agreed upon. Husband shall be allowed the right to enter into the decision making process as to where the children will attend school and shall at all times be apprised of their progress in school, including the right to review their grades and report cards.

(15) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this Agreement for her support and maintenance are

A D D E N D U M

WHEREAS, the parties have previously signed a property settlement agreement and desire to add the following Amendment:

Paragraph 10, entitled "Alimony In Solido" shall be amended to provide as follows: That in the event of Wife's remarriage prior to the expiration of thirty-six (36) months, then the monthly installments of $250.00 shall be paid into a savings account to be held in trust for the use and benefit of the minor children with all disbursements to be approved by agreement between Wife and Husband. All other portions of this paragraph shall remain in full force and effect.

WIFE

HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named DAWN ELAINE MAUCK DALE, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 29 day of June, 1982.

Elaine Furlough
NOTARY PUBLIC

My C. E. 9-24-86

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named JAMES ROGER DALE, SR., who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 6 day of July, 1982.

JoAnn Yates
NOTARY PUBLIC

My C. E. 1-15-83

fair, adequate and satisfactory to her and the minor children and in the keeping with her accustomed standard of living and her reasonable requirements.

(16) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(17) WAIVER: Wife hereby waives any and all further claims for alimony, past, present and future, other than as contained in this agreement.

(18) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(19) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 19th day of June, 1982 as to the Wife, and the 6th day of July, 1982 as to the Husband.

WIFE

HUSBAND

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STATE OF TENNESSEE

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 21 day of JULY , 19 82 , in the Case Number 81D4410 between DALE, DAWN ELAINE Plaintiff, and DALE, JAMES ROGER SR Defendant, as same remains of record in Book 126A , Page 00126 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 06 day of MAY in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By C. A. Cullom
Deputy Clerk

SEAL