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1986 MAY 15 PM 12:56

GEORGE L. ROOKER, CLERK

K. Langford D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

JOHN WILLIAM REIN ]
]
VS. ]
]
SANDRA DARLENE ROBERTS REIN ]

NO. 85D-1056

BOOK 11319 PAGE 980

## FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 3rd day of March, 1986, before the Honorable James R. Everett, Jr., upon the original Petition of the Complainant, testimony of the Complainant, statement of counsel for the Complainant, and the entire record in this cause, from all of which the Court finds:

That the parties were married on July 17, 1970, in Nashville, Tennessee; that the Petition herein was filed on April 19, 1985, service being waived as provided by statute, said date being more than ninety (90) days prior to the date of the hearing; that at the hearing of this cause the facts charged in the Petition were proven to be true; that is, that irreconcilable differences exist between the parties to the extent that further cohabitation as husband and wife is no longer possible or proper.

The Court has also examined the Child Custody and Property Settlement Agreement entered into by the parties and the Court affirmatively finds from said agreement that the parties have made adequate and sufficient provision by written agreement for the care, custody and control of the parties' minor children, and equitable settlement of any and all property rights between them.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court that the bonds of matrimony heretofore existing and subsisting between the complainant, John William Rein, whose current address is 3708 Whites Creek Pike, Nashville, Tennessee 37207, and the defendant, Sandra Darlene Roberts Rein, whose current address is 109 Rader Drive, Antioch, Tennessee 37013, should be, and hereby are, forever and perpetually dissolved, and the Complainant is hereby granted an Absolute Divorce from the defendant and the parties are restored to all of the rights and privileges of an unmarried person.

It is further **ORDERED** that the Child Custody and Property Settlement Agreement entered into by the parties is hereby approved and **ORDERED** set forth herein, to wit:

# CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

For and in consideration of the mutual covenants, promises and undertakings hereinafter more fully set forth, this Agreement is effective the 1st day of November, 1985, by and between SANDRA DARLENE ROBERTS REIN, hereinafter referred to as "Wife" and JOHN WILLIAM REIN, hereinafter referred to as "Husband" for the purpose of defining certain rights and privileges, establishing custody of the children and transferring certain properties, effective now and on the date an absolute divorce is granted.

**WHEREAS,** it is acknowledged that a cause of action for absolute divorce has been filed by the Husband against the Wife in the Circuit Court for Davidson County, Tennessee at Nashville,

**WHEREAS,** the parties in the course of their marriage have accumulated and brought together certain real properties, personal properties and certain debts, and

**WHEREAS,** the parties have entered into this Child Custody and Property Settlement Agreement which each believes to be fair and reasonable, and, in the event a divorce is granted to either party, they then urge the Court to approve and ratify this Agreement as follows:

## I

The real property known to them as 109 Rader Drive, Antioch, Tennessee, which is held by the parties as tenants by the entirety, shall become the sole property of the Wife and the Wife shall be responsible for all house note payments becoming due subsequent to the effective date of this Agreement. Husband shall execute a Quitclaim Deed.

The real property known to them as 1136 Antioch Pike, Nashville, Tennessee, which is held by the parties as tenants by the entirety, shall, upon any divorce decree becoming final, be held as tenants in common, without right of survivorship.

## II

All personal property of the parties, including all household furnishings, but excluding personal wearing apparel and personal effects of the Husband, shall become sole property of the Wife except those items identified

as inventory, equipment or fixtures of the sole proprietorship identified as Music City Detectors, shall become the sole property of the Husband. All personal property presently in Husband's possession will remain his sole and separate property. Wife shall retain ownership and possession of a 1982 Datsun Stanza automobile which is presently titled in the name of the Wife. The Husband shall retain ownership and possession of the 1983 Plymouth Horizon, the 1972 Jeep, and the 1972 travel trailer, each of which is in the name of Husband or Music City Detectors. Each party shall be responsible for the indebtedness remaining on the vehicle or vehicles in his or her possession. The tax refund resulting from the filing of the joint Federal income tax return for 1984 has been received and has been applied by the Wife to pay certain current bills and the remainder has been divided equally between the parties. There remains a debt of the Husband's business on Visa Card which obligation is to be paid by Husband, and Husband agrees to delete Wife's name from the Visa Card.

III

The exclusive care and custody of the parties' minor children, Jonnelle Elaine Rein, born July 27, 1975 and William Eric Rein, born November 18, 1981, is given to the Wife. The Husband is granted reasonable visitation privileges with the children upon appropriate notice to the Wife. In order to provide for the support of the children until the youngest child reaches age 18, the Husband shall:

(a) Pay directly to the Wife the sum of One Thousand One Hundred ($1,100) Dollars per month, payable in equal amounts on the first and fifteenth days of each month for a period of twelve months and thereafter at the rate of Six Hundred Fifty ($650) Dollars per month. The Husband is to have the benefit of the deduction of both children as dependents until such time as the reduction to $650.00 per month child support takes place; and thereafter, each party shall have the benefit of the deduction of one child as a dependent for tax purposes beginning with the tax year in which the reduction occurs.

(b) Continue to maintain current medical and dental insurance on the children as provided by his present employer for as long as it is available during or after termination of his employment, and upon obtaining different employment, continue to provide comparable medical and dental coverage. Any amounts of medical or dental expenses which are not paid for or reimbursed by such plan are to be the equal responsibilities of the Husband and Wife, such expenses to include those necessary and incidental to the well being of the children.

(c) Maintain in effect life insurance coverage on his life in the minimum amount of coverage available

through Husband's employment and through his existing individual policies or One Hundred Thousand ($100,000) Dollars, whichever is greater, for the support of his children in case of his untimely death, with the Wife to be the beneficiary. Evidence of this coverage shall be made available by the Husband to the Wife upon reasonable request.

IV

A. Upon the decrease of child support payments as provided in III(a), Husband, for the purpose of a college fund, shall on the 15th day of the thirteenth (13th) month of this agreement and for each month thereafter purchase a Fifty ($50) Dollar savings bond for so long as either child is under the age of twenty-one (21) or is enrolled in college courses leading to a degree, but not to exceed the period of time ending on the twenty-fifth (25th) birthday of the younger child. During such period of payment for educational purposes, subparagraphs (b) and (c) of paragraph III shall remain in effect.

B. Husband acknowledges that his daughter, Jonnelle Elaine Rein, is presently enrolled in private school and that his son, William Eric Rein, will be enrolled in private school according to the prior plans of the parents. Husband agrees that beginning with the 1987 school year, he will contribute one-half (1/2) of any increase in the tuition of his daughter over the 1985 tuition level and that he will contribute one-half (1/2) of all of the tuition of his son. In the event Husband is unable to afford such tuition payments, he may apply to spouse for relief from such payment, such relief to not be unreasonably withheld based upon the financial condition of the Husband after Husband has evidenced a sincere and solemn effort to comply with this provision. If relief from this provision IV B. is withheld by Wife, Husband shall have the right to seek relief in the Court of proper jurisdiction.

V

Each party shall be responsible for payment of their own attorney's fees. Husband shall be responsible for and pay all court costs.

VI

Both parties agree to cooperate fully and to sign any and all deeds, titles, documents or other 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 execution and that they have signed voluntarily.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date first above written.

/s/ John William Rein
JOHN WILLIAM REIN

/s/ Sandra Darlene Roberts Rein
SANDRA DARLENE ROBERTS REIN

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, William B. Bradley, a Notary Public in and for said State and County, SANDRA DARLENE ROBERTS REIN, with whom I am personally acquainted, and who acknowledged to me that she signed the within Child Custody and Property Settlement Agreement as her free act and duty for the purposes therein contained, this 15th day of October, 1985.

/s/ William B. Bradley
NOTARY PUBLIC

My Commission Expires:

Aug. 24, 1988

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, JOHN WILLIAM REIN, with whom I am personally acquainted, and who acknowledged to me that he signed the within Child Custody and Property Settlement Agreement as his free act and duty for the purposes therein contained, this 31 day of October, 1985.

/s/ Lawrence D. Wilson
NOTARY PUBLIC

My Commission Expires:

1-10-89

It is further **ORDERED** that the Husband, John William Rein, shall pay the costs of this cause, and execution may issue for any or all of the above.

It is further **ORDERED** that each party shall be responsible for payment of their own attorney's fees.

It is further **ORDERED** that unless specifically ordered by the Court, such support as contained in this Final Decree shall not be reduced or prorated.

Entered this 11 day of May, 1986.

JAMES R. EVERETT, JR.

APPROVED FOR ENTRY:

Lawrence D. Wilson
Attorney for Complainant

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce was mailed to the defendant, Sandra Darlene Roberts ~~Rein,~~ 109 Rader Drive, Antioch, Tennessee 37013 on ~~this~~ 13 day of MAY, 1986.

~~Lawrence~~ D. Wilson

**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 SEVENTH Circuit Court for Davidson County, Tennessee, on the 15 day of MAY , 19 86 , in the Case Number 85D1056 between

REIN, JOHN WILLIAM Plaintiff, and

REIN, SANDRA DARLENE Defendant,

as same remains of record in Vol. 033B , Page 01311 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 01 day of FEBRUARY in the year one thousand nine hundred and ninety-nine and in the 223rd year of American Independence.

SEAL

**RICHARD R. ROOKER,** Clerk,

By _____ Deputy Clerk

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BILL GARNER
DAVIDSON CO. REGISTER
COUNTY, TN.

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IDENTIFICATION REFERENCE

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