IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY
STATE OF TENNESSEE

FILED
2001 JAN 18 AM 10:42
RICHARD R. ROOKER, CLERK
D.C.

| | | |
|---|---|---|
| **SHARON LEA SINGLETON WHITEHEAD** | ) | |
| | ) | |
| **Plaintiff/Wife** | ) | |
| | ) | |
| **VS.** | ) | **No. 00D-349** |
| | ) | |
| **ROY EUGENE WHITEHEAD** | ) | |
| | ) | |
| **Defendant/Husband** | ) | |

Davidson County DEEDDIV
Recvd: 05/01/01 14:54 19pgs
Fees:78.00 Taxes:0.00
20010501-0043936

**ORDER**

This cause came to be heard on the 13th of December, 2000 before the Honorable Marietta Shipley, Judge, a Final Decree of Divorce having been previously entered in this matter on October 3, 2000 which left several issues reserved; and upon the Complaint for Divorce filed on behalf of Plaintiff, SHARON LEA SINGLETON WHITEHEAD (hereafter "Wife"), heretofore filed against Defendant/CounterPlaintiff, ROY EUGENE WHITEHEAD (hereafter "Husband"); upon the Answer and CounterComplaint of Husband, statement of counsel, sworn testimony of witnesses, and the entire record in this cause, from all of which the Court finds that because the parties' youngest minor child Jena Shea Whitehead (DOB: 09/22/94) has evidenced the physical reactions to the anxiety and stress of visiting with Father, because the parties' eldest minor child Gena Lea Whitehead (DOB: 04/04/86) has expressed fear of Father's behavior and concern that she cannot control said behavior and because of threats that Father made during visitation, Father should have limited visitation as set forth in the Parenting Plan attached hereto as Exhibit A.

The Court further finds that the following is a fair and equitable property division of the parties' assets and debts:

1. The parties have stipulated that the value of the marital residence is $105,000.00, based upon the appraisal of said property. Each party shall be responsible for one-half of the cost of said appraisal.
2. The mortgage indebtedness on said property is $65,500.00, leaving the parties' gross equity in the marital residence at $39,500.00.
3. Out of the gross equity the following set offs/deduction shall be made:
   a. $750.00-NES loan previously paid by Wife;
   b. $1,000.00-Repairs made to marital residence by Wife since separation;
   c. $2,320.00-Loans made to the parties by Wife's parents;
   d. $2,500.00-value of pick up truck that Husband possessed at separation;
   e. $400.00-representing an outstanding debt which Wife is paying on tires that Husband possessed at separation;
   f. $3,150.00 represent a 3% commission on a prospective sale and

g. $1,480.00-an amount equal to the principal which Wife has paid toward the mortgage indebtedness on the marital residence since separation.

4. After said set offs/deductions, the net equity would be $27,900.00h Husband would be entitled to receive one-half (½) in the amount of $13,950.00.

5. Out of Husband's one-half (½), Wife should receive the following additional set offs/deductions:

a. $1,083.33-One-third of the parties' joint indebtedness due and owing to J.C. Penney ($871.00), Discover Card ($1,596.00), Chevron ($783.00);

b. $250.00-the cost of repair of the door on the marital residence which Husband broke; and,

c. $1,500.00-a partial reimbursement of Wife's reasonable attorney's fees.

6. After said additional set offs/deductions, Husband is entitled to receive the sum of $11,116.67, and he is therefore granted a judgment in said amount which shall bear simple interest at a rate of 10% per annum on any unpaid principal until paid in full. Husband shall maintain a lien for any unpaid amounts against the house until said judgement is paid in full.

7. Ms. Whitehead may pay any amount toward the satisfaction of said judgement until such time as the parties' eldest minor child graduates from high school, at which time any unpaid principal and interest must be paid in full.

8. Wife shall be and hereby is vested with sole right, title and interest in fee simple in and to the parties' marital residence known as 262 Hickorydale Drive, Nashville, Davidson County, Tennessee 37210, which is more particularly described as follows:

9. Wife shall be solely responsible for and shall hold harmless and indemnify Husband for the parties' joint indebtednesses due and owing to J.C. Penney ($871.00), Discover Card ($1,596.00), Chevron ($783.00).

10. As to Wife's debts due and owing to Chase credit card, Citibank credit card, and NCO Financial, the Court finds that said debts are marital debts. Because it appears that no payments have been made on said debts since approximately 1996 and that the creditors are not actively seeking payment at this time, the Court is hereby reserving the distribution of said debts amongst the parties. If Wife is sued on any of these debts or required to pay these debts, she may return to Court for a distribution of said debts.

11. Except as is otherwise set forth in this agreement, each party shall be solely responsible for and shall hold harmless and indemnify the other party for any and all indebtednesses in his/her names.

12. Each party shall be vested with sole right, title and interest in and to all personal property in his/her possession and all banking or retirement accounts in his/her individual names.

13. Any and all unpaid Court costs shall be taxed to Husband for which let execution issue if necessary.

. **IT IS THEREFORE SO ORDERED** this the 18 day of January, 2001.

**JUDGE**

**APPROVED FOR ENTRY:**

**JOHN P. BROWN, III (BPR #16003)**
**Attorney for Wife**
3432 Lebanon Road
Hermitage, TN 37076
PH: (615) 883-4998

**CERTIFICATE OF SERVICE**

I certify that a true and exact copy of the foregoing Final Decree of Divorce has been served upon Defendant by mailing same U.S. Mail, postage prepaid to his Attorney J. Robin McKinney, Jr., One Washington Square, 214 Second Avenue, North, Suite 103, Nashville, TN 37201-1647, this 10th day of January, 2001.

**JOHN P. BROWN, III**

FILED

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

2001 JAN 18 AM 10:42

RICHARD R. ROOKER, CLERK

| | | |
|---|---|---|
| SHARON LEA SINGLETON WHITEHEAD<br>PARENT | ) | Case No. OOD-349<br>PARENTING PLAN<br>___ Proposed Plan |
| ROY EUGENE WHITEHEAD<br>PARENT | ) | _X__ Final Parenting Plan |

## PERMANENT PARENTING PLAN

This plan is _x_ Ordered by the court on the 13th day of December, 2000,
__ is a part of the Marital Dissolution Agreement,
___ modifies an existing Parenting Plan or prior Court Order, dated
_____ day of _____, 20__.

Children:

| Name | Birthdate |
|---|---|
| GENA LEA WHITEHEAD | 4/4/86 |
| JENA SHEA WHITEHEAD | 9/22/94 |

## I. RESIDENTIAL SHARING SCHEDULE

For the reasons set forth in the Court's Order filed simultaneously herewith, Mr. Whitehead should continue with his counseling with Carol Myers on a weekly basis and the children (especially Gena) should continue with their counseling with Kirsten Cropp, through the February 2, 2001. A copy of this Order should be sent to said counselors. The two counselors should confer with each other. If neccesary, the parties shall sign authorization forms allowing the counselors to confer. On or after February 2, 2000, the two counselors shall jointly choose a third therapist (or one or the other can volunteer to do it), to facilitate visitation with the girls and their father. Either counselor may be present at said visitation if desired by said therapist.

Said visitation will occur at the Exchange Club or at the independent therapist's office and there will be at least four (4) of those visits. At the end of these visits, the therapist shall recommend to the Court one of the following four options:

a. They may show the Court that the visits should cease, that there should be no visits;

b. The visits should continue in the same manner with the third therapist;

c. The visits should continue at the Exchange Club; or

d. They may gradually move into an unsupervised visitation schedule to coincide with Husband's days off of work.

The schedule below sets out which parent has responsibility for the child during the week, weekends, holidays and vacations.

A. DAY TO DAY SCHEDULE.

The _X_ mother ___ father will have responsibility for the care of the child(ren) except the following times and days when the other parent shall have responsibility for the care of the child(ren):

From: _____ (Day/Time) to _____ (Day/Time)

___ every week __ every other week ___ other _____

and from: _____ (Day/Time) to _____ (Day/Time)

___ every week ___ every other week _X__ other: as set forth above.

B. SCHEDULE OF HOLIDAYS RELEVANT TO YOUR FAMILY, SCHOOL SCHEDULE or SPECIAL OCCASIONS
Indicate when child(ren) will be with each parent.
(In ODD numbered years, EVEN numbered years or EVERY year.)

| | Mother | Father |
|---|---|---|
| Martin Luther King Day | | |
| Presidents' Day | | |
| Easter | | |
| Passover | | |
| Mother's Day | | |
| Memorial Day (if no school) | | |
| Father's Day | | |
| July 4th | | |
| Labor Day | | |
| Thanksgiving Day & Friday | | |
| Child(ren)'s Birthdays | | |
| Other school- free days | | |
| Mother's Birthday | | |
| Father's Birthday | | |
| Other: | | |

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday unless otherwise noted:

_____

C. SCHEDULE FOR WINTER HOLIDAY VACATION.

The ___ mother ___ father shall have the child(ren) in even years from the day school is dismissed at ___ p.m. until December 25 at ___ _ .m. The other parent will have the child(ren) from December 25 at ___ _.m. until 6:00 p.m. on the evening before school resumes.

OR as agreed upon by the parents as follows:

_____

_____

D. SCHEDULE FOR SPRING VACATION.

The mother and father shall share or alternate Spring Break as follows:

_____

_____ Beginning: _____

E. SUMMER SCHEDULE

The ___ mother ___ father shall be responsible for the care of the child(ren) during the summer, except for the following days and times when the other parent will be responsible for the care of the child(ren):

___ Same as school year schedule ___ Two Weeks
___ Two weeks every month ___ One month ___ Six weeks
Other _____
_____ Beginning _____

F. TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child (ren), between parents shall be as follows:

_____

_____

Long Distance Transportation Costs: [If Applicable]:

_____

G. OTHER:
The following special provisions apply to the schedules or residential considerations of the child (ren):

_____

## II. DECISION MAKING

### A. DAY TO DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the children.

### B. CHILD NURTURE

Mother and Father will behave with respect to each other and the child(ren) so as to provide a loving, stable, consistent and nurturing relationship with the child(ren) even though they, themselves, are being divorced. Mother and Father agree they will not speak badly of each other or the members of the family of the other parent. They will encourage the child to continue to love the other parent and be comfortable in both new families.

### C. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

| | | | |
|---|---|---|---|
| Education decisions | _X_ mother | ___ father | ___ joint |
| Non-emergency health care | _X_ mother | ___ father | ___ joint |
| Religious upbringing | _X_ mother | ___ father | ___ joint |
| Extracurricular activities | _X_ mother | ___ father | ___ joint |
| _____ | ___ mother | ___ father | ___ joint |
| _____ | ___ mother | ___ father | ___ joint |

### D. PRIVATE SCHOOL AND COLLEGE : [Optional]

The parties agree as follows regarding private school [elementary and high school] and college or vocational training after high school:

_____

_____

[If parents wish to include a detailed list of the plans for special or private schooling, they may attach a separate sheet.]

## III. FINANCIAL SUPPORT FOR CHILD(REN)

### A. CHILD SUPPORT PER TENNESSEE GUIDELINES OR DEVIATIONS *

The ___ mother _X_ father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $262.50 per ____ week ____ month, _X_ twice per month (semi-monthly), or ____ every two weeks (bi-weekly), plus $13.13 as 5% clerks fee [ if applicable] for a total amount of

$275.63 beginning the 20th day of December, 2000,

Deviations: _____

This support shall be paid

___ Directly to the other parent.
___ To the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, TN 37229, and sent to the other parent.
Address: _____
___ Direct Deposit to the other Parent at _____ Bank.
_X_ By Wage Assignment Order [Attach Order]

The parties affirmatively acknowledge that Court approval must be obtained before child support can be reduced or modified, unless such payments are automatically reduced or terminated under the terms of the Parenting Plan

* Attach sworn statement of income if this is a Proposed Plan.

### B. TAX DEDUCTION

The ___ mother _X_ father shall receive the tax deduction for the parties' eldest child, so long as the child support is current on the 15th day of January of each year, in
_X_ alternate years starting 2001)
___ each year
Other: Wife shall be allowed to receive the tax deduction on both children in 2000.

### C. TAX RETURN NOTICE

The parent(s) paying child support shall send to the other parent by or before April 15 of every year [OR August 15, if an extension is sought ], a copy of their respective W-2(s), 1099(s) and first two pages of their tax return.

### D. HEALTH INSURANCE

The ___mother _X_ father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage

annually.

Uncovered medical expenses, which include deductibles or co-payments, eyeglasses, contact lenses, routine annual physicals , will be paid by the
___ mother or ___ father or _X_ divided equally by the parties.

_X_ Other: Husband shall provide Wife with documentation proving health insurance coverage for the minor children on or before January 15, 2001. Uncovered medical expenses shall include counseling expenses.
(This may also include a provision for counseling.)

After insurance has paid its portion, the parent receiving the bill will send the bill to the other parent within 10 days. The other parent will pay his/her share within 30 days of receipt of the bill.

E. LIFE INSURANCE [OPTIONAL FOR PARENT NOT PAYING CHILD SUPPORT]
The _X_ father shall insure his own life in the minimum amount of $25,000.00, whole or term.
The ___mother shall insure her own life in the minimum amount of $_____, whole or term.
The policy(ies) shall name the ___other parent OR ___ other parent as trustee of the funds to serve without bond or accounting, as beneficiary for the support of the children OR Other: naming the parties' two minor children as beneficaries.

F. DENTAL/ORTHODONTIC CARE
If available to either parent through their work, the __X_ mother or _X_ father will maintain dental/orthodontic care on the minor child(ren).
Uncovered dental/orthodontic expenses will be paid by
___ mother ___ father or _X_ divided equally by the parties.

## IV. DESIGNATION SOLELY FOR STATE AND FEDERAL STATUTES:

The children named in this parenting plan are scheduled to reside the majority of the time with the _X_ mother ___ father. SOLELY for purposes of any other state and federal statutes which require a designation or determination of parental responsibility, this parent is designated the "Custodian of the Child". If the parents are joint decision makers as listed in Section II. for purposes of obtaining health or other insurance, they shall be considered "joint custodians." THIS DESIGNATION SHALL NOT AFFECT EITHER PARENT'S RIGHTS AND RESPONSIBILITIES UNDER THIS

PARENTING PLAN.

## V. DISAGREEMENTS ABOUT JOINT DECISIONS OR MODIFICATIONS OF PLAN

Should a disagreement arise about the Parenting Plan or the parties wish to modify the plan, the parties shall make a good faith effort to resolve the issue through the dispute resolution process, before returning to court.

Unless a limiting factor listed in T.C.A. 36-6-406 precludes a dispute resolution process prior to court action, or an emergency court action is necessary to protect the welfare of the child or a party, the parties agree to the following dispute resolution method:

Disputes between the parties, other than the child support disputes, shall be submitted to:

___ Mediation by Rule 31 Mediator
___ Arbitration by arbitrator selected by parties or the court
___ Settlement Conference with judge not presiding in parents' case.
_X_ Court process DUE TO ORDER OF PROTECTION OR RESTRICTIONS

The cost of this process shall be assessed to the parties by the Court based upon their incomes. The out-of-court process shall be commenced by notifying the other party and the Court by

___ written request ___ certified mail ____ Other:_____.

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.
(b) The parents shall use the designated process to resolve disputes relating to implementation of the plan.
(c) A written record shall be prepared of any agreement reached in the mediation, arbitration or settlement conference and shall be provided to each party to be drafted into a consent order of modification.
(d) If the court finds that a parent willfully failed to appear at a scheduled dispute resolution process without good reason, the court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

## VI. STANDARD PARENTING ORDERS**

Pursuant to *Tennessee Code Annotated*, §36-6-101(a) both parents are entitled to the following rights:

1. To unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;
2. To send mail to the child which the other parent shall not open and will not censor;
3. To receive notice and relevant information as soon as practical (but within 24 hours) in the event of hospitalization, major illness, or death of the child;
4. To receive directly from the school, upon written request, which

includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores, and any other records customarily made available to parents.

5. Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the physician or health care provider who provided such treatment or health care upon written request which contains a current mailing address and upon payment of reasonable costs of duplication; provided, that no person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person.
6. To be free of derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child.
7. To be given at least forty-eight (48) hours notice, whenever possible, of all extra curricular activities, and the opportunity to participate or observe, including, but not limited to, the following:
    (I) School activities;
    (ii) Athletic activities;
    (iii) Church activities; and
    (iv) Other activities as to which parental participation or observation would be appropriate.
8. To receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency.
9. Access and participation in education, including the right of access to the minor child or children for lunch and other activities, on the same basis that is provided to all parents, provided the participation or access is reasonable and does not interfere with day-to-day operations or with the child's educational performance.

** Father shall only have the rights set forth in numbers three, four, five six and eight pending further Orders of the Court or recommended differently by the couselors.

SIGNATURE OF PARTY[IES] FOR PROPOSED PARENTING PLAN OR FOR FINAL PARENTING PLAN

I hereby make oath that this plan has been proposed in good faith and that it is in the best interests of the children. (Notary requirement for Proposed Plan only.)

_____ _____
Mother Date and Place of Signature

_____ _____
Father Date and Place of Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ OF _____, 20____.

My Commission Expires:
_____

_____
Notary Public

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ OF _____, 20____.

My Commission Expires:
_____

_____
Notary Public

## ORDER OF THE COURT

It is ORDERED, ADJUDGED AND DECREED that the Parenting Plan set forth above is adopted and approved as an order of this court.

Dated: 1-18-01

JUDGE

Presented by Counsel:

Signature BPR # 16003
Name John P. Brown, III
Address 3432 Lebanon Road
Hermitage, TN 37076
Phone (615) 883-4998

Signature BPR #
Name _____
Address _____
_____
Phone _____

Address of Mother

262 Hickory Dale Drive
Nashville, TN 37210

Address of Father

1323 Sugartree Circle
Nashville, TN 37214

Date Attended Parenting Seminar

Date Attended Parenting Seminar

(If applicable ) Mediation Services provided by:

_____

# CHILD SUPPORT STATISTICAL INFORMATION

CASE NO. 00D-34

FILED

2001 JAN 18 AM 10 42

RICHARD R. ROOKER, CLERK

**FAILURE TO APPROPRIATELY UPDATE THIS INFORMATION OR GIVING FALSE INFORMATION COULD LEAD TO BEING CITED FOR CONTEM OF COURT OR HAVING A DEFAULT JUDGMENT ENTERED AGAINST YOU.** *It is further ordered by the Court that both parties update the following information with any changes within 10 days of the change to the CIRCUIT COURT CLERK, 1ST FLOOR COURTHOUSE, NASHVILLE, TN 372*

## Father's Information

Full Name: Whitehead, (Last) Roy (First) Eugene (Middle) SSN: [redacted] - 0487

Residential Address: 1323 Sugartree Circle (# and Street / Apt. #)
Nashville, TN 37214 (City / State / Zip Code)

Phone: (615) 872 - 8391

Birthdate: 01 / 28 / 53

**Birthplace:**

City: Georgetown

State: Texas

Drivers License #

Mailing Address: (if different from above) Same (# and Street / Apt. #)
(City / State / Zip Code)

Employer's Name: Metro Social Services/Richland Village

Employer's Address: 137 51st Ave., No.
Nashville, TN 37209

Phone: ( ) -

Gross Annual Income: $ 24,300.00

Health Insurance Company: Metropolitan Government/Nashville

Health Insurance Address:

Available through Employer?
(X) Yes ( ) No

Cost to Employee (if any):
$

## Mother's Information

Full Name: Whitehead (Last) Sharon (First) Lea (Middle) SSN: [redacted] - 4388

Residential Address: 262 Hickory Dale Drive (# and Street / Apt. #)
Nashville, TN 37210 (City / State / Zip Code)

Phone: (615 ) -

Birthdate: 01 / 12 / 59

**Birthplace:**

City: Chulavista

State: California

Drivers License #

Mailing Address: Same (# and Street / Apt. #)
(if different from above) (City / State / Zip Code)

Employer's Name: Columbia HCA

Employer's Address: Nashville, TN

Phone: ( ) -

Gross Annual Income: $ 46,000.00

Health Insurance Company:

Health Insurance Address:

Available through Employer?
(X) Yes ( ) No

Cost to Employee (if any):
$

## Children(s) Information

(1) Child's Full Name: Whitehead (Last) Gena (First) Lea (Middle) SSN: - -

Residential Address: 262 Hickory Dale Drive
Nashville, TN 37210

Birthdate: 04 / 04 / 86

(2) Child's Full Name: Whitehead (Last) Jena (First) Shea (Middle) SSN: - -

Residential Address: 262 Hickory Dale Drive
Nashville, TN 37210

Birthdate: 09 / 22 / 94

(3) Child's Full Name: (Last / First / Middle) SSN: - -

Residential Address:

Birthdate: / /

(4) Child's Full Name: (Last / First / Middle) SSN: - -

Residential Address:

Birthdate: / /

HCA CUSTOMER SERVICES ☎

**********
*** TX REPORT ***
**********

TRANSMISSION OK

| | |
|---|---|
| TX/RX NO | 3485 |
| CONNECTION TEL | 98834848 |
| CONNECTION ID | |
| START TIME | 12/15(FR)11:57 |
| USAGE TIME | 00'55" |
| PGS. | 1 |
| RESULT | OK |

mimortgage.com
Customer Service
Loan Administration Department
M&I Mortgage Corp.
1-800-236-1221, ext. 8566
**CustomerAmazement@mimortgage.com <mailto:CustomerAmazement@mimortgage.com>**

Thank you for visiting M&I Mortgage Corp.'s web site. We have received your e-mail concerning mortgage loan number 507217-8. We responded to your e-mail on December 14, 2000 at 3:33 p.m. Attached is a copy of the original e-mail.

Should you have any further questions, please contact us at <mailto:CustomerAmazement@mimortgage.com>

mimortgage.com
Customer Service
Loan Administration Department
M&I Mortgage Corp.
1-800-236-1221, ext. 8566
**CustomerAmazement@mimortgage.com <mailto:CustomerAmazement@mimortgage.com>**

Thank you for visiting M&I Mortgage Corp.'s web site. We have received your e-mail concerning mortgage loan number 507217-8. Below are the totals for **1999** and **2000** you are requesting. They are as follows:

| | |
|---|---|
| **1999 Principal Paid:** | **$ 418.11** |
| **2000 Principal Paid:** | **$1,061.99** |
| **1999 Insurance Paid:** | **$429.00 (insurance paid on 5/03/99)** |
| **2000 Insurance Paid:** | **$470.00 (insurance paid on 5/01/00)** |
| **1999 Taxes Paid:** | **$ 809.84 (taxes paid on 11/23/99)** |
| **2000 Taxes Paid:** | **$ 809.84 (taxes paid on 12/06/00)** |

For your convenience, I have mailed you a detailed history from September 1999 to December 2000. You will receive th information via US mail within seven to ten days. If you prefer, we can have this information faxed to you. Please provi us with a fax number of where you would like us to send .

Should you have any further questions, please contact us at <mailto:CustomerAmazement@mimortgage.com>

Jack as you well know I was concerned about maintaining the entire mortgage from the time of our seperation until

M&I MORTGAGE CORP
P.O. BOX 2026
W57 N14280 DOERR WAY
CEDARBURG, WI 53012
(262)376-8484 1-800-236-1221

CUSTOMER ACCOUNT ACTIVITY STATEMENT DATE 12/14/00

REQ BY PKB 

ROY E WHITEHEAD
SHARON S WHITEHEAD
262 HICKORY DALE DR
NASHVILLE TN 37210

LOAN NUMBER: S072178

**********

CURRENT ACCOUNT INFORMATION

| DATE PAYMENT DUE | TOTAL PAYMENT AMOUNT | PRINCIPAL & INTEREST PAYMENT | LOAN INTEREST RATE | CURRENT PRINCIPAL BALANCE | ESCROW BALANCE |
|---|---|---|---|---|---|
| 01-01-01 | 636.56 | 529.05 | 8.00000 | 65,500.27 | 53.75- |

**********

ACTIVITY FOR PERIOD 08/01/99 - 12/13/00

| PROCESS DATE | DUE DATE | TRANSACTION CODE | TRANSACTION DESCRIPTION | EFFECTIVE DATE OF TRANSACTION |
|---|---|---|---|---|

| TRANSACTION AMOUNT | PRIN. PAID/ BALANCE | INTEREST | ESCROW PAID/ BALANCE | OTHER AMOUNT | OTHER CODE/DESCRIPTION |
|---|---|---|---|---|---|
| 12-07-00 | 01-01 | 161 | ESCROW ADVANCE | | |
| 53.75 | 0.00 | 0.00 | 53.75 | | |
| 12-06-00 | 12-00 | 312 | COUNTY TAX DISBURSEMENT | | |
| 809.84- | 0.00 | 0.00 | 809.84- | | |
| | | | 53.75- | | NEW PRINCIPAL/ESCROW BALANCES |
| 12-05-00 | 12-00 | 171 | PAYMENT | | |
| 636.56 | 91.77 | 437.28 | 107.51 | | |
| | 65,500.27 | | 756.09 | | NEW PRINCIPAL/ESCROW BALANCES |
| 11-06-00 | 11-00 | 171 | PAYMENT | | |
| 636.56 | 91.16 | 437.89 | 107.51 | | |
| | 65,592.04 | | 648.58 | | NEW PRINCIPAL/ESCROW BALANCES |
| 10-03-00 | 10-00 | 171 | PAYMENT | | |
| 636.56 | 90.56 | 438.49 | 107.51 | | |
| | 65,683.20 | | 541.07 | | NEW PRINCIPAL/ESCROW BALANCES |
| 09-06-00 | 09-00 | 171 | PAYMENT | | |
| 636.56 | 89.96 | 439.09 | 107.51 | | |
| | 65,773.76 | | 433.56 | | NEW PRINCIPAL/ESCROW BALANCES |
| 08-16-00 | 08-00 | 173 | PAYMENT | | |
| 661.91 | 89.36 | 439.69 | 107.51 | 25.35 | 1 LATE CHARGES |
| | 65,863.72 | | 326.05 | | NEW PRINCIPAL/ESCROW BALANCES |
| 08-09-00 | 07-00 | 173 | PAYMENT | | |
| 662.02 | 88.77 | 440.28 | 107.51 | 25.46 | 1 LATE CHARGES |
| | 65,953.08 | | 218.54 | | NEW PRINCIPAL/ESCROW BALANCES |
| 07-18-00 | 07-00 | 152 | LATE CHARGE ASSESSMENT | | |
| 0.00 | 0.00 | 0.00 | 0.00 | 25.46- | 1 LATE CHARGES |

M&I MORTGAGE CORP
P.O. BOX 2026
W57 N14280 DOERR WAY
CEDARBURG, WI 53012
(262)376-8484 1-800-236-1221

CUSTOMER ACCOUNT ACTIVITY STATEMENT



REQ BY PKB

ROY E WHITEHEAD
LOAN NUMBER: 5072178

ACTIVITY FOR PERIOD 08/01/99 - 12/13/00

| PROCESS DATE | DUE DATE | TRANSACTION CODE | TRANSACTION DESCRIPTION | EFFECTIVE DATE OF TRANSACTION |
|---|---|---|---|---|

| TRANSACTION AMOUNT | PRIN. PAID/ BALANCE | INTEREST | ESCROW PAID/ BALANCE | OTHER AMOUNT | OTHER CODE/DESCRIPTION |
|---|---|---|---|---|---|
| 06-13-00 | 06-00 | 171 | PAYMENT | | |
| 636.56 | 88.18 | 440.87 | 107.51 | | |
| | 66,041.85 | | 111.03 | | NEW PRINCIPAL/ESCROW BALANCES |
| 05-12-00 | 05-00 | 168 | REPAY OF ESCROW ADVANCE | | |
| 0.00 | 0.00 | 0.00 | 103.99- | 103.99 | |
| 05-12-00 | 05-00 | 171 | PAYMENT | | |
| 636.56 | 87.60 | 441.45 | 107.51 | | |
| | 66,130.03 | | 3.52 | | NEW PRINCIPAL/ESCROW BALANCES |
| 05-02-00 | 05-00 | 161 | ESCROW ADVANCE | | |
| 103.99 | 0.00 | 0.00 | 103.99 | | |
| 05-01-00 | 05-00 | 351 | HAZARD INSURANCE DISBURSEMENT | | |
| 470.00- | 0.00 | 0.00 | 470.00- | | |
| | | | 103.99- | | NEW PRINCIPAL/ESCROW BALANCES |
| 04-11-00 | 04-00 | 171 | PAYMENT | | |
| 636.56 | 87.02 | 442.03 | 107.51 | | |
| | 66,217.63 | | 366.01 | | NEW PRINCIPAL/ESCROW BALANCES |
| 02-29-00 | 03-00 | 173 | PAYMENT | | |
| 633.76 | 86.44 | 442.61 | 104.71 | | |
| | 66,304.65 | | 258.50 | | NEW PRINCIPAL/ESCROW BALANCES |
| 02-21-00 | 02-00 | 173 | PAYMENT | | |
| 633.76 | 85.87 | 443.18 | 104.71 | | |
| | 66,391.09 | | 153.79 | | NEW PRINCIPAL/ESCROW BALANCES |
| 02-16-00 | 02-00 | 152 | LATE CHARGE ASSESSMENT | | |
| 0.00 | 0.00 | 0.00 | 0.00 | 25.35-1 | LATE CHARGES |
| 01-24-00 | 01-00 | 168 | REPAY OF ESCROW ADVANCE | | |
| 0.00 | 0.00 | 0.00 | 55.63- | 55.63 | |
| 01-24-00 | 01-00 | 173 | PAYMENT | | |
| 659.11 | 85.30 | 443.75 | 104.71 | 25.35 1 | LATE CHARGES |
| | 66,476.96 | | 49.08 | | NEW PRINCIPAL/ESCROW BALANCES |
| 01-18-00 | 01-00 | 152 | LATE CHARGE ASSESSMENT | | |
| 0.00 | 0.00 | 0.00 | 0.00 | 25.35-1 | LATE CHARGES |
| 12-27-99 | 12-99 | 168 | REPAY OF ESCROW ADVANCE | | |
| 0.00 | 0.00 | 0.00 | 104.71- | 104.71 | |
| 12-27-99 | 12-99 | 173 | PAYMENT | | |
| 659.11 | 84.74 | 444.31 | 104.71 | 25.35 1 | LATE CHARGES |
| | 66,562.26 | | 55.63- | | NEW PRINCIPAL/ESCROW BALANCES |

M&I MORTGAGE CORP
P.O. BOX 2026
W57 N14280 DOERR WAY
CEDARBURG, WI 53012
(262)376-8484 1-800-236-1221

REQ BY PKB

CUSTOMER ACCOUNT ACTIVITY STATEMENT



ROY E WHITEHEAD
LOAN NUMBER: 5072178

ACTIVITY FOR PERIOD 08/01/99 - 12/13/00

| PROCESS DATE | DUE DATE | TRANSACTION CODE | TRANSACTION DESCRIPTION | EFFECTIVE DATE OF TRANSACTION |
|---|---|---|---|---|
| TRANSACTION AMOUNT | PRIN. PAID/ BALANCE | INTEREST | ESCROW PAID/ BALANCE | OTHER AMOUNT CODE/DESCRIPTION |
| 12-16-99 | 12-99 | 152 | LATE CHARGE ASSESSMENT | |
| 0.00 | 0.00 | 0.00 | 0.00 | 25.35-1 LATE CHARGES |
| 11-30-99 | 12-99 | 173 | PAYMENT | |
| 15.00 | 0.00 | 0.00 | 0.00 | 15.00 2 NSF FEES |
| 11-30-99 | 11-99 | 168 | REPAY OF ESCROW ADVANCE | |
| 0.00 | 0.00 | 0.00 | 104.71- | 104.71 |
| 11-30-99 | 11-99 | 173 | PAYMENT | |
| 594.01 | 84.18 | 444.87 | 104.71 | 101.14 1 LATE CHARGES |
| | | | | 140.89- |
| | 66,647.00 | | 160.34- | NEW PRINCIPAL/ESCROW BALANCES |
| 11-24-99 | 11-99 | 161 | ESCROW ADVANCE | |
| 265.05 | 0.00 | 0.00 | 265.05 | |
| 11-23-99 | 12-99 | 312 | COUNTY TAX DISBURSEMENT | |
| 809.84- | 0.00 | 0.00 | 809.84- | |
| | | | 265.05- | NEW PRINCIPAL/ESCROW BALANCES |
| 11-16-99 | 11-99 | 152 | LATE CHARGE ASSESSMENT | |
| 0.00 | 0.00 | 0.00 | 0.00 | 25.35-1 LATE CHARGES |
| 11-16-99 | 10-99 | 173 | PAYMENT | |
| 733.76 | 83.62 | 445.43 | 104.71 | 100.00 |
| | 66,731.18 | | 544.79 | NEW PRINCIPAL/ESCROW BALANCES |
| 10-19-99 | 10-99 | 152 | LATE CHARGE ASSESSMENT | |
| 0.00 | 0.00 | 0.00 | 0.00 | 25.35-1 LATE CHARGES |
| 10-19-99 | 10-99 | 148 | PAYMENT REVERSAL - LONG FORM | |
| 0.00 | 83.62- | 445.43- | 104.71- | 50.44-1 LATE CHARGES |
| | | | | 40.89 |
| | 66,814.80 | | 440.08 | NEW PRINCIPAL/ESCROW BALANCES |
| 10-19-99 | 11-99 | 148 | PAYMENT REVERSAL - LONG FORM | |
| 0.00 | 15.80- | 0.00 | 0.00 | |
| | 66,731.18 | | | NEW PRINCIPAL/ESCROW BALANCES |
| 10-18-99 | 11-99 | 175 | PRINCIPAL PAYMENT | |
| 15.80 | 15.80 | 0.00 | 0.00 | |
| | 66,715.38 | | | NEW PRINCIPAL/ESCROW BALANCES |
| 10-18-99 | 10-99 | 172 | PAYMENT | |
| 684.20 | 83.62 | 445.43 | 104.71 | 50.44 1 LATE CHARGES |
| | 66,731.18 | | 544.79 | NEW PRINCIPAL/ESCROW BALANCES |
| 10-05-99 | 09-99 | 171 | PAYMENT | |
| 659.11 | 83.06 | 445.99 | 104.71 | 25.35 1 LATE CHARGES |
| | 66,814.80 | | 440.08 | NEW PRINCIPAL/ESCROW BALANCES |

M&I MORTGAGE CORP
P.O. BOX 2026
W57 N14280 DOERR WAY
CEDARBURG, WI 53012
(262)376-8484 1-800-236-1221

CUSTOMER ACCOUNT ACTIVITY STATEMENT DATE 12/14/00

REQ BY PKB 

ROY E WHITEHEAD
LOAN NUMBER: 5072178

ACTIVITY FOR PERIOD 08/01/99 - 12/13/00

| PROCESS DATE | DUE DATE | TRANSACTION CODE | TRANSACTION DESCRIPTION | EFFECTIVE DATE OF TRANSACTION |
|---|---|---|---|---|

| TRANSACTION AMOUNT | PRIN. PAID/ BALANCE | INTEREST | ESCROW PAID/ BALANCE | OTHER AMOUNT | OTHER CODE/DESCRIPTION |
|---|---|---|---|---|---|
| 09-16-99 | 09-99 | 152 | LATE CHARGE ASSESSMENT | | |
| 0.00 | 0.00 | 0.00 | 0.00 | 25.35-1 | LATE CHARGES |
| 09-07-99 | 08-99 | 171 | PAYMENT | | |
| 659.11 | 82.51 | 446.54 | 104.71 | 25.35 1 | LATE CHARGES |
| | 66,897.86 | | 335.37 | NEW PRINCIPAL/ESCROW BALANCES | |
| 08-16-99 | 08-99 | 152 | LATE CHARGE ASSESSMENT | | |
| 0.00 | 0.00 | 0.00 | 0.00 | 25.35-1 | LATE CHARGES |
| 08-10-99 | 07-99 | 171 | PAYMENT | | |
| 659.11 | 81.97 | 447.08 | 104.71 | 25.35 1 | LATE CHARGES |
| | 66,980.37 | | 230.66 | NEW PRINCIPAL/ESCROW BALANCES | |

**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 SECOND Circuit Court for Davidson County, Tennessee, on the 18 day of JANUARY , 2001 , in the Case Number 00D349 between WHITEHEAD, SHARON LEA SINGLETON Plaintiff, and WHITEHEAD, ROY EUGENE Defendant, as same remains of record in Vol. 1628 , Page 298404 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 MAY in the year two thousand one and in the 225th year of American Independence.

**RICHARD R. ROOKER,** Clerk,

By _____ Deputy Clerk

SEAL

RICHARD R. ROOKER
CIRCUIT COURT CLERK