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LODGED
NOV 14 2005

IN THE CHANCERY COURT OF TENNESSEE
SITTING IN WILSON COUNTY

ENTERED
AT 2:25 PM
NOV 17 2005

JEFFREY CROWE BINKLEY,
Petitioner
Social Security [redacted]-0495

vs. **FILE NO. 05260**

PAULA KAY BARTLETT BINKLEY,
Respondent
Social Security # [redacted]-2358

FINAL DECREE

As evidenced by the signatures of counsel and the parties' set hereto below, the parties' to this cause have agreed and it is therefore

ORDERED, ADJUDGED and DECREED as follows:

1. That the parties' stipulate that grounds for divorce exist pursuant to T.C.A. §36-4-129.

2. That Respondent, **PAULA KAY BARTLETT BINKLEY** (hereinafter referred to as "Wife"), shall receive one-half (1/2) of Petitioner's, **JEFFREY CROWE BINKLEY**(hereinafter referred to as "Husband"), 401(k) through the United Parcel Service in the approximate amount of Sixteen Thousand ($16,000.00) Dollars. Said value shall be calculated from the value from the date of the parties marriage until the date of the entry of the Final Decree. Wife's attorney shall be responsible for drafting the Qualified Domestic Relations Order if necessary. Any penalty which may occur for withdrawal or rollover shall be borne by Wife.

Wife hereby waives any and all interest or claim in or to the Husband's retirement account, pension funds or other pension through Sunbeam. Wife further waives any and all interest in and to Husband's retirement account through UPS. Husband shall receive any interest he may or may not

have in any other pension/retirement account.

3. That Husband shall be responsible for paying Wife a total of Twenty Four Thousand Dollars ($24,000.00) in fixed sum alimony in solido. Said alimony is nonmodifiable and shall be paid in twenty-four (24) monthly increments of One Thousand Dollars ($1,000.00). Husband's first (1st) payment shall be due on October 1, 2005.

4. That Husband shall purchase Wife a living room suite not to exceed the costs of One Thousand Five Thousand Dollars ($1,500.00).

5. That Husband shall be responsible for paying for Wife's medical insurance coverage for a period of twenty-four (24) months beginning August 1, 2005.

6. That Wife shall receive the parties' real property located at 220 Brookhollow Drive, Old Hickory, Tennessee 37138. Husband shall execute a Quitclaim Deed transferring and conveying any and all right, title and/or interest he may have in or to said real property to Wife. Wife shall be responsible for the costs associated with preparing the Quitclaim Deed. The sole and complete ownership of said real property shall be vested to Wife in fee simple. Husband agrees to assume any and all indebtedness currently owing on said real property, and agrees to indemnify Wife and hold her harmless therefrom. Husband shall be responsible for maintaining an insurance policy sufficient to pay off the current indebtedness against said real property. Both parties agree to execute any and all documents necessary to effectuate the transfer of title contemplated herein.

7. That Husband shall receive the parties' real properties located at 2315 Maplecrest Drive, Apt. B, Nashville, Tennessee 37214; 4210 Edwards Avenue, Nashville, Tennessee 37216; and 1011 Hammack Court, Nashville, Tennessee 37214. Wife shall execute a Quitclaim Deed transferring and conveying any and all right, title and/or interest she may have in or to said real properties to Husband. Husband shall be responsible for the costs associated with preparing the Quitclaim Deeds. The sole and complete ownership of said real properties shall be vested in

Husband in simple. Husband agrees to assume any and all indebtedness owing on said real properties, and agrees to indemnify Wife and hold her harmless therefrom. Both parties agree to execute any and all documents necessary to effectuate the transfer of title contemplated herein.

8. That Wife shall be awarded all right, title and interest in and to the 2001 Mazda 626 and 1990 Chevrolet Camaro. Any and all right, title and interest of Husband in or to these motor vehicles shall be extinguished and liquidated, and the same shall become solely vested in Wife.

9. That Husband shall be awarded all right, title and interest in and to the 1993 GMC Truck and 1988 Chevrolet Cavalier. Any and all right, title and interest of Wife in or to these motor vehicles shall be extinguished and liquidated, and the same shall become solely vested in Husband.

10. That Husband waives any and all interest in any lump sum payment Wife shall receive from any disability settlement she may receive in the future.

11. That the parties' shall equally divide the parties' personal property located at the marital residence with the exception that Husband shall receive all of the tools.

12. The parties affirmatively acknowledge and agree that the following are approximate values of the property divided. They further acknowledge and agree that the division of property is fair and equitable:

Wife		
220 Brookhollow Drive, Old Hickory, Tennessee 37138		$160,000.00
2001 Mazda 626		$7,000.00
1990 Camaro		$2,500.00
1/2 Husband's 401(K)		$16,000.00
Non-Modifiable Alimony Award		$24,000.00
Personal Property		$5,000.00
	Total	$214,500.00

Husband

Indebtedness on Wife's Residence		<$120,000.00>
2315 Maplecrest Drive, Apt. B, Nashville, Tennessee 37214		$100,000.00
Indebtedness		<$80,000.00>
4210 Edwards Avenue, Nashville, Tennessee 37216		$60,000.00
1011 Hammack Court, Nashville, Tennessee 37214		$75,000.00
1993 GMC Truck		$2,000.00
1988 Chevrolet Cavalier		$300.00
1/2 Husband's Retirement Plan		$16,000.00
Personal Property		$1,000.00
	Total:	$54,300.00

12. That each party shall be responsible for his or her own attorney fees.

13. That the costs of this cause shall be divided equally between the parties.

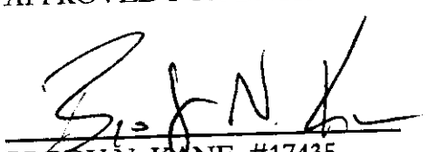
ENTERED this the 17th Day of ~~October~~ November, 2005.

C.K. SMITH, CHANCELLOR

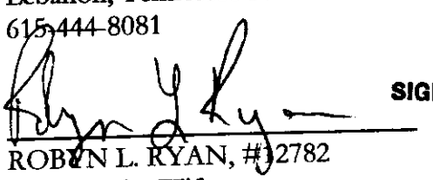
STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.
6th day of December, 2005.
BARBARA WEBB, CLERK & MASTER
Ruthann McCrary D. C&M

CHANCERY COURT OF WILSON COUNTY, TENNESSEE LEBANON

APPROVED FOR ENTRY:



BRODY N. KANE, #17435
Attorney for Husband
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615-444-8081



SIGNED BY PERMISSION
BRODY KANE

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