STATE OF TENNESSEE

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Karen Johnson Davidson County
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Fees: $82.00 Taxes: $0.00
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THERESA CATHLEEN REEDER
[Plaintiff(s)]

vs.

Docket No: *98D3644*

GALEN LEE REEDER
[Defendant(s)]

I, JOSEPH P. DAY, 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 document heretofore entered in the above styled case on September 15, 1999 in the Second Circuit Court for Davidson County, Tennessee, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, on April 8, 2026.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1999 SEP 15 AM 11:24
RICHARD R. ROOKER, CLERK
D.C.

THERESA CATHLEEN REEDER,
5813 Morrow Road
Nashville, TN 37209

Plaintiff,

VS.

GALEN LEE REEDER,
5813 Morrow Road
Nashville, TN 37209

Defendant.

Case No: 98D-3644

FINAL DECREE OF DIVORCE

This cause came on to be ~~heard~~ Granted on the 15 day of September, 1999, before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee upon the Complaint for absolute divorce heretofore filed by the Plaintiff, submission to the Court of a signed and notarized Marital Dissolution Agreement, personal service upon the Defendant, Notice of Submission, and the record taken as a whole, from all of which it appears to the Court and the Court finds as follows:

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** by the Court that the Plaintiff, THERESA CATHLEEN REEDER, is hereby awarded an absolute divorce from the Defendant, GALEN LEE REEDER, on the grounds of irreconcilable differences and that the bonds of matrimony heretofore subsisting between the parties are hereby dissolved and the parties are restored to all the rights and privileges of unmarried persons.

It is, further, **ORDERED, ADJUDGED** and **DECREED** by the Court, and the Court affirmatively finds, that the parties have made an adequate and sufficient provision by written agreement for the custody and maintenance of the parties' minor children and for the equitable settlement of any property rights between the parties, pursuant to T.C.A. § 36-4-103(b), and that the parties have entered into a Marital Dissolution Agreement which is as follows:

FILED
1998 SEP 10 AM 9:52
RICHARD R. ROOKER, CLERK
D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THERESA CATHLEEN REEDER,

Plaintiff,

vs. **Case No. 98D-3644**

GALEN LEE REEDER,

Defendant.

MARITAL DISSOLUTION AGREEMENT

This agreement is made between THERESA CATHLEEN REEDER, (hereinafter referred to as "wife") and GALEN LEE REEDER, (hereinafter referred to as "husband").

WITNESSETH:

WHEREAS, these parties are presently living separately and apart and desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause; and, **WHEREAS,** certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Second Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties, being THERESA CATHLEEN REEDER vs. GALEN LEE REEDER, bearing docket number 98D-3644; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicably and mutually acceptable manner, such that said divorce action shall proceed uncontested;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable consideration, the parties agree as follows:

1. **WAIVER.** The parties hereto, exclusive of the terms and provisions of this agreement, each waive all rights, title, and interest, consummate and inchoate, in and into the property in the estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual, and all other rights by way of dower, homestead, exemption, alimony, or otherwise, in the present or in expectancy as to any

and all property in the estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, or causes of actions, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as the full, final and complete settlement of the property, marital and otherwise of the parties hereto.

Both parties waive any separate and distinct claim to retirement and pension benefits of the other except as set out by this agreement herein, although they may have been advised of their rights regarding pension and retirement benefits.

2. **ENTIRE AGREEMENT.** This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The laws of the State of Tennessee shall govern this agreement in all respects.

3. **NON-COMPLIANCE.** Should either party incur any expense for legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred. No breach, waiver, or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

4. **SEVERANCE.** Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

5. **VOLUNTARY EXECUTION.** Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as inducement to enter into this agreement, other than the representations set forth herein.

6. **MODIFICATION.** A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of any party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

7. **RESTRAINING PROVISIONS.** Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement. Each party shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if he or she was single and unmarried.

8. **MINOR CHILDREN.** All matters pertaining to child custody and child support are referred to in the parties' parenting plan.

9. **REAL PROPERTY.** Wife shall retain the martial domicile located at 5813 Morrow Road, Nashville, TN 37209 and shall be responsible for any indebtedness thereon and hold husband harmless. Any right, title or interest that husband may have in the same is hereby divested out of husband and vested into wife. In the event that wife defaults on the terms of the mortgage then the real property will revert back to husband. Said real property being more formerly known as:

> LAND in Davidson County, Tennessee, being the northwesterly 75 feet of the northerly 200 feet, of a tract of land conveyed to Auther N. Fagg and wife, as of record in Book 1315, page 375, and described as follows:
>
> BEGINNING at a point in the southwesterly margin of Morrow Road, 240 feet, more or less, northwesterly from the intersection of 59th Avenue, north and Morrow Road; thence along the margin of said Road, north-westerly 75 feet to a point; thence leaving said Road southwesterly 200 feet to a point; thence with a line parallel to Morrow Road, southeasterly 75 feet to a point; thence northeasterly 200 feet to the point of beginning.
>
> BEING the same property conveyed to Joe S. Hunt, Jr. and wife, Barbara S. Hunt by deed from Perlia W. Fagg of record in Book 5086, Page 653, Register's Office, Davidson County, Tennessee. The said Joe S. Hunt, Jr. and Barbara S. Hunt have since been divorced.
>
> BEING the same property conveyed to Galen L. Reeder and wife, Theresa Cathleen Reeder by Deed of record in Book 6345, page 615 said Register's Office of Davidson County, Tennessee.

10. **DEBTS.** Husband shall pay his First Card, Bank One and Discover. Wife shall pay her First Card, Amoco, Dillards and Sears. Each party shall be responsible for the above mentioned debts in their respective names and hold the other party harmless thereon.

11. **GARAGE.** The following items contained in the garage shall be the property of wife and any right, title or interest that husband may have in the same is hereby divested out of husband and vested into wife; mowers, tiller, refrigerator, stove, garden tools, air compressor, small battery charger, orbital sander, drill, ammo boxes, cabinets, 2 working shop lights. Husband shall retain all other property other than the property mentioned above. Husband shall remove said property within one year from the date of the parties divorce or he will assume responsibility for the costs of property removal.

12. **COURT COSTS.** Husband shall pay all Court costs arising from this action.

13. **REPRESENTATION.** The parties acknowledge that attorney Nathaniel H. Koenig has represented wife and Thomas Edward Nelson has represented husband in the negotiations surrounding the preparation of this instrument. The parties acknowledge that said attorney claims no expertise or special knowledge regarding the tax ramifications regarding this agreement and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding the ramifications and the signing of this agreement and that neither of them rely upon the aforesaid attorney as to the tax implications surrounding said instrument.

14. Each of the parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this agreement.

15. It is further understood by and between the parties that this Marital Dissolution Agreement shall be filed with the Circuit Court Clerk's office within 180 days from its execution. It is further understood by and between the parties that husband shall proceed to obtain a divorce on the grounds of irreconcilable differences.

IN WITNESS WHEREOF, the said parties, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the 2ND day of SEPTEMBER, 1999, as to the Wife, and the 21 day of AUGUST, 1999, as to the Husband.

Theresa Cathleen Reeder
THERESA CATHLEEN REEDER

Galen Lee Reeder 8/21/99
GALEN LEE REEDER

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, in and for said County and State, the within named **THERESA CATHALEEN REEDER,** with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 2 day of September, 1999.

NOTARY PUBLIC

My Commission Expires: 5-22-01

STATE OF ~~TENNESSEE~~ WISCONSIN)
MILWAUKEE)
COUNTY OF ~~DAVIDSON~~)

Personally appeared before me, the undersigned Notary Public, in and for said County and State, the within named **GALEN LEE REEDER** with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at MILWAUKEE, ~~Tennessee~~ WISCONSIN, this 21 day of AUGUST, 1999.

NOTARY PUBLIC

My Commission Expires: 4-30-02

A:\REEDER.MDA

FILED

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

1999 SEP 15 AM 11:24

RICHARD R. ROOKER, CLERK

THERESA CATHLEEN REEDER,

MOTHER

GALEN LEE REEDER,

FATHER

Case No. 98D-3644

D.C.

PARENTING PLAN
{ } Proposed **(PPP)**
{ } Temporary **(PPT)**
{XX} Final Order **(PP)**

PARENTING PLAN

This Parenting Plan is:

{ } the final parenting plan signed by the court pursuant to a decree of dissolution entered on _____.

{XX} the final parenting plan signed by the court pursuant to a decree of dissolution entered on _____ which modifies a previous parenting plan or custody decree.

{ } a temporary parenting plan signed by the court.

{ } proposed by _____.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

NAME	BIRTHDATE
1. **TRAVIS REEDER**	[redacted]
2. **JASON REEDER**	[redacted]
3. **ERIC REEDER**	[redacted]

II. RESIDENTIAL SCHEDULE

These provisions set forth where the child(ren) shall reside each day of the year and what contact the child(ren) shall have with each parent.

2.1 PRE-SCHOOL SCHEDULE.

{XX} There are no children of preschool age.

2.2 SCHOOL SCHEDULE

Upon enrollment in school, the child(ren) shall reside with the {XX} mother { } father, except for the following days and times when the child(ren) will reside with or be with the other parent:

{ } every week
{ } every other week
{ } the first and third week of the month
{ } the second and fourth week of the month
{XX} other: **Father will schedule weekend visitation by contacting mother at least 24 hours in advance to make arrangements. Visits will not exceed 3 per month.**

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION

The child(ren) shall reside with the {XX} mother { } father during winter vacation, except for the following days and times when the child(ren) will reside with or be with the other parent: **As per school schedule.**

2.4 SCHEDULE FOR SPRING VACATION

The child(ren) shall reside with the { } mother {XX} father during spring vacation, except for the following days and times when the child(ren) will reside with or be with the other parent: **The children to be returned on Easter Saturday to spend Easter Sunday with mother.**

2.5 SUMMER SCHEDULE

Upon completion of the school year, the child(ren) shall reside with the {XX} mother { } father, except for the following days and times when the child(ren) will reside with or be with the other parent:

{XX} Same as school year schedule
{ } One week every month
{ } Two weeks every month
{ } One month beginning
{ } ___ weeks during the summer, staring _____
{ } Other:

2.6 SCHEDULE FOR HOLIDAYS

The residential schedule for the child(ren) for the holidays listed below is as follows:

	With Mother (specify year, odd/even/every)	With Father (specify year, odd/even/every)
Easter	Every	
Mother's Day	Every	
Father's Day	Even	Odd
July 4th		Every
Thanksgiving Day	Every	
Christmas Eve	Every	
Christmas Day	Every	
Birthdays	Every	

{ } For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times): ***9:00 a.m. - 10:00 p.m. Day of holiday***

{ } Holidays which fall on a Friday or Monday shall include Saturday an Sunday

2.7 SCHEDULE FOR SPECIAL OCCASIONS

The residential schedule for the child(ren) for the following special occasion (i.e., birthdays) is as follows: **Mother to have children on their birthdays**

2.8 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

{XX} Does not apply.

{ } For purposes of this parenting plan the following days shall have priority over the residential schedule.

2.9 RESTRICTIONS.

{XX} Does not apply.

{ } The { } father's { } mother's residential time with the child(ren) shall be limited because:

{ } Physical, sexual or a pattern of emotional abuse of a child.
{ } A history of acts of domestic violence or an assault or sexual assault which causes grievous bodily harm or the fear of such harm.
{ } Neglect or substantial nonperformance of parenting functions.
{ } A long-term emotional or physical impairment which interferes with the performance or parenting functions as defined in T. C. A. § 36-6-102.
{ } The absence or substantial impairment of emotional ties between the parent and child.
{ } The abusive use of conflict by the parent which creates the danger of serious damage to the child's psychological development.
{ } A parent has withheld from the other parent access to the child for a protracted period without good cause.

N/A The following restrictions shall apply when the child(ren) spend time with this parent: { } father's { } mother's residential time with the child(ren).

2.10 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child(ren), other that costs, between parents shall be as follows: **Father shall pick the children up or make arrangements to meet mother.**

2.11 DESIGNATION OF CUSTODIAN.

The child(ren) named in this parenting plan are scheduled to reside the majority of the time with the {XX} mother { } father. This parent is designated the custodian of the child(ren) solely for purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan

II CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

The { } mother {XX} father will pay child support, in accordance with the Tennessee Child Support Guidelines **beginning the 15th day of May, 1999 in the amount of $1,400.00 to be paid monthly due the last day of the month.**

This amount shall not be prorated unless otherwise specified.

{N/A} A wage assignment shall issue (by separate order to be presented by counsel) to _____, the employer of _____, for the ongoing child support.

{N/A} Other provisions for financial support:

3.2 TAX DEDUCTION.

The { } mother { } father will receive the tax deduction for the child(ren). Each party shall provide to the other, by or before April 15 of every year, a copy of their respective W-2 forms or a copy of the first page of their tax return.

{XX} Other provisions regarding tax deduction: **The parties agree to use tax deduction formula that would be most advantageous.**

3.3 HEALTH INSURANCE

The {XX} mother { } father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage by January 1st of each year. **Father to reimburse mother for Family portion of premium including dental.**

{XX} Uncovered medical, including deductibles, if any, will be :

{ } borne by the _____
{XX} divided equally by the parties
{ } other: _____

3.4 LIFE INSURANCE.

The { } mother {XX} father shall insure his/her own life in the minimum amount of $150.00, whole or term, which may not decrease in face amount during the minority of any child. The policy shall name the mother and the minor child(ren) as primary beneficiaries of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner(s).

{XX} Other provisions regarding life insurance: **Said insurance my be reduced by $50,000.00 annually upon each child attaining the age of 18.**

3.5 DENTAL/ORTHODONTIC CARE

{XX} The {XX} mother { } father will maintain dental/orthodontics care on the minor child(ren). Uncovered dental/orthodontic expenses will be borne by { } mother { } father {XX} divided equally by the parties.

{XX} Other provisions for dental/orthodontic care: **Same as in paragraph 3.3**

IV. DECISION MAKING

4.1 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 child(ren).

4.2 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

Education decisions	{XX} mother	{ } father	{ } joint
Non-emergency health care	{XX} mother	{ } father	{ } joint
Religious upbringing	{XX} mother	{ } father	{ } joint
Extracurricular Activities	{XX} mother	{ } father	{ } joint
Automobile, Drivers license/liability Insurance	{ } mother	{ } father	{XX} joint
Obtaining health insurance	{ } mother	{ } father	{XX} joint
Legal issues	{ } mother	{ } father	{XX} joint

4.3 RESTRICTIONS IN DECISION MAKING.

{XX} Does not apply.

{ } One parent is opposed to mutual decision making, and such opposition is reasonably based on the following criteria:

{ } The existence of a limitation under T. C. A. § 36-6-108;

{ } The history of participation of each parent in decision making in each of the areas in T. C. A. § 36-6-106;

{ } Whether the parents have demonstrated ability and desire to cooperate with one another in decision making in each of the areas in T. C. A. § 36-6-106; and

( ) The parents' geographic proximity to one another, to the extent that it affects their ability to make timely mutual decisions.

V. DISPUTE RESOLUTION

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

( ) Counseling by _____ or _____
{XX} Mediation by Court approved mediator
( ) Arbitration by _____

The cost of this process shall be allocated between the parties as follows:

( ) ____% mother ____% father.

{XX} based on each party's proportional share of income from the child support guidelines.

( ) as determined in the dispute resolution process.

The counseling, mediation or arbitration process shall be commenced by notifying the other party by ( ) written request {XX} certified mail ( ) other:

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.

(b) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

(c) A written record shall be prepared of any agreement reached in counseling or mediation and of each arbitration award and shall be provided to each party.

(d) If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorney's fees and financial sanctions to the other parent.

(e) The parties have the right of review from the dispute resolution process to the court.

( ) No dispute resolution process, except court action, shall be ordered, because ( ) a limiting factor under T. C. A. § 36-6-108 applies or ( ) one parent is unable to afford the cost of the proposed dispute resolution process.

VI. STANDARD PARENTING RIGHTS

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

1. unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;

2. sending mail to the child which the custodial parent will not open and will not censor;

3. receiving notice and relevant information as soon as practical (but not more than 24 hours) in the event of hospitalization, major illness, or death of the child;

4. receiving, directly from the school, copies of the child's report cards, attendance records, teacher's names, class schedules, standardized test scores, and other records which are customarily made available to parents. A written request must be made to the school with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

5. receiving, directly from the child's physician and other health care providers, copies of the child's medical records. A written request must be made to the health care provider with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

6. to be free of derogatory remarks made about the noncustodial parent and his or her family by the custodial parent to the child or in the child's presence.

Either parent may petition for a return to court, paying appropriate fees for mediation on any further parenting issues.

VII. OTHER PROVISIONS

{XX} There are no other provisions.

{ } There are the following provisions:

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

{ } Does not apply.

{ } (Only sign if this is a proposed parenting plan) I declare under penalty of perjury under the laws of the State of Tennessee that this plan has been proposed in good faith and that the statements in Part II of this plan are true and correct.

Theresa Cathleen Reeder
THERESA CATHLEEN REEDER

9/2/99 Nashville Tn
DATE AND PLACE OF SIGNATURE

Galen Lee Reeder
GALEN LEE REEDER

8/21/99 Milwaukee, Wisconsin
DATE AND PLACE OF SIGNATURE

IX. ORDER BY 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.

WARNING: Violation of residential provisions of this order with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense under T. C. A. §39-13-306. Violation of this order may subject a violator to arrest.

When mutual decision making is designated but cannot be achieved, the parties shall make good faith effort to resolve the issue through the dispute process.

If a parent fails to comply with a provision of this plan, the other parent's obligations under this plan are not affected.

DATED: Carol Soloman 9-15-99
JUDGE

Presented by: by interchange

Theresa Cathleen Reeder
THERESA CATHLEEN REEDER, MOTHER

Galen Lee Reeder 8/21/99 Father
GALEN LEE REEDER, FATHER

Mediation Services provided by:

Name: _____

ADDRESS: _____

_____

PHONE: _____

It Is, further, **ORDERED, ADJUDGED and DECREED** by the Court that all costs of this cause are to be taxed to the Defendant, for which execution may lie if necessary.

ENTERED this 15th day of September, 1999.

[redacted], JUDGE
by interchange

SUBMITTED FOR ENTRY:

NATHANIEL H. KOENIG, #10252
Attorney for Plaintiff
303 Church Street, Suite 102
Nashville, Tennessee 37201-1786
(615) 244-0045

THOMAS EDWARD NELSON, #13602
Attorney for Defendant
211 Third Avenue North
Nashville, TN 37201-1603
(615) 256-4061

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed, postage pre-paid by U.S. mail, to Mr. Thomas E. Nelson, Attorney for Defendant, 211 Third Avenue North, Nashville, TN 37201-1603 the 9 day of September, 1998.

NATHANIEL H. KOENIG

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