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FILED

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JUN 18 PM 3:27

GEORGE L. BOOKER, CLERK

B Spurlock D.C.

MELVA MAE BUMBALOUGH HARRIS]
]
VS.] NO. 86D-1586
]
JERRY WILSON HARRIS, SR.]

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FINAL DECREE

This cause came on to be heard on this the 27th day of May, 1987, before the Honorable Joe Binkley, Sr., special Judge of the Probate Court of Davidson County, Tennessee, and upon all of the pleadings heretofore filed in this cause. At the outset, it was announced to the Court by counsel for the parties, that the parties had entered into a property settlement agreement and that the case would be presented to the Court on the original complaint, and upon the grounds of irreconcilable differences. Counsel for the defendant/husband moved the Court that the answer of the defendant/husband be withdrawn and the cross-bill be dismissed.

It is therefore, ORDERED, ADJUDGED, and DECREED that the answer of the husband to the original complaint is withdrawn and the cross-complaint of the husband is dismissed. From the testimony of the wife, statement of counsel, and a review of the entire record, the Court is of the opinion that such irreconcilable differences exist in the marriage of the parties as to make a continuation thereof not in their best interest.

It is therefore, ORDERED, ADJUDGED, and DECREED that the wife, MELVA BUMBALOUGH HARRIS, is awarded an absolute divorce from the defendant, JERRY WILSON HARRIS, SR., and is restored to all the rights and privileges of an unmarried person. The bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

It further appearing to the Court that prior to the hearing of this cause that the parties entered into a property

settlement agreement that was written by the parties on legal paper in longhand, and each and every page thereof signed by each respective party. The original of the document was filed with the Court and all of the terms and conditions of the property settlement agreement were stated to the Court at the hearing of this cause. In addition thereto, each party verbally confirmed to the Court that he or she understood each and all of the conditions of the property settlement agreement, and requested that the Court approve of the same. The property settlement agreement was subsequently formalized by the parties in a type written document executed by the parties. The Court affirmatively finds that the said property settlement agreement entered into by and between the parties, and hereinabove alluded to, makes a fair and reasonable distribution of the real and personal properties accumulated by the parties during their marriage, and in addition thereto, makes reasonable and adequate provisions for the custody and support of the minor children of the parties.

It is therefore, ORDERED, ADJUDGED, and DECREED that said property settlement agreement and all of the terms and conditions contained therein be made a part of this the final decree in this cause and as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

MELVA MAE BUMBALOUGH HARRIS]
]
VS.] NO. 86D-1586
]
JERRY WILSON HARRIS, SR.]

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between MELVA MAE BUMBALOUGH HARRIS, hereinafter referred to as "Wife", and JERRY WILSON HARRIS, SR., hereinafter referred to as "Husband"; and

WHEREAS, there is now pending in the Probate Court of Davidson County, Tennessee, domestic relations proceedings between the parties, bearing docket No. 86D-1586, and wherein each party represents that such irreconcilable differences exist in the marriage of the parties as to make a continuation thereof not in their best interest; and

WHEREAS, each party at this time desires to enter into a property settlement agreement that makes a fair and equitable distribution of the real and personal properties accumulated by the parties during their marriage, and in addition thereto, makes reasonable and suitable provisions for the care, custody, and support of the minor children of the parties, the parties hereby agree as follows:

(1) CUSTODY AND SUPPORT OF CHILDREN. The custody of the minor daughter of the parties, CHRISTY MICHELLE, age 17, shall be vested in the husband with the wife having the right and privilege to see and visit said child at all reasonable times and places. The husband agrees that he will be solely responsible for the support of said minor child, and that wife will not be required to make any contribution for the support of said aforementioned child.

The custody of the minor son of the parties, JERRY WILLSON HARRIS, JR., shall be vested in the wife with the right and privilege of the husband to see and visit said child at all reasonable times and places. As support for said child, the

husband shall pay to the wife the sum of four hundred ($400.00) dollars per month, due and payable on or before the first day of each month subsequent to entry of final decree in this cause.

The husband will continue to be responsible for the high school education of the minor son, and will continue the minor son in the present school in which he is now enrolled. It will be the responsibility of the husband to pay the son's school tuition until such time as the son graduates from high school.

The husband will maintain in full force and effect an unencumbered life insurance policy on his life in the minimum amount of fifty thousand ($50,000.00) dollars with each child designated as an equal beneficiary thereunder. Until such time as each child reaches its nineteenth (19th) birthday, the wife shall be designated as the trustee under the policy, and all benefits of the policy shall be paid to the wife as trustee for the children in the event of the untimely death of the husband, and until such time each child reaches its nineteenth (19th) birthday. After each child reaches its nineteenth (19th) birthday, the child will be designated as the sole and exclusively beneficiary under the policy until such time as the youngest child reaches its twenty-fifth (25th) birthday at which time the husband may do as he pleases with the policy. At all times the husband will be the owner of the policy, but will furnish wife such evidence as may be necessary to verify the continuous existence of the policy.

The husband will continue to keep in full force and effect the medical insurance coverage that he presently has providing medical coverage for the two minor children. In addition thereto, the husband shall be responsible for the dental bills and expenses, and doctors bills and expenses incurred on behalf of the minor son, and at least until such time as the minor son shall graduate from high school.

(2) REAL PROPERTY. The husband will deed to the wife all of his right, title, and interest in and to the equity of the homeplace of the parties, located at 7921 Highway 100,

Nashville, Tennessee, and said property shall henceforth be the sole and exclusive property of the wife free and clear from any further claim thereon by the husband. The wife shall hold the husband harmless from further responsibility in regard to the outstanding mortgage indebtedness existing against the property. The husband will execute any and all documents as may be necessary to effect the transfer of title to the property, or of title to husband's interest in the property from husband to wife.

All of the wife's right title and interest in and to unimproved property owned by the husband and located at Lyles, Tennessee shall become the sole and exclusive property of the husband free and clear from any further claim thereon by the wife. The husband shall hold the wife harmless from any indebtedness or responsibility in regard to said aforementioned property, and the wife shall execute such documents as may be necessary to accomplish the transfer of her interest in the property to the husband.

In respect to the homeplace of the parties, located 7921 Highway 100, Nashville, Tennessee, the husband agrees that he will make at his expense the following repairs to the property to wit: The repair of a leak in a shower stall, scrapping and painting the gutters, staining the patio deck, and painting the entrance way and four columns. These repairs will be made on or before the first day of September, 1987.

The award to the parties of the real properties as set forth in this provision constitutes an equitable division of the real properties accumulated by the parties during their marriage.

(3) ALIMONY IN FUTURO. As alimony in Futuro, the husband will initially pay to the wife the sum of one hundred fifty ($150.00) dollars per month payable on or before the first day of each month subsequent to the entry of final decree in this cause. At the expiration of six (6) calendar months, alimony payments by husband to wife will increase to the sum of two hundred ($200.00) dollars per month payable on or before the first day of each month, and at the expiration of one calendar

year from the date of entry of final decree in this cause, alimony in Futuro payments by husband to wife will increase to a total of two hundred fifty ($250.00) dollars per month payable on or before the first day of each month thereafter. Alimony in Futuro at the rate of two hundred fifty dollars ($250.00) per month together with all other alimony payments made before the expiration of one calendar year and as herein provided, shall be classified as alimony in Futuro and shall be payable by husband to wife until the death or remarriage of the wife. Alimony made by husband to wife shall be classified as taxable income to wife and tax deductible income to husband. It is further understood and agreed that alimony payments to be made by husband to wife are agreed to in consideration of the fact that it will be necessary for wife to work and earn outside income in order to enable her to maintain a standard of living similar to that that she enjoyed during the marriage of the parties, and that wife's employment will not constitute a material change of circumstances so far as a discontinuance of alimony is concerned.

(4) MOTOR VEHICLES. Each party will keep the motor vehicles in their respective possession, and said vehicle will become the sole and exclusive property of that party in possession thereof. Each party will be responsible for any mortgage indebtedness that might exist against the vehicle in their respective possession and will hold the opposite party harmless from any further responsibility therefore. Each party will promptly execute any and all documents necessary for the transfer of title to the vehicles into the name of the party to which the vehicle is in possession thereof. The husband will be responsible for replacing the missing hubcap on the wife's Cadillac automobile, and in addition thereto, will make all necessary repairs needed to the brakes and transmission of the wife's Cadillac automobile, and such work shall be guaranteed for a period of six months.

(5) OTHER PERSONAL PROPERTIES AND ASSETS. All other personal property, business interests, assets, or other things of value in the possession of each party shall become the sole

and exclusive property of that party free and clear from any further claim thereon by the opposite party.

(6) DEBTS AND OBLIGATIONS. With the exception of the items specifically listed herein below, each party will be responsible for any and all debts and obligations made by that respective party, for the the use and benefit of that respective party. Each party will hold the opposite party harmless from any further responsibility of any nature whatsoever in regard thereto. Any and all indebtedness acquired by the husband as the result of the operation of any of his businesses shall become the sole and exclusive obligation of the husband who will hold wife harmless from any responsibility therefore. The husband shall be responsible for the payment of the balance owed to Dr. King, a dentist, for dental work performed on the minor daughter of the parties. The wife agrees that she will turn in to her medical insurance company for such payment as the company may pay in respect to the bills of Dr. Kyger, and Mr. Frank Neiswender accumulated as the result of professional counsel sought by the parties during the pendency of the divorce litigation.

(7) DAUGHTER'S BEDROOM SUITE. In the event that the minor daughter of the parties shall elect to remove her bedroom suite from the home awarded to the wife, then the bedroom suite will be replaced at the husband's expense with a bedroom suite comparable in value to that removed by the minor daughter. All other household goods, furnishings and effects, now located at the house at 7921 Highway 100 shall become the exclusive property of the wife, with the exception of husband's personal effects, rings and masonic material.

(8) INCOME TAXES. The parties agree that they will file a joint income tax return for the taxable calendar year of 1986, and that husband will be entitled to any refund that may be due as the result of their 1986 tax obligation. Each party represents to the opposite party that all information contained in their 1986 tax return, or any and all tax return filed prior to 1986 is fair and accurate information as to the income earned by each respective party. In the event that a subsequent I.R.S.

audit should reveal that the parties might be liable for the payment of additional taxes, interest, or penalties as the result of the filing of any of these returns, then and in that event, the parties shall be responsible for the accuracy of the figures that that party reported that he or she earned during that calendar year and shall hold the opposite party harmless from any assessment that may be made by I.R.S. as the result of an inaccurate or incorrect figure reported by a particular party.

(9) FULL DISCLOSURE. Each party represents to the opposite party that at all times during pendency of their domestic relations proceeding and prior to the time that the parties entered into this property settlement agreement, that each party has made a full, fair, and accurate disclosure to the opposite party of all assets and liabilities of that particular party.

(10) ATTORNEYS FEES AND COSTS. As additional alimony in Solido, the husband will pay to Jack Norman, Jr., attorney for the wife, the sum of one thousand ($1,000.00) dollars for services rendered to the wife in this cause. These payments will be made by husband to said attorney at the rate of one hundred ($100.00) dollars per month, and shall be made on or before the sixteenth day of each month subsequent to the entry of the final decree in this cause, and shall be made on a monthly basis until payment in full has been made. The costs of this cause are assessed against the husband, however any filing fees previously paid by the wife that may be applied to the cost shall be applied to the costs.

(11) RESTRICTIONS. Each party will be restrained from coming about the other party for the purpose of bothering, molesting or harassing one another. Should either party desire to visit the child in the custody of the opposite party in that child's residence, the visiting party will first give the custodial party reasonable advance notice of such intended visit, and will coordinate the visit with the custodial party.

(12) GENERAL PROVISIONS. This property settlement agreement represents a full and final settlement of any claim or

any nature whatsoever that one party may have against the other as the result of their marriage or otherwise. This agreement when entered into shall become binding on the parties, their heirs, and assigns. This agreement represents the sole and exclusive agreement existing between the parties and no other agreement either written or oral exists between the parties that is contrary to the terms and conditions of this agreement. The parties understand that this agreement will be submitted to the Court at the hearing of the parties domestic relations case with the request that the same be ratified by the Court and included in any final decree of divorce that might be entered by and between the parties. This agreement shall at all time be construed pursuant to the laws of the State of Tennessee.

This agreement is entered into and accepted by the wife on this the 4 day of June, 1987.

Melva Mae Bumbalough Harris
MELVA MAE BUMBALOUGH HARRIS

This agreement is entered into and accepted by the husband on this the 9th day of June, 1987.

Jerry Wilson Harris Sr.
JERRY WILSON HARRIS, SR.

It is further ORDERED, ADJUDGED, and DECREED that at all times necessary each party shall execute any and all documents as may be necessary to accomplish fulfillment of the terms and conditions of the property settlement agreement heretofore set forth in this decree.

Enter this 18 day of June, 1987.

Joe Binkley
JOE BINKLEY, SR.
SPECIAL JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Wife
213 Third Avenue North
Nashville, Tennessee 37201

Michael F. Mondelli
Michael F. Mondelli, Attorney for husband
214 Third Avenue North
Nashville, Tennessee 37201

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IDENTIFT REFERENCE

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FELIX Z. WILSON TR REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE

I, **GEORGE L. 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* Probate *Circuit Court for Davidson County, Tennessee, on the* eighteenth *day of* June, *19* 87, *in Case Number* 86D-1586 *between* Melva Mae Harris *Plaintiff, and* Jerry Wilson Harris, Sr. *Defendant, as same remains of record in Book* 37B, *Page* 833 *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* 29th *day of* June *in the year one thousand nine hundred and* eighty-seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Wyatt *D.C.*

Form #GR-117