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GEORGE L. BOOKER, CLERK
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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

IDENTIFY REFERENCE

GAIL T. SMITH)
) NO. 87D-2915
vs.)
)
TOMMY L. SMITH)

NOV 30 3 40 PM '87
DAVIDSON COUNTY, TN

Map 69-4
Par 206 1a

FINAL DECREE

BOOK 7413 PAGE 990

This cause came on to be heard on the 6th day of November, 1987, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement, which provides for the division of the parties' respective rights and interests in all jointly-owned property, and apportionment of the parties' debts; and upon all the pleadings, from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Marital Dissolution Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts, and should be approved; and that the sixty day waiting period as required by law has elapsed;

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, **GAIL T. SMITH**, be and is hereby awarded an absolute divorce from the Defendant, **TOMMY L. SMITH**, that she is hereby restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony existing between the parties are perpetually dissolved;

The Marital Dissolution Agreement is hereby approved by the Court and each and every provision of said Agreement is hereby made the Decree of the Court in words and figures as follows:

MARITAL DISSOLUTION AND CHILD CUSTODY AGREEMENT

WHEREAS, there is presently pending in this Court under docket number 87D-2915, a Complaint for absolute divorce filed by **Gail T. Smith**, hereinafter referred to as "Wife", and against **Tommy L. Smith**, hereinafter referred to as "Husband", and

WHEREAS, both parties have suffered certain irreconcilable differences in their marriage, and are living separate and apart, and it appears that there is no hope for reconciliation, and

WHEREAS, the parties desire to enter into a Marital Dissolution and Child Custody Agreement, not out of levity nor by collusion, but to settle and adjudicate all property matters of the parties, and to tender the same to the Court in the event a divorce is granted to either party in this cause, and

WHEREAS, both parties are aware of their possessions and obligations, one to the other, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action is concerned, and have had the opportunity for representation by separate counsel,

NOW THEREFORE, for and in consideration of the premises hereinabove stated and other good and valuable consideration, the parties do agree as follows:

1. PERSONAL PROPERTY. The parties have already divided their personal property and household furnishings, except for one bedroom containing the children's clothing and toys. The Wife shall retain as her sole and separate property, free from all claims of the Husband, those items now in her possession and the items belonging to the minor children that are in the Husband's possession. The Husband shall retain as his sole and separate property, free from all claims of the Wife, those items now in his possession, except for the children's clothing and toys. The Wife shall pick up those items at Husband's residence on Saturday, November 7, 1987 at noon.

2. VEHICLES. Wife shall retain as her sole and separate property, free from all claims of the Husband, the 1985 Chrysler Reliance vehicle, which is presently titled in both parties'

names.

3. DEBTS. The Husband assumes sole and separate responsibility for the following debts and agrees to hold the Wife harmless from liability therefor:

Wachovia Mortgage
Blazer Financial

The Wife assumes sole and separate responsibility for the following debts and agrees to hold the Husband harmless from liability therefor:

Third National Bank

Further, each party agrees to pay his or her own individual debts and hold the other party harmless from liability therefor.

4. ATTORNEY'S FEES. Each party agrees to pay their own attorneys fees.

5. COURT COSTS. The Wife shall pay all court costs.

6. CUSTODY. The Wife shall have sole custody of the parties' minor children, Tiffany L. King, born December 26, 1973, and Teisha L. King, born June 17, 1976. The Husband shall have reasonable visitation privileges with said children.

7. CHILD SUPPORT. The Husband, whose current address is 384 Kingview Drive, Nashville, Tennessee 37218, shall pay child support in the sum of One Hundred Thirty Dollars ($130.00) every two weeks, plus the Clerk's usual commission of five (5%) percent, for a total payment of $136.50. Said payments shall be made through wage assignment with his employer, Nashville Bridge Company, Fort Shelby Avenue, Nashville, Tennessee. The employer shall transmit said payment to the Clerk of the Circuit Court, Room 506 Metro Courthouse, Nashville, Tennessee 37201 and the Clerk shall disburse said payments to Wife, whose current address is 4142 Boyd Drive, Nashville, Tennessee 37218. The Husband's obligation to pay child support shall continue until the youngest of the minor children reaches the age of eighteen (18) years or graduates high school with her original class, whichever event shall last occur and unless specifically ordered by this Court, said sum shall not be reduced nor prorated.

8. LIFE INSURANCE. The Husband shall maintain all life insurance benefits on his life available through his employer and

shall name Wife as trust beneficiary for the benefit of the parties' minor children for so long as his obligation to pay support hereunder exists.

9. MEDICAL EXPENSES. Husband shall maintain medical insurance on the minor children and the Husband shall provide the Wife with claim forms and insurance cards for her use for the minor children. The Husband and Wife shall each pay one-half of all medical, dental, orthodontic or optical expenses (including eyeglasses) incurred on the minor children not covered by said policy of insurance.

10. MAIDEN NAME. Wife shall be restored to her maiden name of Gail T. King.

11. REAL PROPERTY. The parties own real property located at 384 Kingview Drive, Nashville, Davidson County, Tennessee, and more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 145 on the plan of Section 4-A, Haynes Park, of record in Book 4860, page 39, Register's Office for said County.
>
> Said Lot No. 145 fronts 70.00 feet on the northwesterly margin of Kingview Drive and extends back 156.66 feet on the northeasterly line and 154.93 feet on the southwesterly line to a dead line in the rear, measuring 70.02 feet thereon.
>
> Being the same property conveyed to Tommy Lee Smith et ux Gail K. Smith, by deed from W. L. Bainbridge Company, as of record in Book 5296, page 419, Register's Office for Davidson County, Tennessee.

All right, title and interest of the Wife in and to said real property shall be divested out of her and vested solely in the Husband. The Wife shall have a judgment against the Husband in the sum of Eight Thousand ($8,000.00) Dollars, which represent's Wife's equitable share of said real estate. Said judgment shall constitute a lien against said real property, however, execution thereon shall be stayed until six (6) months from the date of entry of the divorce decree or the sale of the real property, whichever event shall first occur.

12. OTHER PROVISIONS. Both parties agree that each will not incur any debt obligations on the other's credit, and if either party is required to pay a future obligation or obligation assumed under the terms of this Agreement, then the party so doing will be entitled to all costs of enforcement of this

provision, including attorneys fees and court costs.

THIS IS A FULL, FINAL AND COMPLETE settlement, adjudicating all the rights of the respective parties hereto. The parties agree in signing their names hereto to also sign any and all instruments, titles or other documents necessary to carry out the full purpose and intent of this Agreement.

The parties acknowledge that they have each read this Agreement in its entirety and are signing it freely and voluntarily and without duress or coercion on the date written below.

11/6/87
DATE

Gail D. Smith
Gail T. Smith

11/06/87
DATE

Tommy L. Smith
Tommy L. Smith

It is therefore ORDERED, ADJUDGED and DECREED that the employer from whom the Defendant, **Tommy L. Smith**, receives wages, **Nashville Bridge Company**, Fort Shelby Avenue, Nashville, Tennessee, shall deduct from any wages, salary or income due the Defendant, **Tommy L. Smith**, the sum of One Hundred Thirty Dollars ($130.00) per bi-weekly period, regular child support, plus the Clerk's usual commission of five (5%) percent ($6.50) (for a total weekly deduction of $163.50), payable to the Office of the Circuit Court Clerk, 506 Metropolitan Courthouse, Nashville, Tennessee 37201.

The Clerk shall disburse said payments to:

Gail T. Smith
4142 Boyd Drive
Nashville, Tennessee 37218

It is further ORDERED that this wage assignment shall not be used as a basis for discharge or disciplinary action against the defendant; that failure to comply with this Order will result in a judgment being entered against said employer and successor employers fifteen (15) days after receipt and until further orders of this Court.

It is further ORDERED that the Defendant shall inform the Court of the names and addresses of any new employers within thirty (30) days after such a change. Further, the Defendant shall inform the Court of any change in his personal residence within thirty (30) days after such a change.

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause, be and are hereby taxed against the Plaintiff.

It is finally ORDERED that execution may issue to enforce any of the provisions of this Decree.

Entered this 10 day of November, 1987.

JUDGE

APPROVED FOR ENTRY:

Karen Cain

KAREN CAIN
Attorney for Plaintiff
306 Gay Street, Suite 304
Nashville, Tennessee 37201
(615) 256-2806

Tommy L. Smith

TOMMY L. SMITH
Defendant

CERTIFICATE OF SERVICE

I hereby certify that I hand-delivered a true and exact copy of the foregoing Final Decree to Mr. Tommy L. Smith, Defendant, on this 6th day of November, 1987.

Karen Cain

KAREN CAIN

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* 12th *day of* November, *19*87, *in Case Number* 87D-2915 *between* Gail L. Smith *Plaintiff, and* Tommy L. Smith *Defendant, as same remains of record in Book* 39A, *Page* 906 *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* 30th *day of* November *in the year one thousand nine hundred and* 87 *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By J Ayer *D.C.*

Form #GR-117