IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEC -4 PM 4:11

CHRISTOPHER R. HUMPHREYS,)
)
Husband/Plaintiff)
)
VS.) Docket No. 87D-3052
)
DIANE L. HUMPHREYS,)
)
Wife/Defendant.)

MAP-74-12
PAR-161 dh

FINAL DECREE OF DIVORCE BOOK 7459 PAGE 212

This cause came on to be heard on the 4th day of December, 1987, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint of Christopher R. Humphreys, hereafter called "Husband", for an Absolute Divorce from Diane L. Humphreys, hereafter called "Wife", upon the ground of irreconcilable differences, and it appearing to the Court from said Complaint (filed with the Court on September 3, 1987), the testimony of Husband in open Court, statements of counsel, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Husband to an Absolute Divorce from Wife on said ground; and it further appearing that Husband and Wife have executed a written, notarized Marital Dissolution Agreement, which Agreement the Court affirmatively finds does make adequate and sufficient provision for the custody and maintenance of the minor child of the parties and for the equitable settlement of all property rights and marital debts of the parties, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore it is hereby

ORDERED, ADJUDGED and DECREED that Husband, Christopher R. Humphreys, should be and he hereby is awarded an absolute divorce from Wife, Diane L. Humphreys, on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. It is further

ORDERED, ADJUDGED and DECREED that the written, notarized Marital Dissolution Agreement dated November 13, 1987, should be and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into on the date(s) set forth beside the signatures below, by and between DIANE LEIGH (HOUSE) HUMPHREYS, hereinafter called "Wife", and CHRISTOPHER RALPH HUMPHREYS, hereinafter called "Husband", as follows:

WHEREAS, a Complaint for Absolute Divorce has been filed in the Fourth Circuit Court for Davidson County, Tennessee, Case No. 87D-3052 wherein Husband is seeking an absolute divorce from Wife on the ground of irreconcilable differences, and there being such irreconcilable differences between the parties that they can no longer live together as husband and wife, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights and marital debts; and, custody, support and maintenance relative to their minor child;

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the ground of irreconcilable differences; and

WHEREAS, Wife acknowledges that this Agreement, when notarized, shall also serve as statutory service of process upon her in lieu of personal service; so

WHEREFORE, in final settlement, adjustment and compromise of all matters relating to property rights, and in all matters relating to the custody and maintenance of the minor child, and all other matters relating to or arising out of the marriage relationship, and in consideration of the mutual promises and covenants herein set forth, Husband and Wife mutually covenant and agree as follows:

1. There is one minor child born to this union, namely, Christopher Ryan Humphreys, age two years. The parties agree that the care, custody and control of the minor child shall be awarded to them jointly, with Wife acting as primary residential caretaker, and with Husband having liberal and reasonable visitation as follows: every other weekend from Friday at 6:00 PM until Sunday at 6:00 PM; every Tuesday from 6:00 PM until Wednesday at 6:30 AM; two consecutive weeks during the summer to coincide with Husband's vacation time; (Wife to have Tuesday evening visitation as granted to Husband when the child is with Husband for two weeks during the summer); and, one week during the traditional Christmas holiday season with Husband to exercise visitation from December 19 at 9:00 AM through December 25 at 9:00 AM, in all odd numbered years, and from December 25 at 9:00 AM through January 1 at 9:00 AM in all even numbered years;

and, at such other times as the parties shall mutually agree upon. At such time as the minor child attains his fifth birthday, the summer visitation shall be extended to four weeks (two weeks consecutively with the additional two weeks to be set by the parties).

2. Husband shall pay directly to Wife, for the support and maintenance of the minor child of the parties, the sum of $70.00 per week, which shall commence immediately and which shall be paid on or before Friday of each week, until such time as the minor child shall have attained his eighteenth (18th) birthday or shall have graduated from high school, whichever event shall last occur.

3. In the event that Husband and Wife both agree that it is in the manifest best interest for the minor child to attend a private school, then the cost of said child's attendance at a private school of the parties' choice shall be borne equally by the parties. Both parties must agree on the selected private school.

4. Husband and Wife agree that the real property hereinafter described, and which has been owned by them as tenants by the entirety, shall hereafter be held by them as tenants in common, and Wife shall retain the sole and exclusive possession and control of said real property, hereinafter described, as follows:

> Land in Davidson County, Tennessee, being Lot No. 499 on the Plan of Hermitage Hills, Section 5, of record in Book 3300, Pages 1 and 2, Register's Office for said County, described as follows:
>
> Said Lot No. 499 fronts 85 feet on the southerly side of Bonnavista Drive and runs back 150 feet on the easterly line and 154.38 feet on the westerly line and 74 feet across the rear lot line.
>
> Being the same property conveyed to Christopher R. Humphreys and wife, Diane L. Humphreys, by Warranty Deed from Buddy P. Duke and wife, Debbie L. Duke, dated August 25, 1983, of record in Book 6124, Page 893, Register's Office for Davidson County, Tennessee.

5. (A) Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for the mortgage indebtednesses due and owing to Lumberman's in the approximate amount of $240.00 per month and Fidelity Federal in the approximate amount of $100.00 per month, as well as all utilities and taxes. Costs of maintenance for said real property, not in excess of $100.00, shall be the sole responsibility of Wife; and in the event that maintenance costs upon the real property exceeds $100.00 for any given item of maintenance occurring within the first three years following the execution of this Agreement; then, Husband shall be responsible for one-half (1/2)

of said maintenance item. In the event that maintenance costs for any item occurs subsequent to three years following the execution of this Agreement, but less than seven years; then, Husband shall be responsible for thirty-five percent (35%) of the cost of said maintenance item. In the event that a maintenance cost shall occur subsequent to seven years from the date of this Agreement, the cost of which is in excess of $100.00; then, Husband shall be responsible for twenty-five percent (25%) of said maintenance item.

(B) Wife agrees that in the event she shall remarry, elect to sell said real property, or at such time as the minor child attains his eighteenth birthday, whichever event shall first occur; the real property aforementioned shall be sold, and the net proceeds derived from said sale shall be divided as follows: If said real property is sold within the first three (3) years subsequent to the date of this Agreement, the net proceeds shall be divided fifty percent (50%) to each party. If said real property is sold more than three (3) years, but less than seven (7) years subsequent to the date of this Agreement, the net proceeds shall be divided sixty-five percent (65%) to Wife and thirty-five percent (35%) to Husband. If said real property is sold at any time subsequent to seven (7) years following the date of this Agreement, Wife shall receive seventy-five (75%), and Husband shall receive twenty-five percent (25%) of the net proceeds derived from said sale. Net proceeds shall be defined as those proceeds available for distribution to the parties after the payment of all then existing mortgage indebtednesses, closing costs, real estate commissions, and any outstanding costs for repairs incident to said sale.

(C) Nothing in this Agreement shall prohibit Wife from purchasing Husband's equity in said real property at any time, and should she elect to purchase Husband's equity; then, the parties shall obtain a certified appraisal from a licensed real estate broker with which to establish the gross value of said property.

6. Husband agrees that he shall be responsible for the payment of one-half (1/2) of any and all costs associated with the child's attendance at a public university or college for a period of not less than four (4) years subsequent to the minor child having graduated from high school. Costs shall be defined as the expenses of attendance by the minor child including tuition, books, room and board, transportation and meals, less any scholarships, grants or guaranteed student loans obtained by or for the benefit of the child.

7. Wife shall be and is divested of any right, title or interest in and to the 1980 Honda Civic automobile, and Husband shall be vested with sole right, title and interest in and to both of said vehicle, and he shall be and is solely responsible for any indebtednesses due and owing upon said vehicle, and all insurance and maintenance associated therewith.

8. Husband shall be and is divested of any right, title or interest in and to the 1986 Oldsmobile automobile, and Wife shall be vested with sole right, title and interest in and to said vehicle, and she shall be and is solely responsible for the indebtedness due and owing upon said vehicle to GMAC, and all insurance and maintenance associated therewith.

9. Husband shall maintain life insurance equal to the face amount of the insurance presently provided through his employer or otherwise, on his life, and he shall designate the minor child of the parties as the primary beneficiary upon said life insurance policy, irrevocably. Husband shall provide Wife with proof of said life insurance coverage on a yearly basis.

10. Wife shall provide, at her expense, if necessary, medical insurance coverage for the minor child of the parties, through her employer, Com Data. In the event that Wife changes employers and is unable to obtain medical insurance coverage for the minor child at a cost equal to the present policy, and provided Husband has a medical insurance plan available to him through his employer; then, Husband shall provide medical insurance coverage for the minor child. In the event that Husband does not have available to him a medical insurance plan for the benefit of the minor child and Wife has such a plan, the cost of which is in excess of the cost of the present policy; then, Husband shall reimburse Wife to the extent of the increased premium attributable to said new insurance plan. Husband and Wife agree that they shall equally divide any medical expenses (deductibles or expenses not covered by the child's insurance plan), and the parties shall provide copies of all bills, invoices, or estimates for medical care, not covered by the child's insurance plan, attributable to the minor child to each other within thirty (30) days of receipt of any bills, invoices or estimates.

11. Husband and Wife agree that all of the personal property now in the possession of Wife shall be and is her personal property, and Husband is divested of any right, title or interest thereto. All of the personal property now in the possession of Husband shall be and is his personal property, and Wife shall be and is divested of any right, title or interest thereto.

12. Wife shall be and is solely responsible for any and all indebtednesses which appear primarily in her name, and she shall hold harmless and indemnify Husband for same. Husband shall be and is solely responsible for the MasterCharge account, and any and all indebtednesses which appear primarily in his name, and he shall hold harmless and indemnify Wife for same.

13. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Code, this obligation being part of the financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

14. In consideration of this Agreement, Husband and Wife hereby release one another and their heirs, executors, administrators and assigns, property and estate, from any and all rights of every kind and character, for past and future support and maintenance, homestead rights, descent, distribution, alimony, rights of election against the other's will, and from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relation of the parties, except as is expressly provided for in this Agreement, and each party is forever barred from having or asserting any such right, claim, demand or obligation at any time hereafter for any purpose except that the parties may assert all rights that are given under this Agreement.

15. The parties mutually stipulate that both of them have participated in the negotiations surrounding the preparation of this instrument; that David R. Kennedy, Attorney, has represented the Husband; that the Wife has been represented by Robert L. Jackson, Attorney; that each of the parties have read this instrument; that both of them are fully aware of and in agreement with its contents and its legal effect including, but not limited to, the belief that this Agreement is fair, adequate and sufficient in all respects.

16. Husband agrees that he shall be and is solely responsible for his reasonable attorney's fees incurred in this cause, and Husband shall be solely responsible for all of the Court costs associated herewith, for which let execution issue if necessary.

17. This Agreement shall be exhibited to the Court at the final hearing of this cause, and the substance of all numbered paragraphs herein shall be incorporated to the extent approved by the Court in the Final Decree, in the event that the Court grants a divorce to the Husband.

18. Both parties mutually agree and acknowledge that Davidson County, Tennessee, has jurisdiction and venue of this action, inasmuch as the parties are residents of Davidson County, Tennessee.

19. By their signatures hereinafter below, both parties waive personal service of process so as to permit Husband to proceed with a Complaint for Absolute Divorce on the ground of irreconcilable differences in the Circuit Court for Davidson County, Tennessee.

WITNESS OUR HANDS the date(s) set forth below.

/s/ Christopher Ralph Humphreys	/s/ Diane Leigh House Humphreys
CHRISTOPHER RALPH HUMPHREYS	DIANE LEIGH (HOUSE) HUMPHREYS
"Husband"	"Wife"
11-13-87	11-9-87
Date	Date

*****

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Diane Leigh (House) Humphreys, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Marital Dissolution Agreement as "Wife," for the purposes therein contained, this the 9th day of November, 1987.

/s/ Jackie E. Reeves
NOTARY PUBLIC

My Commission Expires: 11-20-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Christopher Ralph Humphreys, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Marital Dissolution Agreement as "Husband," for the purposes therein contained, this the 13th day of November, 1987.

/s/ David R. Kennedy
NOTARY PUBLIC

My Commission Expires: 5-13-90

The current addresses of the parties are as follows:

Husband: Christopher R. Humphreys
168 Jacksonian Drive
Hermitage, TN 37076

Wife: Diane L. Humphreys
5009 Bonnavista Drive
Hermitage, TN 37076

It is further ORDERED that in the event the obligor parent is thirty (30) days delinquent in support as set out above and upon the obligee parent making written application, the Clerk of the Court will issue an immediate wage assignment to the obligor's employer as provided by Section 36-5-501 T.C.A. Upon application being made, the Clerk will immediately give advance notice of the assignment to the obligor parent. Further, unless specifically ordered by the Court, such support shall not be reduced or prorated.

It is further ORDERED that Husband shall be and is solely responsible for all of the Court costs associated herewith, for which let execution issue if necessary.

ENTERED this the 4th day of December, 1987.

JUDGE

APPROVED FOR ENTRY:

DAVID R. KENNEDY
Attorney for Husband
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
(615) 883-4998

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U. S. Mail, postage prepaid, to the Wife, Diane L. Humphreys, ~~5009 Bonnavista Drive, Hermitage, Tennessee, 37076~~ 216 3rd Ave N. Nashville, TN 37201, this the 4th day of December, 1987.

DAVID R. KENNEDY

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IDENTIFICATION REFERENCE

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DAVIDSON COUNTY, TN

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 4th *day of* December, *19* 87, *in Case Number* 87D-3052 *between* Christopher R. Humphreys *Plaintiff, and* Diane L. Humphreys *Defendant, as same remains of record in Book* 166A, *Page* 719 *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* 28 *day of* Jan *in the year one thousand nine hundred and* 88 *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By R Dyer *D.C.*

Form #GR-117