IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
88 MAR 21 PM 4:12
CLERK & MASTER
L. HOOKER, CLERK
D. Spurlock

EVELYN EDDINGS	)	
	)	
vs.	)	NO. 87D-3938
	)	
JOHN E. EDDINGS	)	

59-11-
Par 101 Js

FINAL DECREE

BOOK 7502 PAGE 431

This cause came on to be heard on the 21st day of March, 1988, 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 and Child Custody Agreement, which provides for custody and support of the parties' minor children, 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 and Child Support Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts, and makes adequate and sufficient provision for the support of the parties' minor children, and should be approved; and that the ninety day waiting period as required by law has elapsed;

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, Evelyn Eddings, be and is hereby awarded an absolute divorce from the Defendant, 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 original Marital Dissolution and Child Custody Agreement is hereby approved by the Court and each and every provision of said Agreement is hereby made the Decree of the Court as is copied verbatim herein.

24.00

MARITAL DISSOLUTION AND CHILD CUSTODY AGREEMENT

WHEREAS, there is presently pending in the Probate Court for Davidson County, Tennessee, under docket number 87D-3938, a Complaint for absolute divorce filed by **Evelyn Eddings**, hereinafter referred to as "Wife", and against **John E. Eddings**, 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. CUSTODY. Wife shall have custody of the parties' minor children, John T. Eddings, age 16 years, and Antonio Eddings, age 10 years. Husband shall have reasonable visitation with said minor children, times and places of which to be agreed upon by the parties.

2. CHILD SUPPORT. The parties are currently under a Chapter 13 proceeding in the United States Bankruptcy Court for the Middle District of Tennessee. During the pendency of said Chapter proceeding, Husband, whose current address is 3830 Woodward Drive, Nashville, Tennessee 37207, shall pay the sum of Sixty Dollars ($60.00) per week, direct to the Wife, whose current address is 3830 Woodward Drive, Nashville, Tennessee 37207, as child support for the minor children of the parties. Upon conclusion of the Chapter 13 proceeding, Husband shall pay direct to Wife the sum of One Hundred Dollars ($100.00) per week

as child support for the minor children of the parties. 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 his original class, whichever event shall last occur, and unless specifically ordered by this Court, said sum shall not be reduced or prorated.

3. MEDICAL EXPENSES. The Husband shall maintain medical insurance on the minor children. Husband shall pay, within thirty (30) days of receipt of same, one-half of all medical, dental or optical bills incurred on the minor children not covered by said policy of insurance.

4. LIFE INSURANCE. Husband shall maintain in full force and effect a policy of insurance on his life which names the minor children of the parties as sole beneficiaries and shall provide proof of same upon request by Wife, for so long as he is obligated to pay child support hereunder.

5. PERSONAL PROPERTY. Husband shall have the beige sofa and chair, his clothing and other personal effects. The Wife shall retain as her sole and separate property, free from all claims of the Husband, all remaining items of household furniture, furnishings and personal effects.

6. VEHICLES. Husband shall retain as his sole and separate property, free from all claims of the Wife, the 1976 Oldsmobile and the Chevrolet pickup truck. Wife shall retain as her sole and separate property, free from all claims of the Husband, the 1980 Cadillac automobile and the 1980 Buick automobile.

7. REAL PROPERTY. The parties own as tenants by the entirety certain real property located at 3830 Woodward Drive, Nashville, Davidson County, Tennessee 37207, and more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 472 on the Plan of Haynes Manor, Section 3, as of record in Book 4175, page 11, Register's Office for said County.

SAID Lot No. 472 fronts 80 feet on the easterly margin of Woodward Drive and runs back 157.5 feet on the southerly line and a total distance of 170.7 feet on the northerly line, which is a broken line, to a dead line in the rear, measuring 53.4 feet thereon.

BEING the same property conveyed to John E. Eddings and Evelyn Eddings by deed from Jeffrey A. Johnson and wife March Ann S. Johnson, by deed of record in Book 5559, page 480, Register's Office for Davidson County, Tennessee.

All right, title and interest of Husband in and to said property shall be divested out of him and vested solely in the Wife, to be her sole and separate property; Husband shall be entitled to the sum of Two Thousand Dollars ($2,000.00), from the sale of this property which Wife shall pay to the Husband at the time she elects to sell said real property.

8. VACATE PREMISES. Husband shall vacate the premises located at 3830 Woodward Drive, Nashville, Davidson County, Tennessee, within three (3) days of the entry of a final decree of divorce in the pending divorce proceeding.

9. I.R.S. REFUND. The parties shall file a joint federal income tax return for the year 1987 and shall divide equally any refund therefrom.

10. DEBTS. The parties are currently under a Chapter 13 bankruptcy proceeding in the United States Bankruptcy Court for the Middle District of Tennessee for the purpose of repayment of all their joint debts. Husband and Wife shall continue with the terms and provisions of said Chapter 13 proceeding until its conclusion. Further, each party shall pay his or her own individual debts and hold the other party harmless from liability therefor.

11. ATTORNEY'S FEES. Wife shall pay her own attorneys fees for the pending divorce proceeding.

12. COURT COSTS. The Husband shall pay all court costs.

13. OTHER PROVISIONS. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

14. In the event a creditor of either party makes a claim against the other party, which is upheld by a court of competent

jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

15. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

16. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings to be filed in Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties.

17. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the parties, individually and/or jointly, or any property that either of them may acquire in the future.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

19. The parties acknowledge that there are no assets owned

by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

20. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

21. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

22. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

23. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

24. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

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.

2-29-88 — DATE — Evelyn Eddings — EVELYN EDDINGS

2-29-88 — DATE — John Ed Eddings — JOHN E. EDDINGS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 29 day of Feb, 1988, personally appeared before me Evelyn Eddings, to me known to be the person described herein as the Wife, who made oath that she executed the foregoing Agreement and acknowledged that she did so as her own free act and deed.

Wayne Hackett
Notary Public

My commission expires:
10-14-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 29 day of Feb, 1988, personally appeared before me John E. Eddings, to me known to be the person described herein as the Husband who made oath that he executed the foregoing Agreement and acknowledged that he did so as his own free act and deed.

Wayne Hackett
Notary Public

My commission expires:
10-14-92

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

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

Entered this 21 day of March, 1988.

J. R. Quinn Jr.
JUDGE

APPROVED FOR ENTRY:

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

FELIX Z. WILSON CLERK & REGISTER
DAVIDSON COUNTY, TN
MAR 29 3 33 PM '88
IDENTIFICATION REFERENCE
16738

CERTIFICATE OF SERVICE

I hereby certify that I mailed a true and exact copy of the foregoing Final Decree to Mr. John E. Eddings, at 3830 Woodward Drive, Nashville, Tennessee 37207, on this 21 day of March, 1988.

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* 21ST *day of* MARCH, *1988, in Case Number* 87D-3938 *between* EVELYN EDDINGS *Plaintiff, and* JOHN E. EDDINGS *Defendant, as same remains of record in Book* 41A, *Page* 497 *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* MARCH *in the year one thousand nine hundred and* EIGHTY-EIGHT *and in the* 212TH *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Deb Tarpley *D.C.*

Form #GR-117