IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1988 APR -4 PM 3:57
GEORGE L. ROOKER, CLERK
D.C.

ROY GLENN GOODWIN

VS.

No. 87D-1219

BEVERLY JO BRADLEY GOODWIN

BOOK 7542 PAGE 595

FINAL DECREE OF DIVORCE

This cause came to be heard on the 4th day of April, 1988, before the Honorable Muriel Robinson, Judge, upon the Counter-Complaint for Absolute Divorce heretofore filed by Mrs. Goodwin, subsequent withdrawal of Mr. Goodwin's original Complaint and Answer to Mrs. Goodwin's Counter-Complaint, withdrawal of Mrs. Goodwin's Amended and Supplemental Counter Complaint, submission to the Court of a written Marital Dissolution Agreement heretofore signed by the parties, testimony of Mrs. Goodwin, statement of counsel in open Court and from the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. 36-4-101(11), it is therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretfore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Beverly Jo Bradley Goodwin, is granted an absolute divorce and restored to all the rights and privileges of that of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court, and the Court affirmatively finds that the written Marital Dissolution Agreement heretofore signed by the parties does make adequate and sufficient provision for the equitable settlement of all property rights between the parties, and further does make adequate and sufficient provision for the proper support and maintenance of the parties three (3) minor children, which Agreement is included, verbatim, as follows:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by ROY GLENN GOODWIN, hereinafter referred to as "Husband", against BEVERLY JO BRADLEY GOODWIN, hereinafter referred to as "Wife", under Docket No. 87D-1219, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) CUSTODY: There are three (3) minor children born to this union, namely, Derrick Brice Goodwin, age 14, Travis Wayne Goodwin, age 12, and Brannon Lee Goodwin, age 9. The parties agree that the care, custody and control of the three (3) minor children shall be awarded to them jointly, with Husband acting as primary caretaker, and with Wife being awarded reasonable rights of visitation, at reasonable times and places. Both parties shall have equal access medical and school records. Both parties shall cooperate in the

proper rearing of the children, both mentally, emotionally, physically and spiritually. Neither party shall make, or express, any demeaning remarks about the other party in the presence of the children.

(6) CHILD SUPPORT: Inasmuch as the primary residence of the children will be with Husband, and inasmuch as Husband earns sufficient and adequate income to support the children, and inasmuch as Wife has just obtained employment earning a meager wage, it is agreed that Wife will not be required to contribute child support on an installment basis for the support of the children. However, Wife does agree that she will purchase clothes, and other necessities for the children while they are visiting, or otherwise in her physical possession.

(7) RESIDENCE: The parties own the residence at 2821 Harriette Court in Nashville, Davidson County, Tennessee, as joint tenants by the entirety. It is agreed that all right, title and interest which Husband may have, in and to, the aforementioned home, shall be divested from him and the sole and exclusive ownership shall be vested in Wife in fee simple absolute. A better description of said property, as contained in Book 6883, Page 962, in the Davidson County Register's Office, is as follows:

> Land in Davidson County, Tennessee, being Lot No. 6, and the north 12.25 feet front and 15.05 feet rear of Lot No. 7 on the Plan of Whitman Meadows, as of record in Book 2854, Page 55, Register's Office for said County.
>
> Said Lot No. 6 and said part of Lot No. 7 fronts 190 feet on the westerly side of Hariette Court, and extends back 299.95 feet on the northerly line of Lot No. 6, and 136.13 feet on the southerly line of part of Lot No. 7, to a dead line, in the rear, which is a broken line on which it measures 257.06 feet.
>
> Being the same property conveyed to Roy Glen Goodwin and wife, Beverly B. Goodwin by deed from Roy T. Goodwin and wife, Betty G. Goodwin as of record in Book 6883, page 962, Register's Office for Davidson County, Tennessee.

The parties further acknowledge that the home is on the market for sale, and a Contract for the sale of the home has been executed. Pending the sale of the home, Husband shall be responsible for payment of the interest on the mortgage indebtedness, taxes, homeowners insurnace and electric bill. Upon the sale of the home, and the closing thereof, Wife shall receive all net proceeds after payment of reasonable closing costs and/or real estate commissions. Wife shall also

receive any escrow accounts to be refunded, if any. Husband agrees to execute any and all deeds, documents, or instruments necessary to divest his interest in the said property and to allow Wife to receive the net proceeds from the sale thereof.

(8) FEDERAL INCOME TAX RETURNS: The parties agree to file a joint Income Tax Return for the calendar year 1987. Husband agrees to pay any and all taxes due, or that become due as a result thereof, and shall hold Wife harmless and indemnify her from any responsibility thereon. Should there be any refund, from said tax return, Wife shall be entitled to receive one-half (½) the proceeds therefrom. Husband shall also hold Wife harmless and indemnify her from any and all responsibility that may result from any prior Federal Income Tax Returns filed jointly by the parties, since the date of their marriage.

(9) ALIMONY IN SOLIDO: As alimony in solido, Wife shall be awarded a judgment against Husband in the sum of **TWENTY-FIVE THOUSAND ($25,000.00) DOLLARS**, which judgment shall constitute a lien against Husband's interest, in and to, the real property located at 1410 Third Avenue North, Nashville, Davidson County, Tennessee. A better description of said real estate, as contained in Book 6488, Pages 298-299, in the Davidson County Register's Office, is stated as follows:

> Two tracts of land in Davidson County, Tennessee, described as follows:
>
> Tract 1: Being Lot No. 8 in the subdivision of the McGavock City Park Lot, as of record in Book 57, page 101.
>
> Said Lot No. 8 fronts 50 feet on the easterly side of Third Avenue North, formerly College Street and runs back between parallel lines 137½ feet to an alley.
>
> Tract 2: Being Lots Nos. 4, 5, 6, and 7 in the subdivision of the McGavock City Park Lots, as of record in Book 57, page 101.
>
> Said Lot No. 4 fronts 50 feet on the easterly side of Third Avenue North and extends back between parallel lines 137½ feet to an alley.
>
> Said Lots Nos. 5 and 6 adjoin and front together 100 feet on the easterly side of Third Avenue North and run back between parallel lines, 137½ feet to an alley.
>
> Said Lot No. 7 fronts 50 feet on the easterly side of Third Avenue North and extends back between parallel lines, 137½ feet to an alley.

Being the same property conveyed to G & R Properties a partnership composed of Roy G. Goodwin and Teresa G. Rogers, by deed from Charles H. Baggarly and wife, Patricia M. Baggarly, as of record in Book 6488, pages 298-299, Register's Office for Davidson County, TN.

Said judgment lien in the sum of **TWENTY-FIVE THOUSAND ($25,000.00) DOLLARS** awarded to Wife, as alimony in solido, shall be unenforceable for a period of five (5) years, or until the sale of the aforementioned property, whichever is the first event to occur. For the first three (3) anniversary dates from the entry of the Decree, there shall be no interest to accrue on said judgment, however, commencing with the first day after the third anniversary date of the entry of the Decree, and continuing thereafter until the judgment is paid in full, said judgment shall accrue interest at the rate of ten (10%) percent per annum, simple interest, due and payable at such time as the principal is paid. The parties acknowledge that this is an award of alimony and a non-dischargeable debt in bankruptcy. Upon Husband's failure to pay the aforementioned judgment, within the expiration of the five (5) year term, then Wife shall be entitled to petition the Court for the sale and/or partition of the aforementioned property.

(10) **OTHER REAL ESTATE:** All right, title and interest which Wife has, in and to, Husband's interest in certain real property located at 1410 Third Avenue North, shall be divested from her and vested in Husband in fee simple absolute ownership, however, subject to the judgment lien created in Paragraph 9, aforementioned. Husband shall assume the outstanding mortgage indebtedness thereon, and shall hold Wife harmless from any responsibility therefrom.

(11) **WILSON COUNTY PROPERTY:** All right, title and interest which Wife has, in and to, certain real property located at Route 12, Hickory Ridge Road, Lebanon, Wilson County, Tennessee, shall be divested from her and the sole and exclusive ownership in said property shall be vested in Husband, his successors, heirs or assigns. Husband shall hold Wife harmless from any responsibility arising from any mortgages associated with said property. Wife shall sign any and all documents, deeds or instruments necessary to divest her interest therein.

(12) LIFE INSURANCE: Husband shall designate the minor children as the irrevocable beneficiary of SIXTY-NINE THOUSAND ($69,000.00) DOLLARS in life insurance, on his life, with Wife being designated as Trustee for the use and benefit of the parties' three (3) minor children, and Husband shall be responsible and maintain the premiums and maintain said policy current until the youngest child attains the age of eighteen (18) years. Husband shall provide Wife with proof of the validity of said policy and the designation of the minor children as irrevocable beneficiary, acting as Trustee for the children. The policy shall be more specifically described in the attached Exhibit A.

(13) VEHICLES: Wife shall be awarded the sole and exclusive ownership of the 1986 Astro Van, and although said vehicle is titled in the name of a corporation, Husband agrees that he shall provide immediate title to said vehicle to Wife, free, clear and unencumbered. All right, title and interest which Wife has in and to the 1984 Ford Bronco, the 1978 CJ-7 Jeep, the 1978 C-60 dump truck and the two (2) four wheelers, shall be divested from her and vested soley in Husband. Husband shall assume any and all indebtednesses associated therewith and shall hold Wife harmless therefrom.

(14) FURNITURE AND FURNISHINGS: Wife shall be awarded the sole and exclusive ownership of all of the furniture, furnishings and accessories located in the residence located at 2821 Harriette Court, free from any claim by Husband. Husband shall maintain the sole and exclusive ownership of any and all furniture, furnishings and accessories presently held in his possession. The parties acknowledge that there are a few minor items at the home which belong to the children and shall be removed for them prior to the entry of the Divorce Decree. The children shall be allowed to meet Mrs. Goodwin, and a third party at the homeplace on Saturday, April 2, 1988, at 10:00 a.m., for the purpose of getting their remaining items of personal property.

(15) GUN COLLECTION: Husband shall be awarded sole and exclusive ownership of his gun collection, free from any claim by Wife.

(16) DEBTS: Husband shall hold Wife harmless from any and all debts or indebtednesses incurred in conjunction with his business

interests. Unless otherwise specifically addressed in this Agreement, each party will be responsible for any debt incurred in their sole and separate name since the separation of the parties.

(17) ATTORNEY FEES: As additional alimony in solido Husband agrees to pay Wife's solicitor's of record, Robert L. Jackson & Associates, attorney fees of **FIVE THOUSAND ($5,000.00) DOLLARS**, for valuable services rendered on behalf of Wife, for all of which a judgment shall be awarded against Husband to be due and payable **TWO THOUSAND FIVE HUNDRED ($2,500.00) DOLLARS**, cash, lump sum, upon the date of the entry of the Decree, and the balance due, without interest, twelve (12) months after the date of the entry of the Divorce Decree. This judgment shall constitute a lien against Husband's interest in the real property located at 1410 Third Avenue North, Nashville, Davidson County, Tennessee, more specifically described herein in Paragraph 9.

(18) COURT COSTS: Husband shall pay the Circuit Court costs associated with these divorce proceedings.

(19) ENFORCEMENT PROVISION: In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(20) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final 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 Property Settlement Agreement.

(21) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor children and in the keeping with her accustomed standard of living and her reasonable requirements.

(22) VOLUNTARY ACCEPTANCE: The provisions of this Agreement

and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(23) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(24) ESTATE WAIVER: 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(25) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this 31st day of March, 1988, as to the Wife, and the 31st day of March, 1988, as to the Husband.

Roy Glenn Goodwin
ROY GLENN GOODWIN

Beverly Jo Bradley Goodwin
BEVERLY JO BRADLEY GOODWIN

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **ROY GLENN GOODWIN**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 31st day of March, 1988.

Melanie J. Collins
NOTARY PUBLIC

My Commission Expires: 7-13-91

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **BEVERLY JO BRADLEY GOODWIN**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 31st day of March, 1988.

Jackie E. Reeves
NOTARY PUBLIC

My Commission Expires: 11-12-90

It is further ORDERED AND ADJUDGED that the addresses of the parties are as follows:

Roy Glenn Goodwin
Rt. #12, Box 295
Lebanon, Tennessee 37087

Beverly Jo Bradley Goodwin
2821 Harriette Court
Nashville, Tennessee 37206

It is further ORDERED AND ADJUDGED that the child support payments cannot be reduced or prorated without prior approval of this Court.

It is further ORDERED AND ADJUDGED that the costs of this cause are to be taxed against Mr. Roy Glenn Goodwin, for all of which execution may issue if necessary.

Enter this 4th day of April, 1988.

JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: ROBERT L. JACKSON
Professional Responsibility
#2486
SOLICITOR FOR MRS. GOODWIN
214 Second Avenue, North
Suite 103
1 Washington Square
Nashville, Tennessee 37201
615/256-2602

BY: LAURA Y. GOODALL
Professional Responsibility
#11272
SOLICITOR FOR MRS. GOODWIN

BY: JOE P. BINKLEY, JR.
Professional Responsibility
#3094
SOLICITOR FOR MR. GOODWIN
174 Third Avenue, North
Nashville, Tennessee 37201
615/244-8630

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IDENTIFICATION REFERENCE

MAY 12 1 56 PM '88

PEGGY Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Mail
Beverly J. Goodwin
2801 Meadow Rose Dr.
37206

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* April, *19* 88, *in Case Number* 87D-1219 *between* Roy Glenn Goodwin *Plaintiff, and* Beverly Jo Bradley Goodwin *Defendant, as same remains of record in Book* 168C, *Page* 1897 *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* April *in the year one thousand nine hundred and* eighty-eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Dot Lackey *D.C.*

Form #GR-117