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1988 MAY 31 PM 3:39

CLERK & MASTER

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

S Spurlock

Map & Parcel 148-09-034.00

BARBARA JEAN CROSS, Complainant	)	
vs.	)	No. 87D-518
CHARLES DUANE CROSS, Defendant	)	BOOK 7572 PAGE 658

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 10th day of May, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon original Complaint for divorce on the grounds of irreconcilable differences; Motion of the defendant to withdraw his Answer and Counter-Complaint which the Court was pleased to grant; Motion of the complainant to dismiss the pending Contempt action which the Court was pleased to grant; Marriage Dissolution Agreement submitted to the Court for approval; and testimony of the complainant, from all of which the Court finds as follows:

That the Answer and Counter-Complaint previously filed by the defendant and counter-complainant Charles Duane Cross, should be withdrawn.

That the pending Contempt Petition in this cause should be dismissed.

That there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible.

That the Marriage Dissolution Agreement presented to the Court for approval is in all respects fair and equitable and makes adequate provisions for the support and maintenance of the parties' minor children and should be approved and made the ORDER of this Court.

It is therefore ORDERED, ADJUDGED and DECREED that the Answer and Counter-Complaint in this cause are withdrawn.

It is further ORDERED, ADJUDGED and DECREED that the pending Contempt Petition in this cause is hereby dismissed.

It is further ORDERED, ADJUDGED and DECREED that the complainant is awarded an absolute divorce on the grounds of irreconcilable

differences and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Marriage Dissolution Agreement presented to the Court for approval is in all respects approved and made the ORDER of this Court and is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 7572 PAGE 660

BARBARA JEAN CROSS, Wife,	)	
vs.	)	No. 87D-518
CHARLES DUANE CROSS, Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Barbara Jean Cross (hereinafter referred to as "Wife") and Charles Duane Cross (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Pending Action. The parties acknowledge that Wife has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, Docket Number 87D-518, which action is pending.

2. Custody. Wife shall have the absolute custody of the minor children, Bonnie Lea Cross, age 7 and Martin Noel Cross, age 8.

Wife agrees to keep Husband informed of all major matters concerning the children's welfare and of school programs to which parents are invited.

Husband shall have the right to receive school records and medical records directly from the sources.

The parents agree that Husband is authorized by this Agreement to consent to emergency medical treatment for the minor children. Each party agrees to notify the other as soon as is reasonably possible of any medical emergency.

3. Visitation. Husband shall have the right of visitation with the minor children as follows:

a. Husband shall have the right of visitation with his minor children every other weekend, picking them up Friday afternoon from daycare and returning them to daycare on Monday morning. In addition, he may pick them up every week on Monday afternoon from daycare and return them Tuesday morning.

b. The parties agree to alternate the holidays of Easter Sunday, Memorial Day, July 4th, Labor Day, and New Year's Day, with Wife to have the children July 4th of 1988, Husband Labor Day and so forth.

c. They further agree to alternate Thanksgiving Thursday and Friday with one party to have Thanksgiving Day and the other party to have the day after and alternating from year to year with Husband to have Thanksgiving Day in 1988.

d. The parties agree to alternate visitation during the Christmas holidays with Husband to have the children for visitation in 1988 from the day after school lets out until 8:00 p.m. on Christmas Eve and for Christmas 1989 for Husband to have the children beginning at 8:00 p.m. on Christmas Eve until the day before school resumes.

e. Husband shall have the children on Father's Day and Wife shall have the children on Mother's Day.

Each of the parties shall have access to the minor children on the children's birthdays except for any year when a parent is out of town with the children on December 24th.

f. Husband shall have the right of two consecutive weeks of summer visitation with the children upon reasonable notice to Wife, and Wife shall have the right of two consecutive weeks in summer without interruption by Husband's visitation rights upon reasonable notice to Husband.

g. The parties shall alternate the children's spring break with Wife to have the children in 1989.

4. Child Support. Husband shall pay to Wife as child support the sum of $400.00 per month, payable on the 15th day of each month beginning upon execution of this Agreement.

5. Real Property. Husband hereby agrees that all of his right, title and interest in and to the home property now owned by the parties as tenants by the entireties and known as 3807 Barlow Drive, Nashville, Tennessee 37211, shall be divested out of him and vested solely in the Wife. Said property is described below as follows:

> Being Lot No. 65 on the Plan of Haywood Heights, Section II, as of record in Book 2663, page 13, Register's Office for said County.
>
> Said Lot No. 65 fronts 75 feet on the southwesterly side of Barlow Drive and runs back 244.6 feet on the southeasterly line and 205.8 feet on the northwesterly line to a dead line in the rear on which it measures 114 feet.
>
> Being the same property conveyed to Marvin G. Bell and wife, Elizabeth Pauline Bell by deed from Commerce Union Bank, a Tennessee Banking Corporation, of record in Book 5857, page 447, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Charles D. Cross and wife, Barbara J. Cross by deed from Marvin G. Bell and wife, Elizabeth Pauline Bell, of record in Book 6091, page 707, Register's Office for Davidson County, Tennessee.

Husband shall, by such documents as may be necessary and at Wife's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto Wife all of his right, title and interest in and to said home property now owned by them as tenants by the entireties.

Wife shall assume and pay in accordance with its terms, the existing mortgage and she shall indemnify and hold Husband harmless upon any and all liability in connection with said mortgage.

Wife shall, within sixty (60) days of this Agreement, pay to Husband the sum of Three Thousand Five Hundred Dollars ($3,500.00) for his interest in the parties' home property.

Until such time as Wife pays Husband the said $3,500.00, Husband shall have a lien by this Agreement against the above-described property, and in the event of Wife's default, Husband shall have the right to enforce said lien or to pursue other methods of collection if he so desires.

6. Automobiles. The Wife hereby agrees that all of her right, title, interest and equity in the 1977 VW Rabbit automobile, Serial #1773132483, shall be divested out of her and vested solely in the Husband.

The Husband hereby agrees that all of his right, title, interest and equity in the 1984 Dodge Omni automobile shall be divested out of him and vested solely in the Wife.

7. Health Insurance. Wife shall maintain the minor children on her health insurance.

Wife shall pay a total of the first $500.00 each year toward the children's medical, dental, orthodontry, ophthalmology, and psychiatric treatment or other counseling. Husband shall be responsible for expenses of the above which exceed the $500.00 Wife has paid and which were not paid by insurance.

Husband shall have the right to remain on Wife's health insurance to the extent allowable by law and shall pay the premiums for his coverage.

8. Life Insurance. Husband will secure a $50,000 life insurance policy on himself with the minor children named as beneficiaries until they reach age eighteen.

9. Household Goods. Wife shall receive the parties' household goods and furnishings free from all claims of Husband except that the following items shall become the sole property of the Husband and the Wife relinquishes all right to and ownership of said property:

king size bed
triple dresser
night stand
framed elephant print
framed Bob Carney print
framed wedding prayer
framed wedding invitation
record albums
all stereo components
personal books
antique walnut drop leaf table
303 S.M.L.E. rifle
8mm movie camera
8mm film editor
tripod
Larousse Gastronomique
personal recipes
foo dog bookends
fruit bookends
food processor
mustard crock flower vase
all photographs made by husband
all framing materials
all photographic materials
all photographic equipment
all cameras (except Minolta AF-SV)
desk
automotive tools
griddle
deep fryer
bicycle tools and parts
household tools
power tools
coin collection
all dishware in attic except for wedding china and crystal
trumpet
sheet music
luggage
tortoise shells
magazine collection
Etruscan dancer sculpture
Oriental fisherman sculpture

10. Bank Accounts. Each of the parties shall keep the proceeds presently in his or her individual bank accounts and each shall be divested of any right, title or interest of any account belonging to the other.

11. Debts. Each party shall pay the debts in his or her own name and shall hold the other party harmless thereon.

There are no joint debts other than the home mortgage.

12. Creation of Liabilities. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

13. Necessary Documents. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

14. Court Costs. Any court costs incurred as a result of the pending action for absolute divorce shall be paid by Husband and Wife equally.

15. Enforcement. In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

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

17. Independent Counsel, Parties Fully Informed. Each party has had independent advice by counsel of his or her own selection, or has been advised of their right to have independent counsel. They each regard the terms of this Agreement as fair

and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

18. Modification and Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

19. Disclosure. The parties do each warrant that they have made full and complete disclosure to the other of all sources of income, debts and property owned by them whether real, personal or mixed, whether titled in their name or in the name of the other, and all rights, liabilities, titles, interests and or claims each may have whether inchoate or otherwise.

20. Full and Final Settlement. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

21. Court Approval. This Agreement is subject to the approval of the Court in the event a divorce is granted to either party in this matter. In the event that no divorce is granted, however, then this Agreement is of no force and effect.

22. Voluntary Agreement. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each

party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures.

5/10/88
DATE

Barbara J. Cross
BARBARA JEAN CROSS

5/09/88
DATE

Charles Duane Cross
CHARLES DUANE CROSS

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named BARBARA JEAN CROSS, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 10th day of May, 1988.

Brenda J. Womack
NOTARY PUBLIC

My Commission Expires: 7-13-91.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named CHARLES DUANE CROSS, with whom I am personally acquainted, (or upon sufficient evidence provided), and who, acknowledged that he executed the foregoing agreement for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 9th day of May, 1988.

Mary Frances Fyke
NOTARY PUBLIC

My Commission Expires: 8-13-91.

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It is further ORDERED, ADJUDGED and DECREED that the parties will split the costs of this cause equally for which let execution issue if necessary.

This the 31st day of May, 1988.

JUDGE

APPROVED FOR ENTRY:

Phillip Robinson
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T.S.C.RN. #6895

JUN 14 3 49 PM '88
FELIX Z. MALONE, REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

3985.2

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* Thirty-first *day of* May, *19* 88, *in Case Number* 87D-518 *between* Barbara Jean Cross *Plaintiff, and* Charles Duane Cross *Defendant, as same remains of record in Book* 170A, *Page* 181 *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* Thirteenth *day of* June *in the year one thousand nine hundred and* Eighty-eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By A. Alexander *D.C.*

Form #GR-117