FILED 7-7 1988 1:36 PM
ENTERED BOOK ____ PAGE ____
JOE HERBERT

IN THE CIRCUIT COURT OF WILLIAMSON COUNTY, TENNESSEE map 104-12 par. 19

VICKIE L. EAST,
Plaintiff,
vs.
JAMES CARLYLE EAST,
Defendant.

C 8400

BOOK 7752 PAGE 942

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 7th day of July, 1988, before the Honorable Hobart Bell, Circuit Judge upon the original complaint for absolute divorce, the property settlement signed by the parties and the entire record herein, from all of which the Court finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the child of the marriage and there is an equitable settlement of the property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the property settlement of the parties.

The Court further finds that the present addresses of the parties are as follows:

Husband: P.O. Box 139, Columbia Highway, Thompson Station, TN 37064

Wife: 1920 19th Avenue South, Nashville, TN 37212

IT IS THEREFORE ORDERED AND ADJUDGED that the Wife, Vickie L. East, be and hereby is awarded an absolute divorce from the Husband, James Carlyle East, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following property settlement of the parties is approved by the Court, and is incorporated herein by reference, and made the Order of this court. Said agreement is, in words and figures, as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

VICKIE L. EAST,	)	FILED 1-7 1988 ___
	)	ENTERED BOOK ___ PAGE ___
Plaintiff,	)	JOE HERBERT
	)	
VS.	)	NO. ~~88D-705~~ C8400
	)	
JAMES CARLYLE EAST,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This agreement is made between Vickie L. East, hereinafter called Wife, and James Carlyle East, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since November 23, 1972, and there ~~have~~ were been born of this union one child, namely, Britt Dawson East, d/o/b 9/28/74, and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, convenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY. Husband and Wife shall have and retain joint care, custody and control of the parties' minor child, Britt Dawson East. The child will reside principally with the Wife, who will have primary possession of the minor child.

2. CHILD SUPPORT. It is agreed that the Wife shall maintain medical and health insurance on said minor child. The parties shall split all medical, dental, orthopedic and eyecare bills not covered by said insurance. The parties shall also split all school, summer, extracurricular, and organizational expenses of the minor child which includes, but is not limited to, school supplies and books, athletic and recreational expenses, summer camp and music lessons.

It is mutually agreed that Wife may declare the minor child of the parties as her dependent for income tax purposes, and she may take any deduction or credit allowed for child care expenses or any other expense relating to the child.

3. PERSONAL PROPERTY. The parties have heretofore divided their personal property among themselves. All furniture, furnishings, and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings, and personal effects presently in the possession of Husband shall be his sole and separate property.

4. DEBTS. (A) It is agreed that Wife will pay and continue to pay all the accounts and debts that she has incurred since the parties' separation and shall hold Husband harmless on any and all said accounts or debts.

(B) It is agreed that Husband will pay and continue to pay all the accounts and debts that he has incurred since the parties' separation and shall hold Wife harmless on any and all said accounts or debts.

(C) The parties agree to close all joint accounts.

(D) In the event a creditor of either party seeks to compel the other party 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 the 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.

(E) If in connection with any joint federal income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both parties, depending on whether the deficiency arose out of the individual income of one or other of the parties (and if so, to what extent), or out of a joint deduction.

5. BANK ACCOUNTS. The parties shall keep their respective checking, institutional and savings accounts.

6. LIFE INSURANCE. Wife shall maintain life insurance with a face amount of $68,000.00 and shall maintain the parties' minor child

as the sole irrevocable beneficiary. Husband shall maintain life insurance with a face amount of $25,000.00 and shall maintain the parties' minor child as the sole irrevocable beneficiary. Wife shall be allowed to maintain, at her discretion, the current policy she owns on the life of the Husband with a face amount of $25,000.00, and Husband acknowledges he has no right, title and interest in the policy.

7. REAL PROPERTY. (A) It is agreed that the house and lot titled in Wife's name shall be vested solely in Wife. Said property is located at 1920 19th Avenue, South, Nashville, Tennessee, 37212, and is more specifically described in Book 6902, Page 798 of the Register of Deeds Office, Davidson County, Tennessee, to wit:

> Land in Davidson County, Tennessee, being the northerly 75, feet of Lot No. 46 on the Plan of Christopher and Kirkman's Belmont Park Addition to Nashville, as of record in Book No. 57, Page 158, Register's Office for said county.
>
> Said Part of Lot No. 46 fronts 75 feet on the easterly side of 19th Avenue, South, Formerly Avondale Avenue, and runs back, between parallel lines, 159 feet to an alley.
>
> Being the same property conveyed to Vickie Kilgore East from Tom and Daryl Durham by Warranty Deed registered in Book 6902, Page 798 of the Register of Deeds Office, Davidson County, Tennessee.

Wife shall pay the mortgage to Lincoln Service Corporation and hold the Husband harmless on said debt.

8. AUTOMOBILES. The 1985 Nissan Stanza shall be vested solely in the Wife, and Wife assumes full responsibility for the payment of any indebtednesses due on said vehicle to Newspaper Printing Corporation Credit Union. The 1986 Pontiac 6000 shall be vested solely in the Husband, and Husband assumes full responsibility for the payment to GMAC.

9. MAIDEN NAME. the Wife shall be restored to her maiden name of KILGORE.

10. ATTORNEYS FEES. Each party shall be responsible for payment of his or her attorneys fees.

11. COURT COSTS. Any costs of the Court incurred as a result of the pending action for absolute divorce shall be paid by Wife.

12. 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 attorneys fees, incurred in prosecuting this action.

13. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

14. 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, courtesy, 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 Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

15. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

VICKIE L. EAST

Sworn to and subscribed before me this __ day of _____, 1988.

NOTARY PUBLIC

My Commission Expires: 1-7-91

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ Williamson)

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JAMES CARLYLE ~~EAST~~

Sworn to and subscribed before me this 31st day of May, 1987.

Karen Kay Bohannon
NOTARY PUBLIC

My Commission Expires: January 23, 1991

IT IS FURTHER ORDERED AND ADJUDGED that, unless specifically ordered by the Court, the Husband shall not pro rate or reduce the child support ordered in paragraph number 2 of the Marital Dissolution Agreement.

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are adjudged against the Wife for which execution may issue, if necessary.

ENTERED this the 7th day of July, 1988.

JUDGE

Prepared by:

Margaret L. Behm #5123
DODSON, PARKER, SHIPLEY, BEHM & SEABORG
306 Gay Street
400 Realtor's Building
Nashville, TN 37201
615/254-2291

FILED FOR REGISTRATION
CAMPBELL COUNTY, TN
Jan 17 3 03 PM '89
FRANK J. MILTON, JR.
REGISTER

FIFTH DEFERENCE

0 1 9 4 5

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to James Carlyle East, P.O. Box 139, Columbia Highway, Thompson Station, TN 37064, this the 1 day of July, 1988.

Margaret L. Behm

6799 01/17 0101 03CHECK 21.00

I, JOE HERBERT, CLERK OF CIRCUIT COURT, WILLIAMSON COUNTY DO HEREBY CERTIFY THE FOREGOING IS A TRUE AND PERFECT COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CAUSE Vickie East vs James Carlyle East
BOOK 76 PAGE 209-212
IN TESTIMONY WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE COURT, AT THE COURTHOUSE AT FRANKLIN.
THIS 11th DAY OF January 1989
Joan Herbert CLERK

Joe Herbert, Circuit Court Clerk, Williamson County, Tennessee, do hereby certify that a copy of true (judgment) has been mailed to
This 7th day of July, 1988
Joan Herbert

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