IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

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CLERK L. REGER, CLERK
K. Sourlock D.C.

MAI DELOISE POINTER,
726 South 13th Street,
Nashville, TN 37206

Plaintiff,

vs.

OSCAR POINTER, JR.
2492 26th Avenue, North,
Nashville, TN 37208,

Defendant.

No. 88D-519

Map 94-1
Par 192

FINAL JUDGMENT OF DIVORCE

This cause came to be heard on the 8th day of November, 1988, before the Honorable James R. Everett, Jr., Judge, upon the Complaint for Divorce filed on February 3, 1988, personal service of process on the defendant on February 16, 1988, the parties' Marital Dissolution Agreement (signed by plaintiff on October 31, 1988, and by defendant on November 1, 1988), the Agreed Order Withdrawing Answer and Dismissing Counterclaim, the sworn testimony of the plaintiff in open Court, statements of plaintiff's attorney, and the entire record herein; from all of which the Court finds that the allegations of the Complaint are sustained by the proof; that is, that the parties have irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the custody and maintenance of the parties' minor child and for the equitable settlement of any and all property rights between the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Mai Deloise Pointer, is awarded an absolute divorce from the defendant, Oscar Pointer, Jr., and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the Marital Dissolution Agreement executed by the parties is approved by the Court and incorporated herein as follows.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

MAI DELOISE POINTER, **726 South 13th Street** **Nashville, TN 37206,** **Plaintiff,** **vs.** **OSCAR POINTER, JR.** **2492 25th Avenue North** **Nashville, TN 37208,** **Defendant.**	)	**No. 88D-519**

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between Mai Deloise Pointer, hereinafter called Wife, and Oscar Pointer, Jr. hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since April 19, 1987, and there has been born of this union a minor child, namely Toshiba Shocosha Shannon (born May 11, 1983);

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 Probate Court for 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, covenants, and undertakings hereinafter more fully set forth, and for other good and valuable considerations, the parties agree as follows:

1. **CUSTODY**. Wife shall have sole care, custody, and control of the parties' minor child, Toshiba Shokosha Shannon.

2. **VISITATION**. Husband shall have visitation rights with the parties' minor child every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m., and every Wednesday from 6:00 p.m. to 8:00 p.m. Husband shall pick up the child at Wife's residence and shall return the child to Wife's residence. Visitation is for the benefit of the minor child.

3. **CHILD SUPPORT**.

A. Husband shall pay Wife as child support Sixty Dollars ($60.00) per week, beginning on the date a final decree of divorce is entered by the Probate Court of Davidson County, said payments to be made to the Clerk of the Circuit Court, Room 506, Metropolitan Courthouse, Nashville, Tennessee 37201, plus the Clerk's lawful fee of five percent ($3.00), for a total payment of Sixty-three dollars ($63.00) per week. Unless specifically ordered by the Court, the child support of $60.00 per week shall not be reduced. Husband shall pay the child support by means of an income assignment pursuant to Tenn. Code Ann. § 36-5-501. Husband shall make the child support payments of Sixty-three dollars ($63.00) per week to the Clerk's office until his employer begins to do so pursuant to the income assignment.

B. Husband's employer, United Service, 915 5th Avenue North, Nashville, Tennessee 37219 shall deduct Sixty-three dollars ($63.00) from Husband's paycheck each week and shall forward said sum on a weekly basis to the Office of the Circuit Court Clerk, Room 506, Metropolitan Courthouse, Nashville, Tennessee 37201. This income assignment is binding upon successive employers. This assignment shall not be used by any employer as a basis for discharge or any disciplinary action against Husband. United Service and all successive employers shall notify the

Circuit Court Clerk upon termination of Husband's employment or income payments, and shall provide the Clerk with Husband's last known address and the name and address of Husband's new employer or source of income if known. Husband shall notify the Circuit Court Clerk and Wife of each and every change in his home and work addresses within twenty (20) days after such a change.

4. CHILD'S MEDICAL AND DENTAL EXPENSES. Husband shall be fully responsible for all medical and dental expenses of the minor child. Husband shall obtain and maintain hospitalization and major medical insurance covering the parties' minor child. Husband shall maintain hospitalization and major medical insurance covering the minor child of the parties at all times while the child is a minor. If said hospitalization and major medical insurance is available in connection with Husband's employment, and Husband's employment terminates, Husband shall obtain and maintain other medical and hospitalization insurance covering the parties' minor child. Husband shall furnish to Wife the name of the insurance company, the group number (if said policy is a group policy), and the policy number. Husband shall furnish to Wife all documents necessary for the submission of claims for benefits under said insurance. Husband shall, upon Wife's demand, exhibit to Wife evidence that the said insurance is in full force and effect. Husband shall pay all medical and dental expenses not covered by said insurance, including, but not limited to, deductibles and coinsurance payments. Medical expenses include eyeglasses.

5. LIFE INSURANCE FOR BENEFIT OF CHILD. Husband shall keep all of his life insurance in effect, and shall designate and keep the parties' minor child as sole beneficiary on all said insurance. Husband shall maintain life insurance on himself in the face value of at least Twenty Thousand Dollars ($20,000) at all times until the

parties' child reaches the age of eighteen (18) years old, and shall maintain the parties' child as sole beneficiary at all times until the child reaches the age of eighteen (18) years old. If said life insurance is available in connection with Husband's employment, and Husband's employment terminates, Husband shall obtain and maintain other life insurance in the face value of at least Twenty Thousand Dollars ($20,000), and shall designate and maintain the parties' minor child as sole beneficiary. Husband shall not pledge, borrow against, or encumber said insurance policies. For each and every policy (including group and individual policies) presently insuring Husband's life, and for each and every life insurance policy which he is required by this Marital Dissolution Agreement to obtain and maintain, Husband shall give to Wife the name and address of the insurance company which issued the policy, the policy number, the group number (if said policy is a group policy), and the name and address of the insurance agent through whom the policy was obtained. Husband shall, upon Wife's demand, exhibit to Wife evidence that the said insurance is in full force and effect, and that the child is the sole and equal beneficiary as required above.

6. **DEPENDENCY EXEMPTION**. Husband shall sign and furnish to Wife a written declaration that he will not claim the parties' minor child as a dependent on his federal income tax return for the tax year of 1988. Husband shall sign and furnish said declaration so that Wife may claim the child as a dependent on her federal income tax return.

7. **ALIMONY**. Husband shall pay directly to Wife Four Hundred and Forty-Three Dollars ($443.00), representing one-half of the debts of the marriage. Husband shall pay Two Hundred and Fifty Dollars ($250.00) of the debts of the marriage to Wife within ten (10) days of the date of the entrance of the order of final divorce. Husband shall pay the remaining One Hundred and Ninety-Three Dollars ($193.00)

to Wife in ten weekly installments of Nineteen Dollars and Thirty Cents ($19.30). Wife shall be fully responsible for all other debts of the marriage.

8. **PERSONAL PROPERTY**. The parties agree to divide equally the personal property of the marriage. The items of personal property subject to equal division among the parties are: microwave oven, air conditioner, dining room table and chairs, silverware set, lawn mower, clothes, brass lamp, ice chest, living room suite, coffee table and end table, stereo receiver and two speakers, albums, wall mirror, two ashley end tables and one coffee table, small television, videocassette recorder, 15 VCR tapes, and 19 inch color television. Any personal property of the marriage other than the items listed above which are in the possession of Husband shall be the sole property of Husband. Any personal property of the marriage other than the items listed above which are in the possession of Wife shall be the sole property of Wife.

9. **BANK ACCOUNTS**. The parties shall keep their respective checking accounts and savings accounts.

10. **REAL PROPERTY**. The house and lot titled in the parties' names shall be vested solely in Wife. Husband shall be divested of all right, title, and interest in said property; and all right, title, and interest in said property shall be vested in Wife. Said property is located at 726 South 13th Street, Nashville, Tennessee 37206 which is in the First Civil District of Davidson County Tennessee, and is more specifically described in Deed Book 6852, page 523, of the Register of Deeds Office, Davidson County, Tennessee, as follows:

> Being Lot No. 173 as shown on the Plan of Payne, Blakemore and Cummings Addition to Nashville, of record in Plan Book 57, Page 70, Register's Office for said County.
>
> Said Lot No. 173 fronts 50 feet on the west side of South 13th Street and runs back between parallel lines 150 feet to a dead line and measures 50 feet thereon.

11. **DEBTS**. Wife shall pay and continue to pay all joint debts that were made during the marriage, and shall indemnify and hold Husband harmless on said debts.

12. **ATTORNEY'S FEES**. Each party shall be responsible for his/her own attorney's fee.

13. **COURT COSTS**. Husband shall pay the litigation tax and all costs of Court incurred as a result of the pending action for absolute divorce.

14. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing which shall reasonably be required for the purposes of effectuating the provisions and intent of this Marital Dissolution Agreement.

15. Subject to the provisions of this Marital Dissolution Agreement, Wife shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Husband or his estate may be or become liable. If Wife does incur such a debt, Wife shall indemnify and hold harmless Husband to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorneys fees. Subject to the provisions of this Marital Dissolution Agreement, Husband shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Wife or her estate may be or become liable. If Husband does incur such a debt, Husband shall indemnify and hold harmless Wife to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorneys fees.

16. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the

other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and rights, in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

17. In the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Marital Dissolution Agreement, he or she shall also be entitled to a judgment for reasonable expenses incurred in prosecuting such action including, but not limited to, attorneys fees and courts costs.

18. The parties desire that this Marital Dissolution Agreement be incorporated as a part of any final judgment of divorce that may hereafter be entered in the Probate Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

19. This Marital Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understandings between them, other than those agreements and understandings expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them, other than those expressly mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes

and merges any and all prior agreements between the parties, including both oral and written prior agreements.

20. The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Wife was represented by her attorneys in connection with the negotiation and preparation of this Marital Dissolution Agreement; Husband represented himself. Each party acknowledges that he/she has read this Marital Dissolution 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 Marital Dissolution Agreement.

IN WITNESS WHEREOF, Wife has signed this Marital Dissolution Agreement on October 31, 1988, and Husband has signed this Marital Dissolution Agreement on November 1, 1988.

Mai Deloise Pointer
MAI DELOISE POINTER
Date: 10/31/88

Oscar Pointer Jr.
OSCAR POINTER, JR.
Date: 11-1-88

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Mai Deloise Pointer, with whom I am personally acquainted, and who acknowledged that she executed the within Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal this 31st day of October, 1988.

NOTARY PUBLIC

My commission expires: March 11, 1990

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Oscar Pointer, Jr., with whom I am personally acquainted, and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal this 1st day of November, 1988.

NOTARY PUBLIC

My commission expires: 5-13-89

JONATHAN JAY CHEATWOOD
(Specially admitted to practice pursuant to Supreme Court Rule 7, § 10.03)

OSCAR POINTER, JR.
2492 26th Avenue North
Nashville, Tennessee 37208
(615) 255-9707

Pro Se

CHRISTY GHERLEIN
(Specially admitted to practice pursuant to Supreme Court Rule 7, § 10.03)

FRANK S. BLOCH
Vanderbilt Legal Clinic
Vanderbilt Law School
Nashville, Tennessee 37240
Telephone: (615) 322-4964

Attorneys for Wife

IT IS FURTHER ORDERED AND ADJUDGED that Oscar Pointer, Jr. shall pay the litigation tax and costs of this cause, for which execution may issue if necessary.

The address of the plaintiff-wife, Mai Deloise Pointer, is 726 South 13th Street, Nashville, TN 37206. The address of the defendant-husband, Oscar Pointer, Jr., is 2492 26th Avenue, North, Nashville, TN 37208.

ENTERED this 15 day of Nov, 198___.

JAMES R. EVERETT, JR.
JUDGE

APPROVED FOR ENTRY:

Jay Cheatwood

JONATHAN JAY CHEATWOOD
CHRISTY L. GHERLEIN
(Specially admitted to practice pursuant to Supreme Court Rule 7, § 10.03)

FRANK S. BLOCH
Registration No. 6974
Vanderbilt Legal Clinic
Vanderbilt School of Law
Nashville, Tennessee 37240
(615) 322-4964

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Judgment of Divorce was mailed to Oscar Pointer, Jr., defendant, at 2492 26th Avenue, North, Nashville, Tennessee 37208, and at 618 McFerrin Avenue, Nashville, Tennessee 37206, this 8th day of November 1988.

Frank S. Bloch

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mail to:
Jonathan Jay Cleatwood
Vanderbilt Legal Clinic
Vanderbilt Law School
Nashville TN 37240

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN
JAN 19 11 17 AM '89

IDENTIFICATION REFERENCE

02505

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* 16th *day of* November, *19*88, *in Case Number* 88D-519 *between* Mai Heloise Pointer *Plaintiff, and* Oscar Pointer Jr *Defendant, as same remains of record in Book* 45A, *Page* 399 *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* 18th *day of* November *in the year one thousand nine hundred and* 88 *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117