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GEORGE L. HOOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR THE STATE OF TENNESSEE

TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY

BOOK 7767 PAGE 215

PATRICIA DIANN MAJORS,
PLAINTIFF

v.

No. 88D-2341

MAP 28-00
PARCEL 27

TIMOTHY WAYNE MAJORS,
DEFENDANT

FINAL DECREE

This cause came on to be heard on the 17th day of October, 1988, before The Honorable Muriel Robinson, Judge, on a Complaint for a divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, PATRICIA DIANN MAJORS, is hereby awarded an absolute divorce from the Defendant, TIMOTHY WAYNE MAJORS, on the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court, and the Court affirmatively finds, that the parties hereto have made adequate and sufficient provision by written agreement for the custody and maintenance of the minor children of the marriage and for equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

BOOK 7767 PAGE 216

**IN THE FOURTH CIRCUIT COURT FOR THE STATE OF TENNESSEE**

**TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY**

PATRICIA DIANN MAJORS,

PLAINTIFF

VS. NO. 88D-2341

TIMOTHY WAYNE MAJORS,

DEFENDANT

**MARITAL DISSOLUTION AGREEMENT**

This Agreement entered into between PATRICIA DIANN MAJORS (Wife) and TIMOTHY WAYNE MAJORS (Husband);

**W I T N E S S E T H :**

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for absolute divorce styled PATRICIA DIANN MAJORS V. TIMOTHY WAYNE MAJORS, Docket No. 88D-2341; and

WHEREAS, the parties desire to agree upon and fix their rights and duties with regard to their respective estates and all other matters concerning their rights and duties arising by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all other matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. CUSTODY

Wife shall have and retain the sole and exclusive care, custody and control of the minor children of the parties, Jeremy DeWayne Majors and Timothy Jason Majors, subject to reasonable visitation rights on the part of the Husband.

2. **VISITATION**

Husband shall have the right to visitation with said minor children every other weekend from Friday at 6:00 P.M. through Sunday at 6:00 P.M. The Husband shall further have visitation with the children one additional evening per week from 6:00 P.M. to 8:00 P.M., with the parties to agree upon the day of the week which is convenient in light of school and other activities. Further the Husband shall have visitation with the minor children for two weeks each summer, not necessarily consecutive. The Husband shall give the Wife two weeks notice in writing of his intent to exercise his summer visitation. The Husband shall also have visitation with the minor children for the Christmas holidays in odd numbered years from the date school lets out for the holidays until 11:00 A.M. Christmas morning, at which time they shall be returned to the Wife. On even numbered years, the Husband shall have the minor children from 11:00 A.M. on Christmas morning until 6:00 P.M. of the evening before school resumes for the new year. The Husband shall further have visitation with the minor children on alternate major holidays, which are defined to be Easter, Memorial Day, Independence Day, Labor Day and Thanksgiving, with the holiday visitation altering each year. Husband's visitation shall take place within the State of Tennessee, and the Husband is not allowed to remove the children from the State of Tennessee absent written agreement by the Wife. Additionally, the Husband's visitation is limited insofar that he shall not visit said children when he is intoxicated or when he has been drinking, nor shall he drink while visiting with the children. The parties expressly understand that visitation is for the benefit of the minor children.

3. **CHILD SUPPORT**

It is agreed that Husband shall pay to the Wife as child support the sum of One Hundred Dollars ($100.00) per week, said payments to be made to the Clerk of this Court, together with the lawful clerk's commission of five percent (5%), Five Dollars

($5.00), for a total payment of One Hundred Five Dollars ($105.00) per week. These payments shall begin on the first Friday after the entry of the Decree in this cause; direct payment of One Hundred Dollars ($100.00) per week shall be made directly to the Wife beginning the first Friday after execution of this Agreement. The direct payments shall continue until the first payment under the Decree is made to the Court Clerk as described above. Additionally, the Wife currently maintains health insurance for the benefit of the minor children, and the Husband agrees to be responsible for one-half of any and all dental, medical, pharmaceutical, optometric and other vision expenses, orthodontic, psychiatric, psychological or any other physical or mental health-related expenses not covered by the Wife's insurance. The Husband shall further be responsible for one-half of all educational supplies, tuition, school related sports fees, and equipment. All of said expenses are considered to be child support.

5. **REAL PROPERTY**

It is agreed that the house and lot titled in the parties and located at 5052 Ridge Road, Joelton, Tennessee, shall be vested solely in the Wife and divested out of the Husband, and that if this Marital Dissolution Agreement is made a part of a Decree of Divorce the Divorce Decree itself shall operate to vest the property in the Wife and divest it out of the Husband. If the Wife sells the property within two years of the date of execution of this Agreement, the equity at that time shall be divided equally between the parties. The Wife shall assume all indebtedness on said real estate and shall hold the Husband harmless and indemnify him as to said property. The property is described as follows:

> BEGINNING at an iron spike in the center line of Ridge Road 913 feet, more or less, from the center line of Grays Point Road, being the southwest corner of a tract of 1.34 acres, more or less, that was conveyed to Farriss E. Pemberton and wife, by deed from Berlie Pemberton and wife, of record in Book 2497, page 103, Register's office for said County; thence with the center line of said road south 60 degrees 30' west 100 feet; thence

south 52 degrees 07' west 165 feet to an iron spike; thence leaving said road north 4 degrees 30' west 310 feet to an iron pin near the south bank of Spring Branch; thence north 68 degrees 57' east crossing Spring Branch 238.4 feet to an iron pin near the north bank of said branch, being the northwest corner of the Farriss Pemberton lot above referred to; thence with his west line south 4 degrees 30' east 242.2 feet to the point of beginning, containing 1.39 acres, more or less.

Being part of the same property conveyed to Timothy Wayne Majors and wife, Patricia Diann Majors, by deed from Gary Wayne Parman and wife, Sandra Gail Parman, of record in Book 6843, page 843, said Register's Office.

6. **PERSONAL PROPERTY**

The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects in the possession of the Husband shall be his sole and separate property, and the Wife is divested of any ownership interest in said items. All furniture, furnishings and personal effects in the possession of the Wife shall be her sole and separate property, and the Husband is divested of any ownership interest in said items.

7. **MOTOR VEHICLES**

The 1985 Ford Escort shall be vested solely in the Wife and divested totally out of the Husband, and the Wife assumes full responsibility for the payment of any indebtedness due on said vehicle and shall hold the Husband harmless and indemnify him regarding said vehicle. The 1987 Dodge Dakota pick-up truck shall be vested solely in the Husband and divested totally out of the Wife, and the Husband assumes full responsibility for the payment of any indebtedness due on said vehicle and shall hold the Wife harmless and indemnify her regarding said vehicle.

8. **DEBTS**

It is agreed that the Husband shall bear all legal and financial responsibility for the following obligations:

A. Any damages and costs resulting from his motor vehicle accidents.

B. The obligation to Chrysler Credit

related to the motor vehicle the Husband is retaining.

C. The Security Pacific debt.

D. The duplex note held by Robert Hooper.

It is agreed that the Wife shall bear all legal and financial responsibility for the following obligations:

A. The obligation of Ford Motor Credit related to the motor vehicle the Wife is retaining.

B. The Blazer Credit debt.

C. The first mortgage on the real estate located at 5052 Ridge Road, Joelton, Tennessee.

9. **ATTORNEY'S FEES**

Each party is responsible for paying his or her own attorneys' fees.

10. **COURT COSTS**

It is agreed that any court costs incurred as a result of the pending action for an absolute divorce shall be paid by Wife.

11. **MODIFICATION**

No modification or waiver of any of the provisions of this Agreement shall be effective unless made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. Both parties are aware and understand that matters of custody and child support can be reviewed and modified by an appropriate Court with jurisdiction upon a proper showing of a change of circumstances in open court. Similarly, both parties understand that no modification as to child support may be made without the approval of a Court with competent jurisdiction.

12. **SEVERANCE**

Should a Court of competent jurisdiction hold that any portion of this Agreement is invalid, or make modifications

thereof, the remainder shall remain in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court of competent jurisdiction shall order.

13. **INCORPORATION**

The parties agree that this Marital Dissolution Agreement shall be incorporated in any Final Decree of Divorce that may be granted, subject to Court approval, whether in this Court or in any other Court of competent jurisdiction, and agree that it shall be ratified, approved and incorporated into the Final Decree of Divorce in its entirety.

14. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. It supersedes any other agreement between the parties, written or otherwise. The parties covenant that they have each disclosed all of their assets and liabilities to each other and there are no representations or warranties made by either party to the other except those in this Agreement.

15. **CREDIT AND NON-COMPLIANCE**

From the date of execution of this Agreement neither party will incur any indebtedness upon the credit of the other. Should this covenant be broken and one party is voluntarily or involuntarily required to pay an obligation incurred by the other party, or should one party be voluntarily or involuntarily required to pay any other obligation assumed by the other party under this Agreement, the party who makes such payment shall be entitled to indemnity from the other party for all monies paid, including the obligation itself, reasonable attorney's fees actually incurred, and interest actually paid. Further, to the extent not mentioned in this Agreement, any debt currently existing as to any property which becomes titled in a party shall become the debt of that party and that party shall indemnify and hold harmless the other party regarding said debt. For the purpose of this paragraph these obligations shall be considered the support of a person within the meaning of the applicable

bankruptcy laws and shall be treated as non-dischargeable under those laws, that being the intention of the parties.

16. **VOLUNTARY EXECUTION**

Each party acknowledges that this Agreement has been entered into of his or her own volition, with full knowledge and information of the consequences. In certain instances, it represents a compromise of the disputed issues. Each believes the terms and conditions to be fair and equitable under the circumstances, and recognizes that no undue influence, fraud, coercion, or misrepresentation has been made. Each party agrees that the provisions of this Agreement are fair and equitable, make adequate provision for the minor children, are in the best interests of the minor children of the parties, and are entered into voluntarily.

17. **CONSTRUCTION**

This Agreement constitutes the entire agreement between the parties. It supersedes any other agreement between the parties, written or otherwise. The parties covenant that they have each disclosed all of their assets and liabilities to each other and there are no representations or warranties made by either party to the other except those in this Agreement. Each party acknowledges that no other representations have been made as an inducement to enter into this Agreement other than as set forth herein.

IN WITNESS WHEREOF, the parties have set their signatures this 3rd day of October, 1988.

Patricia Diann Majors
PATRICIA DIANN MAJORS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the said PATRICIA DIANN MAJORS with whom I am personally acquainted and who acknowledged she had read the foregoing document and that its contents were true and accurate to the best of her knowledge, information and belief.

Sworn to and subscribed before me this 29th day of September, 1988.

NOTARY PUBLIC

My commission expires: May 20, 1992.

Timothy Wayne Majors
TIMOTHY WAYNE MAJORS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the said TIMOTHY WAYNE MAJORS, with whom I am personally acquainted and who acknowledged that he had read the foregoing document and that its contents were true and accurate to the best of his knowledge, information and belief.

Sworn to and subscribed before me this 3rd day of October, 1988.

NOTARY PUBLIC

My commission expires: May 20, 1992.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the child support unless specifically ordered by the Court shall not be reduced or prorated.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon the signing of this Order the attorney for the Plaintiff is relieved of his duties as attorney of record for the Plaintiff in this cause.

The current address of the Plaintiff is: 5052 Ridge Road, Joelton, Tennessee 37080.

The current address of the Defendant is: 2308 Winford Avenue, Nashville, Tennessee 37211.

Final costs of this cause shall be assessed against the Plaintiff for which execution may issue if necessary.

THIS 17th day of October, 1988.

JUDGE

APPROVED FOR ENTRY:

JOHN D. KITCH, #4569
ATTORNEY FOR PLAINTIFF
Suite 305
2300 Hillsboro Road
Nashville, Tennessee 37212
385-9911

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent by postage prepaid mail to Mr. Timothy Wayne Majors, 2308 Winford Avenue, Nashville, Tennessee 37211, this 17th day of October, 1988.

JOHN D. KITCH

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# 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* Seventeenth *day of* October, *19* 88, *in Case Number* 88D-2341 *between* Patricia Diann Majors *Plaintiff, and* Timothy Wayne Majors *Defendant, as same remains of record in Book* 173B, *Page* 1093 *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* 20th *day of* January *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213 *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* Barbara Eddings *D.C.*

Form #GR-117