IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1988 MAR 17 PM 3:40
GEORGE L. HOOKER, CLERK
B. Spurlock D.C.

83-1-180

PEGGY WOOD WHITE)
)
VS.) No. 88D-40
)
GLENN STONE WHITE)

BOOK 7792 PAGE 194

FINAL DECREE

This cause came on to be heard on the 17th day of March, 1988, before the Honorable JAMES EVERTT, Judge of the Probate Court for Nashville, Davidson County, Tennessee, upon the Complaint of the plaintiff, a notarized Marital Dissolution Agreement attached thereto, testimony of the witnesses, and the entire record, all from which the Court finds as follows. That from the testimony presented to the Court it appears that the parties hereto have irreconcilable differences in their marriage.

IT IS, THEREFORE ORDERED, ADJUDGED, and DECREED that the bonds of matrimony, heretofore existing by and between the parties, are hereby dissolved, and the complainant, PEGGY WOOD WHITE, is hereby awarded an absolute divorce from the defendant, GLENN STONE WHITE, upon 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 that the parties have entered into a written executed Marital Dissolution Agreement, and the Court affirmatively finds therein that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between them. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

16054

IDENTIFICATION REFERENCE

MAR 13 3 48 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

5268 03/13 0101 01CASH 15.00

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PEGGY WOOD WHITE)
)
VS.) No. 88D-4D
)
GLENN STONE WHITE)

MARTIAL DISSOLUTION AGREEMENT

This agreement is made between PEGGY WOOD WHITE, hereinafter called "Wife", and GLENN STONE WHITE, hereinafter called "Husband".

W I T N E S S E T H

WHEREAS, these parties have been married since April 1, 1977 and there has been two children born of this marriage.

WHEREAS, certain differences and difficulties have arisen between the parites, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming the 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 said divorce action shall proceed as uncontested.

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

1. CHILD CUSTODY: That the Wife shall have full care, custody and control of the parites two minor children, AMY CHERE WHITE and AMANDA JO WHITE. Further, the Husband shall have reasonable visitation rights as agreed upon by the parties.

2. CHILD SUPPORT: It is agreed that the Husband shall pay $250.00 per month for the support of his minor children. Said payments shall be due and payable on the 1st day of each month after the execution of this document.

3. REAL PROPERTY: It is agreed that the real property located at 922 Granada Avenue, Nashville, Davidson County, Tennessee 37206, shall be the sole property of the Wife with the Husband signing all necessary documents to accomplish said transfer.

4. PERSONAL PROPERTY: The parties have heretofore made an equitable distribution of all the marital property. Further, that the Wife shall maintain her 1984 Ford Bronco & 1978 Ford Granada lien due and owing thereon, holding the Husband harmless. The Husband shall maintain his Ford Pick-up Truck & Boat paying any lien due and owing thereon holding the Wife harmless.

5. DEBTS: It is agreed that the Husband shall pay any debts or charges listed in his name which have been contracted during the mariage. The Wife shall pay any debts or charges listed in her name which have been contracted during the marriage, holding the Husband harmless. Further, that each party shall be responsible for any debts or charges listed in his or her name after the date of separation.

6. INSURANCE: The Wife shall maintain hospitalization insurance on the parties two minor children. Further, that the Husband shall be responsible for 1/2 of all medical and dental expenses not covered by insurance.

7. LIFE INSURANCE: The Husband shall maintain the existing life insurance policy naming the children as beneficiaries.

8. COURT COST: That the Husband shall pay the cost of this cause.

9. The parties desire that this agreement be incorporated as a part of any Final Decree of Divorce that my hereafter be entered in the Circuit Court of Davidson County, Tennessee or in any other Court having appropriate jurisdiction of the parties, and to that end agrees that it should be submitted to the Court for its radification and approval.

10. This agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than tose expressly hand set forth.

11. It is understood and agreed by and between the parties that this agreement is entered into without undue influence, fraud or coercion or misrepresentation, or for any reason not hereinafter 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 HAND ON THIS DAY AND DATE WRITTEN BELOW.

Peggy Wood White
PEGGY WOOD WHITE, WIFE

Sworn to and subscribed before me on the 2nd day of December, 1987.

Patricia A. Hunter
NOTARY PUBLIC

My commission expires: 11/12/88

Glenn Stone White
GLENN STONE WHITE, HUSBAND

Sworn to and subscribed before me on the 7th day of December, 1987.

Susan Davis
NOTARY PUBLIC

My Commission Expires Jan. 19, 1988

My commission expires:

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, is hereby approved by the Court and made the judgement hereof in all respects.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the complainant/wife shall pay the costs of this cause, all for which let execution issue if necessary.

Entered this the 17 day of March, 1988.

JAMES EVERETT, JUDGE

APPROVED FOR ENTRY:

GALE ROBINSON
Attorney for complainant
213 Third Avenue North
Nashville, Tennessee 37201
(615) 242-5453

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was mailed to Mr. Glenn White, c/o L. M. White, Rt. 3, Box 45 AA, Springfield, Tennessee 37172, on this the 17th day of March, 1988.

GALE ROBINSON

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* 17th *day of* March, 19 88, *in Case Number* 88D-40 *between* Peggy Wood White *Plaintiff, and* Glenn Stone White *Defendant, as same remains of record in Book* 41A, *Page* 374 *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* 13th *day of* March *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*