165B|034

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
'87 OCT 27 PM 3:10
GEORGE L. ROOKER, CLERK
D. Spurlock D.C.

map 148-8
par. 216.8

RONALD WESLEY MAYNARD,

Husband/Plaintiff

VS.

Docket No. 87D-2285

SANDRA DIANE (WILLIAMS) MAYNARD,

Wife/Defendant.

BOOK 7817 PAGE 491

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 27th day of October, 1987, before the Honorable ~~Muriel Robinson~~ JOE BINKLEY SR SPECIAL, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint of Ronald Wesley Maynard, hereafter called "Husband", for an Absolute Divorce from Sandra Diane (Williams) Maynard, hereafter called "Wife", upon the ground of irreconcilable differences, and it appearing to the Court from said Complaint (filed with the Court on July 10, 1987), the testimony of Husband in open Court, statements of counsel, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Husband to an Absolute Divorce from Wife on said ground; and it further appearing that Husband and Wife have executed a written, notarized Property Settlement and Child Support Agreement, which Agreement the Court affirmatively finds does make adequate and sufficient provision for the custody and maintenance of any minor children of the marriage and for the equitable settlement of all property rights between the parties, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore it is hereby

ORDERED, ADJUDGED and DECREED that Husband, Ronald Wesley Maynard, should be and he hereby is awarded an absolute divorce from Wife, Sandra Diane (Williams) Maynard, on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. It is further

ORDERED, ADJUDGED and DECREED that the written, notarized Property Settlement and Child Support Agreement dated June 25, 1987, should be and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

PROPERTY SETTLEMENT AND CHILD SUPPORT AGREEMENT

THIS AGREEMENT, made and entered into on the date(s) set forth beside the signatures below, by and between Ronald Wesley Maynard, hereinafter called "Husband", and Sandra Diane (Williams) Maynard, hereinafter called "Wife", as follows:

WHEREAS, there is now pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce, Case No. 87D-2285, wherein Husband is seeking an absolute divorce from Wife on the ground of irreconcilable differences, and there being such irreconcilable differences between the parties that they can no longer live together as husband and wife, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights and marital debts;

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the ground of irreconcilable differences; and

WHEREAS, Wife acknowledges that this Agreement, when notarized, shall also serve as statutory service of process upon her in lieu of personal service; so

WHEREFORE, in final settlement, adjustment and compromise of all matters relating to property rights, and all other matters relating to or arising out of the marriage relationship, and in consideration of the mutual promises and covenants herein set forth, Husband and Wife mutually covenant and agree as follows:

1. Wife shall have sole and exclusive care, custody and control of the parties' minor child, Ronald Edward Maynard, age 14, subject to reasonable and liberal visitation privileges, which shall be and are vested in Husband. Husband shall pay directly to Wife, for the support and maintenance of the minor child, the sum of $300.00 per month, with said payments to commence immediately upon the signing and execution of this Agreement, and to continue for each month thereafter until the minor child shall have attained his eighteenth (18th) birthday, or shall have graduated from high school, whichever event shall last occur.

2. Husband shall be and is divested of any right, title or interest in and to the real property located at 805 Xavier Court, Antioch, Davidson County, Tennessee, 37013, said real property being more particularly described hereinafter below, as follows:

> Land in Davidson County, Tennessee, being Lot No. 185 on the plan of Section Ten, Terragon Trails, of record in Book 5190, Page 173, Register's Office for said County.
>
> Said Lot No. 185 fronts 25.0 feet on the northeasterly margin of the cul-de-sac at the terminus of Xavier Court and extends back 124.22 feet on the easterly line and 103.00 feet on the southwesterly line to a broken line in the rear, measuring 228.30 feet thereon.
>
> Being the same property conveyed to Ronald W. Maynard, et ux Sandra Maynard, by Warranty Deed from Marion Thurman and wife, Eva M. Thurman, of record in Book 5531, Page 738, Register's Office for Davidson County, Tennessee.

3. Husband agrees that Wife shall have the sole and exclusive possession and use of the parties residence located at 805 Xavier Court, Antioch, Tennessee, 370137, described above, and that she shall be and is vested with sole right, title and interest in and to said real property. Wife shall be and is solely responsible for the mortgage and all utilities and any other expenses attributable to said real property, and she shall hold harmless and indemnify Husband for same.

4. Husband shall be and is divested of any right, title or interest in and to all of the personal property located at the above residence, and all items of personal property located therein shall be the sole and exclusive property of Wife.

5. Wife shall be and is divested of any right, title or interest in and to all of the personal property located at the residence of Husband, 3939 Apache Trail, Apt. E-9, Antioch, Tennessee, 37013, and all items of personal property located therein shall be the sole and exclusive property of Husband.

6. Husband shall be and is divested of any right, title or interest in and to the 1976 Chevrolet automobile, and Wife shall be and is vested with sole right, title and interest in and to said vehicle, and she shall be solely responsible for any indebtedness associated therewith. Wife shall be and is divested of any right, title or interest in to the 1974 Oldsmobile Cutlass automobile, and Husband shall be and is vested with sole, right, title and interest in and to said vehicle, and he shall be solely responsible for any indebtedness associated therewith. Each party shall be solely responsible for all insurance and maintenance associated with his or her vehicle.

7. Husband shall be and is solely responsible for the following indebtednesses of the parties: Castner Knott; City Finance, Cain Sloan, Husband's Master Charge, Associates Finance, MediCount and GECC, and he shall hold harmless and indemnify Wife for same.

8. Wife shall be and is solely responsible for the following indebtednesses: Wife's Master Charge, and Wife's Visa, and she shall hold harmless and indemnify Husband for same.

9. Husband agrees that he shall continue to maintain medical insurance on the minor child, and each party shall be responsible for one-half (1/2) of the costs associated with any uninsured expenses incurred for the benefit of the minor child for hospitalization, dental care, optometric care, or orthodontic care provided for the minor child, not otherwise covered by Husband's medical insurance plan. In addition, Husband shall continue to maintain automobile insurance upon the vehicle being driven by the adult child of the parties which shall remain in force until such time as the adult child can obtain a suitable substitute policy.

10. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Code, this obligation being part of the financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Property Settlement and Child Support Agreement.

11. Husband and Wife each agree to execute any documents or instruments which are, or may become, necessary to implement the terms and intents of this Agreement.

12. Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

13. Further, Wife acknowledges that Attorney David R. Kennedy represents Husband, and not Wife; that she understands that she has the right to be represented by her own attorney now, or at any time during this divorce proceeding; and that she is not relying upon any representations or advice by David R. Kennedy, in entering into this Agreement.

14. Husband shall be and is solely responsible for all the costs of this cause, for which let execution issue if necessary.

15. This Agreement shall be submitted to the Court and, if approved, shall be incorporated into any Final Decree of divorce granted to the Husband on the ground of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

WITNESS OUR HANDS the date(s) set forth below.

/s/ Ronald Wesley Maynard
RONALD WESLEY MAYNARD
"Husband"

6/25/87
Date

/s/ Sandra Diane Williams Maynard
SANDRA DIANE (WILLIAMS) MAYNARD
"Wife"

6/24/87
Date

* * * * *

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Sandra Diane (Williams) Maynard, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Property Settlement and Child Support Agreement as "Wife", for the purposes therein contained, this the 24th day of June, 1987.

/s/ Trudy Y. Gardner
NOTARY PUBLIC

My Commission Expires: 11/12/89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Ronald Wesley Maynard, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Property Settlement and Child Support Agreement as "Husband", for the purposes therein contained, this the 25th day of June, 1987.

/s/ David R. Kennedy
NOTARY PUBLIC

My Commission Expires: 5/13/90

The current addresses of the parties are as follows:

Husband: Ronald Wesley Maynard
3939 Apache Trail, Apt. E-9
Antioch, TN 37013

Wife: Sandra Diane (Williams) Maynard
805 Xavier Court
Antioch, TN 37013

It is further ORDERED that in the event the obligor parent is thirty (30) days delinquent in support as set out above and upon the obligee parent making written application, the Clerk of the Court will issue an immediate wage assignment to the obligor's employer as provided by Section 36-5-501 T.C.A. Upon application being made, the Clerk will immediately give advance notice of the assignment to the obligor parent. Further, unless specifically ordered by the Court, such support shall not be reduced or prorated.

It is further ORDERED that Husband shall be and is solely responsible for all of the Court costs associated herewith, for which let execution issue if necessary.

ENTERED this the 27 day of October, 1987.

JUDGE

APPROVED FOR ENTRY:

DAVID R. KENNEDY
Attorney for Husband
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
(615) 883-4998

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U. S. Mail, postage prepaid, to the Wife, Sandra Diane (Williams) Maynard, 805 Xavier Court, Antioch, TN, 37013, this the 27th day of October, 1987.

DAVID R. KENNEDY

25055

Apr 14 1 44 PM '89

5924 04/14 0101 03CHECK 21.00

BOOK 7817 PAGE 497

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* 27th *day of* October, *19* 88, *in Case Number* 88D-2285 *between* Ronald Wesley Maynard *Plaintiff, and* Sandra Diane Maynard *Defendant, as same remains of record in Book* 165B, *Page* 1034 *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* 10th *day of* November *in the year one thousand nine hundred and* eighty-eight *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D. Laurlock *D.C.*

Form #GR-117