Return to: Laura Goodall
214 2nd Ave. N
Suite 103
Nash, TN 37201
Map 136-06-0 139
020-59905

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

'88 DEC 21 PM 3:57
CLERK & MASTER
D.C.

SANDRA OVERSTREET THORNTON

VS. NO.88D-3438

PATRICK LEIGH THORNTON

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FINAL DECREE

This cause came on to be heard on the 21st day of December, 1988, before the Honorable James R. Everett, Judge, upon the original Complaint for Absolute Divorce heretofore filed by Mrs. Thornton, submission to the Court of a written Marital Dissolution Agreement heretofore signed by the parties, testimony of Mrs. Thornton, statement of Counsel in open Court, and from the entire record in this cause, from all all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. §36-4-101(11). It is therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and your Petitioner, Sandra Overstreet Thornton, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED AND ADJUDGED** by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does make adequate and sufficient provision for the equitable settlement of all property rights, and for support and maintenance of the parties minor children, which Agreement is included herein, verbatim, as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

SANDRA OVERSTREET THORNTON	]	
	]	
VS.	]	NO. _____
	]	
PATRICK LEIGH THORNTON	]	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently in the Probate Court for Davidson County, Tennessee, a Complaint for Divorce, Docket No. _____, filed by Sandra Overstreet Thornton, hereinafter referred to as "Wife", against Patrick Leigh Thornton, hereinafter referred to as "Husband.

WHEREAS, these parties are currently living together, but no cohabiting as husband and wife, but desire to enter into this Marital Dissolution Agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. DIVORCE - Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

2. CHILD CUSTODY - The parties agree to share in the joint care, custody, obligations and control of the two (2) minor children, namely Christina Leigh Thornton, d/o/b: 9/30/80; and Lori Leigh Thornton, d/o/b: 6/18/83, with wife being primary custodian. Wife shall consult with husband in the decision making as to the children's welfare and physical health. The Husband's visitation privileges shall consist a minimum of two (2) days per week to be agreed upon between the parties and any other time agreeable between the parties and liberal visitation rights shall not be unreasonably withheld.

P.2

The parties shall alternate all holidays as follows: both parties will have the minor children on Thanksgiving; Husband shall have the minor children on Christmas Eve and Wife shall have the minor children on Christmas morning; both parties shall share the Easter Holiday; both parties will share the children on their respective birthdays. Further, in the event of a major illness or sickness of either party, the other party shall have the option of taking care of the children during this period of time. The parties further agree that no financial asssistance shall be given to the children from outside sources unless both parties agree. The parental grandparents shall ahve a minimum of three visitation privileges with the children per year. Husband has the right to travel out of the State of Tennessee with the children to see their parental grandparents per this visitation agreement.

(6) CHILD SUPPORT: Husband agrees to pay directly to Wife the sum of SEVENTY-FIVE ($75.00) DOLLARS, per week, for the support and maintenance of each child. The first payment shall be due and payable the first of the month following the final entry of the Divorce Decree. Said payments shall continue until each child has obtianed the age of eighteen (18) years or otherwise graduated from his regular senior class of high school, whichever is the latter event to occur. Husband agrees to help Wife with expenses while living in the house prior to the divorce.

(7) REAL PROPERTY: The parties agree that all right, title and interest which Husband has, in and to, the real property located at 3503 Woodbridge Drive shall be divested from him and vested in Wife in fee simple absolute. Wife agrees to assume the outstanding mortgage indebtedness and further agrees to hold Husband harmless of all expense relating to the the homestead thereon. Wife acknowledges she has no vested interest in the property located at 921 Barnett Drive in Nashville, Tennessee. The home is presently in the Husband's name only and Husband agrees to assume the outstanding indebtedness on said property and further agrees to hold the Wife harmless theron. Wife agrees to sign any documents for Husband to convey title to others if sold before the entry of the Final Divorce Decree.

(7) AUTOMOBILES: All right, title and interest which Husband has, in and to, the 1985 Toyota Corolla shall be divested from him and vested in Wife. The parties acknowledge that there is no indebtedness owing on said automobile. Husband owns a 1988 Mercedes in fee simple absolute and Wife has no right in said title or interest in said autombile and Husband holds Wife harmless on any indebtedness on same.

(8) DIVISION OF MARITAL ESTATE: Husband agrees to pay Wife the sum of FIVE THOUSAND ($5,000.00) DOLLARS in a further division of the marital estate. Husband has a period of three (3) years until October 1, 1991, to pay a promissory note in full.

(9) MEDICAL INSURANCE: Husband agrees to maintain major hospital and medical insurance coverage for the parties two (2) minor children. Further, Husband agrees to pay any and all medical, dental, orthodontic, optical, dental or speech therapy expenses not covered by said insurance.

(10) LIFE INSURANCE: Husband agrees to maintain life insurance on his life in the sum of TWO HUNDRED FIFTY THOUSAND ($250,000.00) DOLLARS with Christina Leigh Thornton, Lori Leigh Thornton and Jennifer Leigh Thornton named as irrevocable beneficiaries. Further, Husand agrees to name Rolland Thornton and Lilah Thornton as Trustee of said policy. Christina and Lori Thornton's money will be held in trust until their eighteenth (18) birthdays and is to be released by Rolland Thornton or Lilah Thornton's authority only. Husband will provide proof of said coverage on an annual basis.

(11) DEBTS: Husband agrees to be held solely responsible for the foregoing debts: Visa Account No. 4327050388696, Sears Account No. 6-90659-79391-1, Castner Knott Account No. 28-805-415-49, Visa Account No. 4436-001-1407-4749, Master Card No. 5222-001-1407-4744, American Express No. 3729-084582-91006 and Visa Account No. 4325-0700-5038-8696, further, Husband agrees to pay the note owing to Sovran Bank in the approximate sum of TEN THOUSAND ($10,000.00) DOLLARS and further he agrees to pay another THREE THOUSAND ($3,000.00) DOLLAR note to Sovran Bank. Wife will not be held responsible for any indebtedness incurred through the Husband's business debts. Finally, Husband agrees to pay any and all other debts which he has incurred during the marriage until September 30, 1988, and all

credit cards are to be returned to Husband. Wife's name will be removed from all Husband's charge accounts. Husband will not be responsible for any of Wife's debts or debts relating to the marriage after September 30, 1988.

(12) ATTORNEY FEES: Each party shall pay their respective attorney fees and the Wife shall pay the final Court cost associated with this proceeding.

(13) 1987 TAX RETURN: The parties agree that if the divorce is finalized on or before January 1, 1989, they will divide equally the 1987 tax overpayment which was previously agreed to be applied to the 1988 tax return in the sum of FOUR THOUSAND, EIGHT HUNDRED, EIGHTY-THREE DOLLARS and NINE CENTS ($4,883.09). The Wife shall be entitled to receive TWO THOUSAND, FOUR HUNDRED, FORTY-ONE DOLLARS and FIFTY-FIVE CENTS ($2,441.55) credit toward her 1988 taxes and Husband shall be entitled to receive the sum of TWO THOUSAND, FOUR HUNDRED, FORTY-ONE DOLLARS and FIFTY FOUR CENTS ($2,441.54) credit to his 1988 taxes. If the divorce is fnalized after January 1, 1989, the parties agree to divide equally any 1988 tax overpayment.

(14) HOMEPLACE: Wife agrees that if she decides to sell her homeplace located at 3503 Woodbridge Drive, Nashville, Tennessee, in the furture, she agrees that Husband shall be allowed to list said property for sale; however, the parties agree to negotiate the commission at that time. Husband also will negotiate the pruchase of home for Wife and children, and which husband will receive a Commission as a licensed Real Estate Agent.

(15) FURNITURE: Wife shall receive all right, title and interest in the household furniture and furnishings located in the homeplace free from any claim from Husband.

(16) ENFORCEMENT PROVISION: In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(17) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-

dischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final 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 Agreement.

(18) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor children and in the keeping with her accustomed standard of living and her reasonable requirements.

(19) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(20) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(21) ESTATE WAIVER: 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, curtesy, 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(18) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties

acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this 15 day of December, 1988, as to the Husband, and the 15 day of December, 1988, as to the Wife.

Sandra Overstreet Thornton
SANDRA OVERSTREET THORNTON

Patrick Leigh Thornton
PATRICK LEIGH THORNTON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **SANDRA OVERSTREET THORNTON**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 15 day of December, 1988.

Lorraine George
NOTARY PUBLIC

My Commission Expires: 5-20-92

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **PATRICK LEIGH THORNTON**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 15 day of December, 1988.

NOTARY PUBLIC

My Commission Expires: 9-1-1992

It is further ORDERED AND ADJUDGED that the child support payments cannot be reduced or prorated without the prior approval of this Court.

It is further ORDERED AND ADJUDGED that the addresses of the parties are as follows:

Sandra Overstreet Thornton
3503 Woodbridge Drive
Nashville, TN 37217

Patrick Leigh Thornton
51 Century Blvd.
Suite 301
Nashville, TN 37214

It is further ORDERED AND ADJUDGED that the costs of this cause are to be taxed against Petitioner, Sandra Overstreet Thornton, for all of which excecution may issue if necessary.

Enter this 21 day of December, 1988.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: LAURA Y. GOODALL
P.R. #2486
SOLICITOR FOR MRS. THORNTON
214 Second Avenue, North
Suite 103
1 Washington Square
Nashville, Tennessee 37201
615/256-2602

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been furnished to the Charles C. Morrow, Attorney for Mr. Thornton, 3221 Nolensville Road, Nashville, TN 37214, this 21st day of December, 1988.

LAURA Y. GOODALL

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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* Probate *Circuit Court for Davidson County, Tennessee, on the* 21st *day of* December, *19* 88, *in Case Number* 88D-3438 *between* Sandra Overstreet Thornton *Plaintiff, and* Patrick Leigh Thornton *Defendant, as same remains of record in Book* 45C, *Page* 1974 *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* April *in the year one thousand nine hundred and* 89 *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117