IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

Wilma J. Phillips)
)
Plaintiff)
)
vs.)
)
Cordell L. Phillips)
)
Defendant)

CIVIL ACTION NUMBER
88D-3614

BOOK 7841 PAGE 658

FINAL DECREE

This cause came on to be heard on this the 29th day of March 1989, before The Honorable James R. Everett, Jr.,Judge, upon the original complaint, testimony of the plaintiff, statement of counsel, the marital dissolution agreement entered into by the parties, and the entire record in this cause, from all of which the Court finds that irreconcilable differences exist between the parties; that the complaint was filed on September 23, 1988; that the defendant was personally served with alias process on December 20, 1988; that the plaintiff should have an absolute divorce from the defendant and be restored to all the rights and privileges of an unmarried person; that the written marital dissolution agreement heretofore entered into between the parties provides adequate and sufficient provision for the custody and maintenance of the minor children and for the equitable settlement of any property rights between them and it should be approved and made a part of this judgment.

IT IS, THEREFORE, ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the plaintiff, Wilma J. Phillips, and the defendant, Cordell L. Phillips be and the same are hereby, forever and perpetually dissolved and for nothing held; and that the plaintiff, Wilma J. Phillips, be and is hereby granted an absolute divorce from the defendant, Cordell L. Phillips, and restored to all the rights and privileges of an unmarried person.

IT IS, FURTHER, ORDERED AND ADJUDGED by the Court that the marital dissolution agreement entered into between the parties be and the same is hereby, approved, which agreement is attached hereto as Exhibit A and is incorporated herein by reference, and which is a follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

Wilma J. Phillips
Plaintiff

VS.

Cordell L. Phillips
Defendant

NO. 88D-3614

MARITAL DISSOLUTION AGREEMENT

This agreement made and entered into between WILMA J. PHILLIPS, hereinafter referred to as "Wife", and CORDELL L. PHILLIPS, hereinafter referred to as "Husband", whose names appear sworn to below, and by which specific reference is made to the herein above cause being filed in the Probate Court of Davidson County, Tennessee at Nashville, on the ground of irreconcilable differences, being case No. 88D-3614.

W I T N E S S E T H

WHEREAS, these parties have been married since June 20, 1969, and there are two (2) minor children: Staci N. Phillips, age 17, born August 16, 1971 and Cordell L.. Phillips, Jr., age 14, born January 14, 1975 of this marriage; and,

WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconcilable; and,

WHEREAS, the parties hereto are mutually desirous of entering into an agreement of adjusting all issues in said Action relative to child custody, support, and division of property insofar as they are able without the concurrence of the Court, with respect to their rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such said divorce shall proceed as uncontested, and;

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

1. The parties agree that Wife shall be permitted to individually retain the custody and control of the minor children of the parties: Staci N. Phillips, age 17 and Cordell L. Phillips Jr., age 14. Wife agrees to grant to Husband reasonable visitation privileges with said minor children, to include the

second and fourth week-end of each month from 6:00 p.m. on Friday to 6:00 p.m. on Sunday. After the party having been granted Custody of the minor children, Staci N. Phillips and Cordell L. Phillips, Jr., shall have the sole right to claim said children as a dependent for the purposes of filing a tax return to the IRS.

2. Husband agrees to maintain in force to the Wife the sum of Four Hundred fifty-nine Dollars ($459.00) per month payable by the Social Security Administration from the Husband's disability benefits for support, maintenance and education of the minor children until each minor child reaches their majority, but not until graduation from High School. Furthermore, each of the parties shall reserve the right to petition this Court for a modification of the level of child support herein established upon a change of circumstance or in the best interest of the child in this cause.

3. The parties have agreed that Wife shall be transferred all right, title, and interest in certain real estate owned jointly located at 657 Putnam Drive, Nashville, Tennessee. The parcel of land in Davidson County, State of Tennessee, described as follows as recorded in Book 5707, Page 589, Register's Office for Davidson County, Tennessee, to-wit: MAP 58-11 Parcel - 149

> LAND in Davidson County, Tennessee, being Lot No. 74 on the Plan of Royal Hills, Section 3, as of record in Book 4860, page 47, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to construction Properties, Inc., by deed from Averbush-Morris, a partnership, of record in Book 5646, page 313, Register's Office for Davidson County, Tennessee.
>
> THIS Conveyance is subject to any and all existing restrictions and easements of record.

4. The parties agree that Husband shall be permitted to individually retain an Emerson Air Conditioner, a General Electric Freezer, a television set, one twin bed, a glass coffee table, a brown recliner chair, and all of the Husband's personal clothing and personal effects.

5. The parties agree that Husband shall be permitted to individually retain the 1978 Cadillac automobile he presently operates, and Husband agrees to assume individual responsibility for any outstanding indebtedness owed to 8th Avenue Motors for said

Automobile. The wife agrees to execute such documents of transfer as may be necessary to divest her interest in said automobile.

6. The parties agree that Wife shall be permitted to individually retain all other items of furniture, appliances, cooking utensils, silverware, pots and pans, dishes, linen, towels, and household furnishing, along with all the minor children's and Wife's personal effects.

7. The parties agree that they will mutually share (one-half each) the indebtedness owned to the Internal Revenue Service for 1988 taxes.

8. Husband shall be permitted to individually retain any bank accounts maintained solely in his name, and Wife shall be permitted to individually retain any bank accounts owned solely in her name.

9. The parties agree that all obligations for paying certain debts and/or indemnifying and holding each other harmless from any liability thereof required by the terms of this agreement shall be deemed to be support obligation under (1) U.S.C. Section 523 (5) which is not dischargeable in bankruptcy.

10. It is understood and agreed be the parties that this agreement shall be introduced in the proceedings now pending in the Probate Court for Davidson County, Tennessee, and submitted to the court for ratification and incorporation into the final decree of divorce between the parties.

11. 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, courtesy, 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.

12. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

13. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this agreement and their legal effects are fully known to each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

14. It is understood and agreed between the parties that, as a part of the consideration for the execution of this agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

15. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties or by order of the court.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the court as part of the final decree of divorce between the parties.

WITNESS OUR HAND this the 29 day of March, 1989.

Wilma J. Phillips
Wilma J. Phillips

Cordell L. Phillips
Cordell L. Phillips

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 Wilma J. Phillips, with whom I am personally acquainted, (or upon sufficient evidence provided) and who acknowledged that she executed the within instrument for the purposes therein contained.

Sworn to and subscribed before me on this the 2 day of March, 1989

My Commission Expires:
5/13/89

Bonnie J. McNally
Notary Public

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 Cordell L. Phillips, with whom I am personally acquainted, (or upon sufficient evidence provided) and who acknowledged that he executed the within instrument for the purposes therein contained.

Sworn to and subscribed before me on this the 2 day of March, 1989.

My Commission Expires:
5/13/89

Bonnie J. McNally
Notary Public

IT IS, FURTHER, ORDERED AND ADJUDGED by the Court that the wife shall pay the costs of this cause.

For all of which execution may issue, if necessary.

Enter this 29 day of March, 1989

6365 05/15 0101 03CHECK 21.00

JUDGE

TO BE ENTERED:

J.P. Barfield
Attorney for Plaintiff
Suite 420, Stahlman Building
Nashville, TN 37201
Phone: (615) 254-1267
TN SUPREME COURT REG # 11231

FILED
MAY 15 3 49 PM '89
CLERK & MASTER
DAVIDSON CO. TENN.

INSTRUMENT NUMBER

33109

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* twenty-ninth *day of* March, *1989, in Case Number* 88D-3614 *between* WILMA J. PHILLIPS, *Plaintiff, and* CORDELL L. PHILLIPS, *Defendant, as same remains of record in Book* 47A, *Page* 826 *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* 15th *day of* May *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By N L Kinnard *D.C.*

Form #GR-117