IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

VICKIE H. GODDARD)
)
Plaintiff)
)
vs.) No. 88D-3215
)
PRESTON W. GODDARD)
)
Defendant)

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FINAL DECREE

This cause came on to be heard this 29th day of November, 1988, before the Honorable Muriel Robinson, Judge, on the complaint of the Plaintiff Vickie H. Goddard, testimony of the Plaintiff, statement of counsel for the Plaintiff and the entire record. From all of this the Court is of the opinion and finds that the parties are experiencing irreconcilable differences and that the Plaintiff should be awarded an absolute divorce from the Defendant.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff Vickie H. Goddard be, and she is hereby, awarded an absolute divorce from the Defendant Preston W. Goddard and restored to all of the rights and privileges of an unmarried person.

The Court is of the opinion and further finds that the parties have entered into a marital dissolution agreement and the Court affirmatively and expressly finds that by this agreement the parties have made adequate and sufficient provisions for the custody and maintenance of the parties' minor children and for the equitable division of the parties' joint property and that said agreement should be approved and incorporated and made a part of this order.

The mailing address for the Plaintiff Vickie H. Goddard is 340 Foxglove Drive, Nashville, TN 37211.

The mailing address for the Defendant Preston W. Goddard is 705 Netherlands Drive, Hermitage, TN 37076.

It is further ORDERED, ADJUDGED and DECREED that the written marital dissolution agreement entered into by the parties be, and same is hereby, incorporated and made a part of this divorce decree by causing same to be copied verbatim herein in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

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THIS AGREEMENT made and entered into this 24th day of August, 1988, by and between Vickie H. Goddard (hereinafter referred to as the "Wife") and Preston W. Goddard (hereinafter referred to as the "Husband") at Nashville, Tennessee.

W I T N E S S E T H:

WHEREAS, a petition for divorce is being filed by and between the parties named above in the Circuit Court for Davidson County, Tennessee, under Docket No. _____; and

WHEREAS, the parties acknowledge that by signing this agreement they have made an appearance, waived personal service or process and submitted themselves to the jurisdiction of the Circuit Court of Davidson County, Tennessee, for the purpose of obtaining a divorce on the grounds of irreconcilable differences; and

WHEREAS, the parties hereto now desire to enter into this agreement for the purposes of determining custody of the parties' minor children and making final disposition of their jointly held property; and

WHEREAS, the parties hereto agree that in the event a divorce decree is granted to either party at any time after this date that the interests of the respective parties in all joint and marital property shall be determined by the terms of this agreement; and

WHEREAS, the parties have further agreed that this agreement shall be incorporated into and become a part of any divorce decree for the purposes hereinbefore stated;

NOW THEREFORE, in consideration of the premises and mutual agreements of the parties hereinbefore and after mentioned, the parties agree as follows:

1. The Wife shall have custody of Paul Bryson Sundance Goddard (born 3/17/74) and Victoria Leighann Goddard (born 5/19/80) and the Husband shall have reasonable visitation rights.

2. The Husband shall pay to the Wife the sum of Ninety 00/100 ($90.00) Dollars each week as child support. Unless specifically ordered by the Court such support shall not be reduced or prorated.

3. The Husband shall receive the Honda four wheel cycle, 1976 Invader boat, 115 horsepower Evinrude motor and the 1985 Chevrolet Blazer and he shall pay the remaining lease payments to G.M.A.C. secured by said 1985 Chevrolet Blazer and hold the Wife harmless on said indebtedness.

4. The Wife shall receive the 1985 Ford Thunderbird automobile and she shall pay the remaining lease payments to the Ford Motor Credit Corporation secured by said automobile and hold the Husband harmless on said indebtedness.

5. The Wife assumes and shall pay the balance due on the Nashville Electric Service account for the heat pump and she shall hold the Husband harmless on said indebtedness.

6. The Husband and the Wife shall each pay one-half (1/2) of the tuition, books and necessary school expenses for Victoria Leighann Goodard at David Lipscomb.

7. The Wife shall pay the sum of Eight Hundred Seventy Five ($875.00) Dollars towards the Master Card (City Bank) account and the Husband assumes and shall pay the balance of said indebtedness and the Husband shall protect the Wife and hold her harmless.

8. The Husband assumes and shall pay the balance of the Lowes credit card account and the Husband shall protect the Wife and hold her harmless.

9. The Husband shall pay the sum of One Hundred ($100.00) Dollars towards the Discover credit card account and the Wife assumes and shall pay the balance of said indebtedness and the Wife shall protect the Husband and hold him harmless.

10. The Husband shall pay the sum of Thirty ($30.00) Dollars towards the Castner Knott account and the Wife assumes and shall pay the balance of said indebtedness and the Wife shall protect the Husband and hold him harmless.

11. The Wife shall receive title to the house and lot at 340 Foxglove Drive in Nashville, Tennessee, and the Wife assumes and shall pay the balance of the first mortgage to Christine Smith and the balance of the second mortgage to the Sovran Bank and the Wife shall protect the Husband and hold him harmless on both debts. All the Husband's title and interest in said house and lot is hereby divested out of him and vested solely in the Wife.

12. The Husband shall receive title to the house and lot on Netherlands Drive in Nashville, Tennessee, the house and lot on Lischey Avenue in Nashville, Tennessee, and the thirty-two (32) acres of land on Lunn Store Road in Marshall County, Tennessee. The Husband assumes payment of all indebtedness secured by said three tracts or parcels of real property and he shall protect the Wife and hold her harmless on all such indebtedness. All of the Wife's title and interest in said real property is hereby divested out of her and vested solely in the Husband.

13. The title to the Center Hill Lake lot in Mt. View Estates shall remain vested in the parties as equal tenants in common.

14. The Wife shall maintain hospital and medical insurance on the minor children.

15. The Husband and the Wife shall each pay one-half (1/2) of all hospital, medical, dental, orthodontic and optical expenses for the minor children which are not paid by insurance.

16. The Wife shall pay the court cost and her attorney fees.

17. The Husband and the Wife acknowledge that this agreement is in their best interest and manifest best interest and ultimate welfare of their children and that this agreement constitutes the entire contract between the parties. The parties further acknowledge that the provisions of this agreement are fair, adequate, reasonable and satisfactory and that they accept these provisions in full satisfaction of all marital obligations of the Husband and the Wife to each other and that they each release and forever relinquish any claim which they may have against the other for alimony, support or property of any kind, except as provided and stated specifically herein.

IN WITNESS WHEREOF, the parties have entered into this agreement by subscribing hereto their respective signatures all as of the day and date aforesaid.

C. EDWARD COOMER

Attorney for Plaintiff

"WIFE"

Vickie H. Goddard

VICKIE H. GODDARD

"HUSBAND"

Preston W. Goddard

PRESTON W. GODDARD

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PRESTON W. GODDARD, the within named, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 24th day of August, 1988.

My Commission Expires:

11-12-89

Phyllis Keenon
NOTARY PUBLIC

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, VICKIE H. GODDARD, the within named, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 22nd day of August, 1988.

My Commission Expires:

11-12-89

Phyllis Keenon
NOTARY PUBLIC

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff Vickie H. Goddard shall pay the cost of this cause for which execution shall issue if necessary.

JUDGE

11-29-88

C. EDWARD COOMER

Attorney for Vickie H. Goddard
Reg. No. 3896

7379 05/18 0101 03CHECK 18.00

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree was mailed this 29th day of November, 1988, to Preston W. Goddard, 705 Netherlands Drive, Hermitage, TN 37076.

C. EDWARD COOMER
Attorney for Plaintiff
Suite 230
392 Harding Place
Nashville, TN 37211
331-1220

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IDENTIFICATION

MAY 18 11 15 AM '89

FELIX Z. WILSON II REGISTER

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* 29th *day of* November, *19* 88, *in Case Number* 88D-3214 *between* VICKIE H. GODDARD *Plaintiff, and* PRESTON W. GODDARD *Defendant, as same remains of record in Book* 174B, *Page* 1360 *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* 5th *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 _____, *D.C.*

Form #GR-117