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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

MAP-83-7
Pkt-307 dh

MELISSA CAROL MULLINAX,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 88D-716
	)	
CHARLES ANTHONY MULLINAX,	)	
	)	
Defendant.	)	

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the day of August 26th, 1988, before the Honorable Mac Robinson, Special, Judge of the Fourth Circuit Court of Davidson County, Tennessee, in Nashville, Tennessee. It was announced to the Court that the parties had reached a Marital Dissolution Agreement, making provisions for the disposition of all the parties' rights and obligations arising out of the marital relationship, and the parties are seeking a divorce on the grounds of irreconcilable differences and the approval of the said Marital Dissolution Agreement as announced to the Court, and filed with the Court, and incorporated in this Final Decree.

THEREUPON, upon the testimony of the Plaintiff that the differences between the parties were irreconcilable, and that the parties had entered into a notarized Marital Dissolution Agreement, which agreement is incorporated into this Final Decree, and

upon testimony of Plaintiff, statements of counsel for the parties, and the entire record in this cause, the Court finds that an absolute divorce should be granted to the Plaintiff in this cause, Melissa Carol Mullinax, and further, the Court affirmatively finds that there has been reasonable, adequate and sufficient provisions in said Marital Dissolution Agreement providing for the disposition of the rights and obligations arising out of the marital relationship by and between the parties, including present adequate and sufficient provisions for the maintenance and custody of their minor child, and the Court approves said agreement.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that:

1. The Plaintiff, MELISSA CAROL MULLINAX, is hereby granted an absolute divorce from the Defendant, CHARLES ANTHONY MULLINAX, and the marriage relationship existing between the parties heretofore is now and forever dissolved, and the Plaintiff is hereby restored to all the rights and privileges of an unmarried person.

2. The Marital Dissolution Agreement entered into by and between the parties hereto is hereby approved by the Court, and adopted by the Court as the ORDER OF THE COURT and incorporated into this Final Decree of Divorce, and the partes are ORDERED and DIRECTED to comply with said Agreement. Said Agreement provides as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of August, 1988, between MELISSA CAROL MULLINAX, hereinafter referred to as "WIFE", and CHARLES ANTHONY MULLINAX, hereinafter referred to as "HUSBAND":

WITNESSETH:

WHEREAS, the parties hereto are husband and wife, having been married on November 25, 1981, and there is one child born of said marriage, BRANDON KEITH MULLINAX, age 5.

WHEREAS, certain differences and difficulties have arisen between the parties which have caused them to determine that they can no longer continue their marriage relationship, and it is the desire of both parties to finally and forever, to determine and settle any and all property rights, all dower and homestead rights, and all other rights of whatever description existing between the parties arising out of the marital relationship. Further, to determine and agree to all matters pertaining to custodial, visitation and child support of their child.

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein made and of the acts to be performed by the parties hereto, said parties agree as follows:

1. DIVORCE: Husband agrees for wife to obtain a divorce on the grounds of irreconcilable differences subject to the Court's review and approval and including the Court's review and approval of this agreement.

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2. PERSONAL PROPERTY (Husband's): The wife agrees to convey, transfer, sell and assign, all of her rights, title, claim and interest that she may have, unto the husband, in the following described property, to wit:

a. 1983 Chevrolet pickup truck, bearing manufacturers identification #K-CDC14H2DF331809. Husband shall pay all the indebtedness owed on this vehicle and hold wife harmless from any liability or expense thereon.

b. The runabout boat and motor, a 1987 Astro Glass boat and a 1986 Yamaha motor bearing manufacturers identification #357951 and the hull bearing manufacturers identification #MFIA450 4K687, together with the usual accessories with the said boating equipment which is in his present possession and the Husband to asssume and pay any indebtedness thereon and hold Wife harmless from any liability or expense thereon.

c. Bed Room Suite and a dresser and gas grill - in his present possession.

d. Shop tools and miscellaneous tools - in his present possession.

e. One (1) black and white T.V. and two (2) color T.V.'s, all in his present possession.

f. Hall tree, china cabinet and miscellaneous kitchen utensils, towels, linens, etc. all in his present possession.

3. PERSONAL PROPERTY (Wife's): The husband agrees and does hereby convey, transfer, sell and assign, all of his rights, title, claim and interest that he may have, unto the wife, in the following described property.

(a) All other personal property/estate in her possession and/or control and including that personal property

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situated at her homeplace, 2302 Eastland Avenue, Nashville, Davidson County, Tennessee.

(b) The auto that is titled in her name and in her possession and/or control, to wit, a 1983 Buick LeSabre, 4 door Sedan, bearing Vin. #1E4AP699V0BX43792.

(c) Her 37" Color T.V. and the 24" Color Console T.V. and (1) Black & White KMC T.V. in her present possession.

4. CHILD CUSTODY/SUPPORT/VISITATION:

(a) The wife shall have the care/custody/control of the parties minor child. The husband shall have broad and reasonable visitation rights and privileges with the said minor child and the husband agrees that he will, at all times, refrain from doing anything that would be, directly or indirectly, adverse to the health, safety and welfare of the said minor child. The parties acknowledge and agree that it is their intent and desire, to, at all times, cooperate and work in a harmonious and peaceful manner, in pursuit of all matters pertaining to the health, safety and welfare of said minor child.

(b) Child Support: The husband agrees to pay to the wife, for the temporary support and maintenance of their minor child, child support, in the sum of Two Hundred Dollars ($200.00) per month, commencing on the 1st day of June, 1988, and each month thereafter until January 1, 1989, and on January 1, 1989 to commence paying to wife as child support the sum of Three Hundred Dollars ($300.00) per month and on the first of each month thereafter until the parties agree as to the amount of an increase.

(c) Health/Hospitalization Insurance: Wife agrees, for the present, as long as she is financially able and such healthcare insurance is provided and made available to her

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through her present employer, to carry said minor child on her healthcare insurance. If, for any reason, the cost thereof is such, the wife, in her discretion, wished to discontinue such insurance and require the husband to provide such insurance, the husband agrees to provide such insurance. In any event, if for any reason, such health care insurance, is not available through the wife's employer, then the husband agrees, he will provide such insurance and maintain and keep same in full force and effect. Also, the Husband agrees to pay one-half (1/2) of all the medical expenses that are not covered by any health care type of insurance, whether such insurance is provided by either party.

If under the provisions of this section of this agreement, the husband provides or is required to provide health care insurance, in the event, such insurance is terminated or about to be terminated or cancelled, the husband shall promptly notify the wife in writing and forward copies of all such notices of termination or cancellation of such insurance.

(d) Life Insurance: The husband agrees to continue to carry and maintain in full force and effect the $15,000.00 life insurance policy that he has, through his employer and to name the wife or the said minor child as the sole beneficiary of the proceeds thereof, except one-third (1/3) of any group term life insurance that he has through his employer shall go to Husband's estate and may be applied to his burial expenses and any other legitimate debts that Husband may owe at the time of his death.

5. REAL PROPERTY: That the real property situated at 2302 Eastland Avenue, and more particularly described in Deed Book 4832, Page 781, R.O.D.C., TN. and further specifically described as follows, to wit:

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LAND in Davidson County, Tennessee, being Lot. No. 2 on the Plan of Eastland Acres, Section One, as of record in Book 2133, page 103 Register's Office for said County.

SAID Lot 2 fronts 122 feet on the southerly side of Eastland Avenue and runs back between parallel lines 170 feet to a dead line.

BEING the same property conveyed to Melissa Carol Matthews be deed from Richard E. Boguskie and wife, Marynelle S. Boguskie, of record in Book 4832, page 781, Register's Office for Davidson County, Tennessee.

...the aforesaid property, it being acknowledged by the parties, was, prior to the parties marriage, the sole and exclusive property of the wife and shall continue to be the sole and exclusive property of the wife.

The parties agree, and the husband acknowledges and agrees, that all rights, title, claim and interest, if any, he may have in the aforesaid described real property, the husband hereby sells, transfers and conveys any and all such interest, if any, he may have, unto the wife. However, the wife agrees, that she will assume and pay the first and second mortgage indebtedness owed on said property.

6. This agreement shall be incorporated and become a part of the Final Decree of Divorce rendered in this cause of MELISSA C. MULLINAX, Plaintiff, versus CHARLES A. MULLINAX, filed or to be filed in the Circuit Court for Davidson County, Tennessee, being Civil Action No. 88D716, upon the approval of the Court.

7. It is further understood and agreed that this said Agreement is intended to be a final agreement of all rights, and property rights of the respective parties hereto and is full and final discharge of each other from all other claims arising out

of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction, in 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, alimony and support, right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by HUSBAND and WIFE, or any property that either of them may acquire in the future.

8. Each of the parties hereto covenants with the other, that from this date forward, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall have been made, will indemnify the other to the full extent of the amount paid, inclusive of interest and any legal or other expenses, if any.

9. 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.

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

11. It is further understood and agreed by and between the parties that this said 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 effect are fully known by each of the parties, and each party acknowledges that this agreement is fair and

equitable and that it is being entered into voluntarily. Further, the Husband acknowledges that the Wife's attorney has not ever represented him and only represents the Wife in this cause and does not represent the Husband.

12. OTHER: (a) The Wife agreed to pay and the Husband agreed to accept the sum of Two Thousand Dollars ($2,000.00) plus his present auto insurance premium for 6 months in lieu of any and all other interest in the parties real and/or personal properties and the Wife has paid Husband the sum of Fourteen Hundred Dollars ($1,400.00), leaving a balance of $600.00. Husband gives wife full credit for the said $600.00 balance, however, such credit was given by husband to wife, as full credit for the balance of any child support the husband would owe to the wife from 3/1/88 through 5/31/88, and it is agreed that the Husband's child support payments shall not commence until 6/1/88.

13. SERVICE OF PROCESS: Husband acknowledges that he has been served with process, the Summons and Divorce Complaint filed in this cause and he hereby waives any other requirements or defects in service of process and submits himself to the jurisdiction of the Court in Nashville, Davidson County, Tennessee.

14. OTHER (RE: CHILD SUPPORT): The Husband recognizes that the amount of the child support set forth above in paragraph (4)(b) is not a sufficient sum to equal half of the costs of supporting his son and his obligation as a father should be more and he intends to and promises to do more as soon as he gets settled and/or is able to help more with the support of his son.

In the future, the parties agree that before initiating any legal proceeding to increase the child support, the parties shall first contact each other and discuss same and shall first

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try to mutually reach a fair and reasonable agreement regarding same. If the parties cannot reach what either may think is a fair and reasonable agreement, then either party may apply and request the court to resolve such issues and determine and decide what should be a fair and reasonable sum that he should pay as child support.

In any event, the Husband's obligation to pay child support shall cease when their son is age 18.

15. The Husband agrees to pay 1/2 of the Wife's attorney's fees and Court Costs.

16. OTHER - SUPPLEMENTAL: _____

_____

_____

_____

EXECUTED this 16th day of August, 1988.

Melissa C. Mullinax

Melissa C. Mullinax

Charles A. Mullinax

Charles A. Mullinax

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STATE OF TENNESSEE

COUNTY OF Sumner

Before me, a notary public in and for said County and State, personally appeared MELISSA C. MULLINAX, with whom I am personally acquainted, and who acknowledged that she has read the foregoing agreement, and executed said agreement for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, Tennessee, this 16th day of August, 1988.

NOTARY PUBLIC

My Commission expires: 8-25-91

STATE OF TENNESSEE

COUNTY OF Sumner

Before me, a notary public in and for said County and State, personally appeared CHARLES A. MULLINAX, with whom I am personally acquainted, and who acknowledged that he has read the foregoing agreement, and executed said agreement for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, Tennessee, this 16th day of August, 1988.

NOTARY PUBLIC

My Commission expires: 8/25/91

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It is further ORDERED that the cost of this cause is assessed one-half to the Plaintiff and one-half to the Defendant for which execution may issue, if necessary.

ENTERED, this 26 day of August, 1988.

Judge

APPROVED FOR ENTRY:

J. DENNIS SANDERS
919 West Main Street
Hendersonville, TN 37075
(615) 824-3084

Attorney for Plaintiff

(None of Record)

Attorney for Defendant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Final Decree of Absolute Divorce has been mailed, first-class postage prepaid, to the Defendant, Charles Anthony Mullinax, at his address at 135 Brinkhaven Avenue, Apartment B32, Madison, Tennessee 37115, this the 26th day of August, 1988.

J. Dennis Sanders

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Mail
Melissa Mullinax
2302 Eastland Ave.
37206

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* twenty-sixth *day of* August, *19*88, *in Case Number* 88D-716 *between* MELISSA CAROL MULLINAX, *Plaintiff, and* CHARLES ANTHONY MULLINAX, *Defendant, as same remains of record in Book* 172B, *Page* 838 *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* 22nd *day of* May *in the year one thousand nine hundred and* eighty-nine *and in the* two hundred thirteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By T. L. Lovelace *D.C.*

Form #GR-117