IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

THERESA J. CLEGGETT	)	
	)	
VS.	)	88D-2666
	)	
CLARENCE L. CLEGGETT	)	

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ORDER

This cause came on to be heard on September 19, 1988 before the Honorable James Everett, Judge of the Probate Court for Davidson County, Tennessee, on the original bill for absolute divorce filed by the Plaintiff, Theresa J. Cleggett, against the Defendant, Clarence L. Cleggett, and it appearing to the Court that the parties are desirous of having the divorce be granted to the wife on the grounds of irreconcilable differences; thereupon the Court did hear testimony from the Plaintiff and finds the allegations of the complaint had been sustained to-wit: that there are irreconcilable differences that exist between the parties.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that Theresa J. Cleggett be granted an absolute divorce from the Defendant Clarence L. Cleggett, and that the bonds of matrimony heretofore subsisting between the parties be forever and perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the marital dissolution agreement is found to be fair and equitable to the parties, and that same be made an order of this Court, as copied verbatim below:

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MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into by and between Theresa J. Cleggett, hereinafter referred to as "Wife" and Clarence L. Cleggett, hereinafter referred to as "Husband",

WHEREAS, certain irreconcilable differences have arisen between the parties which have gone to such an extent that it does not appear possible for the parties to longer live together as husband and wife; and

WHEREAS, the parties are desirous of settling all matters pertaining to this cause, and have agreed as follows:

1. The custody of the parties' minor child, Chanda Laureine Cleggett, be granted to the Wife, with reasonable rights of visitation reserved to the Husband.

2. The house owned by the parties located at 301 Kingview Drive is divested out of the parties as tenants by the entireties and vested in them as tenants in common, and the Wife shall have the right to live in said home until the parties' minor child reaches 18 years of age, and in the event the child is in college, the Wife shall have the right to reside in the house with the child as long as said child is in college or until the child reaches 21 years of age, whichever event is sooner. In the event the Wife should remarry she shall be required to vacate the premises. The Wife shall be responsible for normal maintenance on the property; however, any capital expenses will be shared equally by the parties. The Wife shall be responsible for paying the mortgage payments on said property and responsible for the taxes and insurance while she resides in same. The Husband shall vacate said premises on or before October 1, 1988.

3. The Wife shall receive all household goods, furnishings and effects, except for the television set located in the property that is owned by the Husband's sister.

4. The Wife shall have as her free and unencumbered

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property the 1984 Bonneville automobile, and the debt on same at the U. S. Postal Worker's Credit shall be the responsibility of the Husband and considered as alimony in solido, and he shall save and hold harmless Wife on any and all said debt. Husband shall turn this vehicle over to the Wife on or before October 1, 1988.

5. The Wife shall also have her 1988 Hyundai that is in her name, and the Husband shall have the 1976 Chevrolet. The parties will execute whatever documents are necessary to transfer the titles on said vehicles, including the 1984 Bonneville automobile.

6. The Husband shall pay the Wife $600.00 per month child support, payable on the 1st and 15th of each month, the first payment being due on the 1st of October, 1988.

7. The Husband shall pay the Wife's attorney, Joseph L. Lackey, Jr., the sum of $500.00.

8. Each party shall pay the debts in his or her name, except for those mentioned above.

9. The Husband shall be responsible for the court cost.

10. The property that is vested in the parties as tenants in common is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 49 on the Plan of Haynes Park Subdivision, Section 3, as of record in Book 4460, page 185, Register's Office for Davidson County, Tennessee, to which reference is made for a more particular description.
>
> Being the same property conveyed to Clarence L. Cleggett and wife, Theresa J. Cleggett of record in Book 5164, page 880, Register's Office for said County.

11. Each party shall have the first right of refusal to purchase the other party's interest in said property at the fair market value of said property. Neither party shall have the right to sell their interest in said property without the consent of the other as long as the provisions of paragraph 2 are in

effect.

12. Each party shall receive his or her own retirement plan, and neither party shall make claim against said retirement plan.

13. Both Husband and Wife acknolwedge that the provisions of this Marital Dissolution Agreement are fair, adequate, and satisfactory to both Husband and Wife, and both Husband and Wife accept this Agreement in full and final settlement of all such claims and demands except as provided in this Agreement. It is further clearly and expressly understood by both Husband and Wife and agreed by and between them that this Marital Dissolution Agreement is entered into without undue influence, fraud, coercion or misrepresentation by either Husband or Wife.

IN WITNESS WHEREOF, the parties have read this instrument and are familiar with the contents hereof, and have executed same on the 11TH day of NOVEMBER, 1988.

Theresa J. Cleggett
THERESA J. CLEGGETT

Clarence L. Cleggett
CLARENCE L. CLEGGETT

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 Theresa J. Cleggett, and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 17th day of October, 1988.

Linda Dale Walker
Notary Public

My Commission Expires:

3-8-89

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 Clarence L. Cleggett and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 11TH day of November, 1988.

Notary Public

My Commission Expires:

July 13, 1991

IT IS FURTHER ORDERED that the child support outlined in the Marital Dissolution Agreement shall not be reduced or prorated unless specifically ordered by the Court, and the addresses of the parties are as follows:

Ms. Theresa J. Cleggett
301 Kingview Drive
Nashville, Tennessee 37218

Mr. Clarence L. Cleggett
301 Kingview Drive
Nashville, Tennessee 37218

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the terms and conditions of the above-stated Marital Dissolution Agreement shall be considered as orders of this Court and the parties are bound thereto pursuant to this Order.

ENTER this the 21 day of Nov, 1988.

APPROVED FOR ENTRY:

Joseph L. Lackey, Jr.
Attorney for Plaintiff
Butler, Lackey, Rodgers & Snedeker
Twelfth Floor
First American Center
Nashville, Tennessee 37238
(615) 244-5772
Tennessee Supreme Court No. 3702

Dennis Wright 4/3/8
Attorney for Defendant
632 Old Hickory Bouelvard
Madison, Tennessee 37115

Judge

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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* 22nd *day of* November, *19* 88, *in Case Number* 88D-2666 *between* Theresa J. Cleggett *Plaintiff, and* Clarence L. Cleggett *Defendant, as same remains of record in Book* 45A, *Page* 672 *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* 31st *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 J. Parker, *D.C.*