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CLERK & MASTER

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCY KAYE SMITH DYER,
116 N. Church Street
Sparta, Tennessee 38583
Wife,

v.

PATRICK TRACY DYER,
2741 Bobby Avenue
Nashville, Tennessee 37216
Husband.

CASE NO. 88D-3486

BOOK 7861 PAGE 956

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FINAL DECREE

This cause came on to be heard on the 12th day of May 1989, before The Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for absolute divorce filed by the Wife, the Marital Dissolution Agreement entered into between the parties, statement of counsel for Wife, and from the entire record in this cause; from all of which the Court finds that the allegation of Wife's complaint has been fully sustained by the proof, that is, that certain irreconcilable differences have arisen between the parties causing them to separate and live apart and, therefore, that the Wife is entitled to an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the parties be, and the same hereby are, forever dissolved and the Wife, NANCY KAYE SMITH DYER, is awarded an absolute divorce from the Husband, PATRICK TRACY DYER, and the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court hereby affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; said Marital Dissolution Agreement is hereby confirmed, approved and ratified by the Court, and incorporated fully herein as follows:

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McKINNEY & DAVIS
1303 GALLATIN ROAD, NO.
MADISON, TENNESSEE
37115
(615) 865-5442

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCY KAYE SMITH DYER, Wife,	)	
v.	)	CASE NO. 88D-3486
PATRICK TRACY DYER, Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made by and between NANCY KAY SMITH DYER (hereinafter referred to as the "Wife") and PATRICK TRACY DYER (hereinafter referred to as the "Husband") in conjunction with the above-styled complaint for absolute divorce filed in the Fourth Circuit Court for Davidson County, Tennessee, bearing the docket number above.

WITNESSETH

WHEREAS, the parties are Husband and Wife, but domestic difficulties have arisen between them which make a continuation of their marriage relationship impossible; and

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, at Nashville, the suit for an absolute divorce between the parties; and

WHEREAS, the parties have two minor children born of this marriage; and

WHEREAS, parties wish to amicably settle all matters of child custody, visitation and property rights between themselves;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises hereinafter set forth, the parties agree as follows:

1. Grounds. The Wife shall have a divorce on the ground of irreconcilable differences.

2. Custody and Visitation. The Wife shall have and retain the sole care and custody of the parties' two minor children, Ashley Nichole Dyer, age four years, and Kristian Lindsay Dyer, age three years.

The Husband shall have the rights of visitation with the minor children every other weekend from 6:00 p.m. on Friday through 6:00 p.m. on Sunday. The Husband shall have the minor children for two weeks at the beginning of the summer vacation and for two weeks at the end of the summer vacation. Commencing in 1989, the Wife shall have the children on Thanksgiving Day and the Husband shall have the children on Friday, Saturday and Sunday following Thanksgiving Day, with said arrangement to be alternated between the parties every year hereafter. The Husband shall have the children for one week's visitation immediately preceeding Christmas Day, to include Christmas Eve until 10:00 p.m., of every year and the Wife shall have the children on Christmas Day of every year. The Husband shall pick up the children from the Wife's residence at the commencement of each visitation period and the Wife shall pick the children up from the Husband's residence at the conclusion of the Husband's visitation periods, except for the Christmas holiday period wherein the Husband shall pick the children up from the Wife's residence at the beginning of the week's visitation and return

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the children to the Wife's residence on the evenng of December 24th, by 10 o'clock p.m. The time for picking up and returning the children to the Wife for the holiday periods shall be the same as the week-end visitation periods, with the exception of Christmas Eve.

3. Child Support. The Husband shall pay to the Wife the sum of One Hundred Twenty Dollars ($120.00) per week as child support to be used for the care and maintenance of the parties' two minor children. Further, the Husband shall maintain and keep medical insurance coverage in full force and effect on the parties' two minor children. The parties shall share equally any such expenses (including but not limited to medical, dental, optical and prescription drugs) not covered by said insurance.

4. Real Property. The parties' presently own real property located at 2741 Bobby Avenue, Nashville, Tennessee, more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 36 on the Map of Happy Valley, Section B, not of record described according to a survey made by Z. J. Wilkinson, Surveyor, dated September 2, 1945 and further described according to surveys of John B. Kohl, III, dated February 13, 1973, and January 29, 1975 as follows:
>
> BEGINNING on the northerly margin of Bobby Avenue at a point 1250 feet east of the easterly margin of Cooper Lane; thence with said Avenue easterly 75 feet to the corner of Lots 36 and 37; thence with the line between said two lots northwardly 140 feet to the common corner of Lots 36 and 37; thence westwardly 75 feet to a point; thence with the line between Lots 35 and 36 southwardly 140 feet to the beginning.
>
> Being the same property conveyed to Patrick Tracy Dyer and wife, Nancy K. Dyer, by warranty deed, of record in Book 6682, page 827, Register's Office for Davidson County, Tennessee.

Wife conveys to Husband all right, title and interest in said property, that Husband shall be fully responsible for the existing indebtedness thereon and shall hold the Wife harmless for any indebtedness on said property.

The parties further agree that should the Husband sell the house within one (1) year of the date of the divorce of the parties, the Wife shall receive one-half (1/2) of the proceeds of such sale.

5. Vehicle. The 1982 Pontiac Grand Prix shall become the sole and separate property of the Wife. She shall assume any existing indebtedness on said vehicle and shall hold the Husband harmless on the same.

6. Personal Property.

(a) The following items shall become the sole and separate property of the Wife: Ashley's antique bedroom suite (which includes bed, dresser, desk and bookcase), console television and VCR, living room suite, washer, dryer and

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microwave, wooden medicine cabinet made by Trent, vacuum cleaner, all antique pictures purchased by the Wife's mother as gifts, humidifier and portable sewing machine. It is further agreed by the parties that the dresser to Ashley's antique bedroom suite shall never be sold but returned to Tracy if ever Ashley has no need for it.

(b) The following items shall become the sole and separate property of the Husband: The remaining antique bedroom suite (which includes two dressers and a bed) refrigerator, dining room suite, stereo, portable television and table in living room which was a gift by Tracy's aunt and uncle, corner cabinet and all dishes, cherry table in Kristian's room, and the antique sewing machine case.

(c) All remaining knickknacks and plants are to be divided equally between the parties.

(d) The parties have heretofore divided all other articles of household and personal effects and hereby ratify said division, acknowledging that all such property in the possession of either of them as of the date of the execution of this agreement is a sole and separate property of the party so possessing it.

7. Debts.

(a) The Wife shall be solely responsible for the indebtedness currently owing on her Master Card account and hold the Husband harmless on the same.

(b) The Husband shall be solely responsible for any and all other outstandings debts incurred by the parties during the course of their marriage which includes but is not limited to the bank note in Sparta, Tennessee, in the name of the Wife's mother, Betty Smith. Said note represents money loaned to the parties for the purchase of the real property at 2741 Bobby Avenue, Nashville, Tennessee. Further, the Husband shall hold the Wife harmless on said outstanding debts.

(c) Each party shall be solely responsible for any debts he/she creates from the date of this agreement.

8. Income Tax. The Husband and Wife shall each receive one-half (1/2) of any refund on their 1988 income tax return.

9. Additional Instruments. Each party shall willingly execute and deliver to the other any and all instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

10. Attorney's Fees. Each party shall be responsible for the payment of his/her own attorney's fees.

11. Court Costs. The Husband shall be responsible for the costs incurred as a result of this action.

12. Enforcement. In the event of one party's breach of any of the terms of this agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

13. The parties desire that this agreement be incorporated verbatim as a part of any final decree of divorce that hereafter may be entered in the Fourth Circuit Court for Davidson County,

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Tennessee, or any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

14. This agreement constitutes the entire undertaking of the parties. It is intended to settle fully and finally the child custody and property rights between the parties, and the parties hereby release each other from any and all other rights or claims arising out of the marital relationship. It supersedes any and all prior agreements between them. There are no representations nor warranties other than those expressly set forth.

15. This agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Each party acknowledges that he/she has read this agreement and that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this agreement.

IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement on the date set forth beside their respective names.

DATE: 5-5-89, 1989 /s/ Nancy Kaye Smith Dyer
NANCY KAYE SMITH DYER
WIFE

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 NANCY KAYE SMITH DYER, with whom I am personally acquainted, and who acknowledged that she executed the within Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Madison, Tennessee, this 5th day of May, 1989.

/s/ Nancy W. Hunter
NOTARY PUBLIC

My Commission Expires: 3-3-92

DATE: 4-28-89, 1989 /s/ Patrick Tracy Dyer
PATRICK TRACY DYER
HUSBAND

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 TRACY DYER, with whom I am personally acquainted, and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of April, 1989.

/s/ Peggy D. Chapman
NOTARY PUBLIC

My Commission Expires: 10/9/91

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be taxed to the Husband.

ENTERED THIS 12th day of May, 1989.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

McKINNEY & DAVIS

By: Bobby D. Davis
Bobby D. Davis TSCR#9412
Attorney for Wife

CERTIFICATE OF SERVICE

I hereby certify that I have mailed, postage prepaid, a true and exact copy of the foregoing Final Decree of Divorce to Joseph K. Dughman, Attorney for the Husband, BRUCE, WEATHERS, DUGHMAN & LYLE, 1610 Parkway Towers, 404 James Robertson Parkway, Nashville, Tennessee, 37219, this 12th day of May, 1989.

Bobby D. Davis

/nD189

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* 12th *day of* May, *19* 89, *in Case Number* 88D-3486 *between* Nancy Kaye Smith Dyer *Plaintiff, and* Patrick Tracy Dyer *Defendant, as same remains of record in Book* 178A, *Page* 597 *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* 8th *day of* June *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*