BOOK

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GEORGE L. ROOKER, CLERK

D.C.

119-13-267 T.H.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANICE KAY SULLIVAN BELT,

Plaintiff/Wife,

VS.

HOWARD LEO BELT,

Defendant/Husband.

NO: 8717-4076

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FINAL DECREE

This cause came on to be heard this 29th day of February, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for absolute divorce of Plaintiff/Wife, JANICE KAY SULLIVAN BELT, the Marital Dissolution Agreement of the parties dated the 12th day of October, 1987; testimony of Plaintiff/Wife that there are irreconcilable differences between the parties and they can no longer continue as Husband and Wife; statement of counsel and the entire record herein from all of which the Court finds that the Complaint for Absolute Divorce has been lodged with the Clerk of this Court for a period of ninety (90) days; that there are differences between the parties to the extent that there is no hope or expectation of reconciliation; and that there is adequate and sufficient provisions, by written agreement, for the alimony and settlement of property rights between the parties, to wit: Wife, JANICE KAY SULLIVAN BELT, Apt. B, 191 Anderson Lane, Hendersonville, Tennessee 37075; and Husband, 3100 Louise Drive, Nashville, Tennessee 37211.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the Plaintiff/Wife, JANICE KAY SULLIVAN BELT, be granted an absolute divorce from the Defendant/Husband, HOWARD LEO BELT, upon the grounds of "irreconcilable differences" with both parties being restored to all the rights, privileges and obligations of unmarried persons.

2. That the written, notarized Marital Dissolution Agreement entered into between the parties on 12th day of October, 1987 is in words and figures approved, ratified and adopted by the Court, its provisions being incorporated within this Decree as they are set forth in the five (5) pages next preceding:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANICE KAY SULLIVAN BELT,	§	
	§	
Plaintiff/Wife,	§	
	§	
VS.	§	NO: _____
	§	
HOWARD LEO BELT,	§	
	§	
Defendant/Husband.	§	

MARITAL DISSOLUTION AGREEMENT

This agreement is made and entered into this 12th day of October, 1987, by and between JANICE KAY SULLIVAN BELT, hereinafter called "Wife", and HOWARD LEO BELT, hereinafter called "Husband".

WITNESSETH:

WHEREAS, the parties were married on the 18th day of August, 1979, and separated in Davidson County, Tennessee, on September 15, 1987. One child was born of this marriage, Chrystal Kay Belt, seven (7) years of age, born 11/25/79.

WHEREAS, unhappy differences have arisen between the parties, and same are irreconcilable, suit for absolute divorce is to be filed herein, and

WHEREAS, the parties are desirous of settling all controversies in said suit concerning alimony and division of their property, because the differences that exist between the parties are not reconcilable.

NOW, THEREFORE, the parties agree as follows:

1. DIVORCE: It is hereby agreed by the parties that the Wife shall proceed to trial and obtain a non-contested divorce in the Circuit Court for Davidson County, Tennessee, on the grounds of irreconcilable differences and that the parties shall be restored to all the rights and privileges of unmarried persons.

2. CHILD CUSTODY AND VISITATION: Wife shall have custody of the minor child of the parties with reasonable and liberal visitation rights to Husband, including an extended period to be agreed upon by the parties, each summer.

3. CHILD SUPPORT: Husband shall pay directly to Wife on Friday of each week child support in the amount of Fifty Dollars ($50) per week beginning Friday, October 9, 1987. In addition Husband shall provide hospital and medical insurance for the minor child and the parties shall equally divide all reasonable and necessary medical, dental and optical expenses not paid by said insurance.

4. REAL PROPERTY: The only real property owned by the parties is their house and lot at 3100 Louise Drive, Nashville, Davidson County, Tennessee, a legal description being as follows:

> Land situated in Nashville, Davidson County, Tennessee, being Lot No. 34 on the Map of H.G. McNabb's Subdivision as of record in Book 1130, page 64, Register's Office for Davidson County, Tennessee, to which reference is made for a complete description.
>
> Being the same property conveyed to Howard Leo Belt, et. ux., by deed of record in Book 6154, page 955, Register's Office for Davidson County, Tennessee.

All right, title and interest in said real property shall be divested out of Wife and said property shall be solely owned by Husband, he being responsible to pay the first mortgage in the approximate amount of Fifteen Thousand Five Hundred Dollars ($15,500) to Commerce Union Bank and the second mortgage in the approximate amount of Fifteen Thousand Dollars ($15,000) to City Finance Company, holding Wife harmless for the payment of same.

5. PERSONAL PROPERTY: All right, title and interest of the personal property of the parties shall be divested out of Wife and said property shall be the sole property of the Husband with the exception of the following: waterbed; dresser; make-up dresser; magazine rack; television; stereo; aquarium; coat rack; pictures; odds and ins; microwave; mug rack; blender; crockpot; canister set; suitcases; wife's Christmas gifts; miscellaneous dishes, pots and pans, flatware and linens; wife's personal effects; child's personal effects; toys, etc.

All right, title and interest of Wife in and to the 1979 Chevrolet owned by Husband shall be divested out of her and said property shall be solely owned by Husband, he being responsible for any encumbrance on same. All right, title and interest of Husband in Wife's 1983 Pontiac Firebird automobile is divested out of him and said automobile is solely owned by Wife, she being solely responsible for payment of the encumbrance against same, of the approximate amount of Five Thousand Three Hundred Dollars ($5,300) payable to Golden Flake Credit Union.

6. DEBTS: The parties agree that they have no debt at the time of the signing of this agreement. Each agrees not to charge to the account of the other, hereafter.

7. ALIMONY IN SOLIDO: Husband agrees to pay to Wife the sum of Two Thousand Dollars ($2,000) no later than December 25, 1989, and until such time, Wife shall have a Lien for said amount against the real property aforesaid.

7. INTERNAL REVENUE SERVICE: Husband is permitted to claim the minor child as his exemption for income tax purposes. The parties agree to equally divide any refund payable from 1987 income tax.

8. CHILD'S LAST NAME: Wife agrees that the minor child's last name of "Belt" shall not be changed during her minority, unless said child marries.

9. ATTORNEY'S FEES AND COURT COSTS: Wife shall pay her attorney's fee and the court costs herein. Should Husband subsequently employ an attorney, he shall be responsible for his fee.

10. MARITAL RIGHTS: The parties understand and agree that this Agreement is in full and final settlement of all marital rights between the parties and, except as otherwise provided herein, forever bars either party from and after the acceptance of the Agreement by the Court, and incorporation into the Final Divorce Decree from any and all claims for alimony, dower, curtesy, homestead,

or any other inheritance rights the parties may have acquired by virtue of their marriage.

11. **PENDING DIVORCE PETITION**: The parties understand and agree that this Agreement shall be submitted to the Court and if found by the Court to be fair and equitable, will be approved by said Court. However, in the event a divorce is not granted to either party, or the parties reconcile, this Agreement shall be of no further force and effect. Parties agree to sign or execute any and all necessary documents or instruments ot carry out and to put into full force and effect the intent and purpose of the Agreement.

Parties submit to the jurisdiction of the Court for all the purposes herein contained. Further, this Agreement is entered into without any collusions between the parties, but solely of their own free will and accord.

IN WITNESS WHEREOF, the parties have affixed their signatures upon the day and date first above written.

Janice Kay Sullivan Belt
JANICE KAY SULLIVAN BELT

Howard Leo Belt
HOWARD LEO BELT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public, in and for said County and State, personally appeared JANICE KAY SULLIVAN BELT, with whom I am personally acquainted, and who acknowledged she executed the within instrument for the purposes contained therein.

Witness my hand and seal this 12th day of October, 1987, at Nashville, Tennessee.

Charmaine Jenkins
NOTARY PUBLIC

COMMISSION EXPIRES: 11-12-90

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public, in and for said County and State, personally appeared HOWARD LEO BELT, with whom I am personally acquainted, and who acknowledged he executed the within instrument for the purposes contained therein.

Witness my hand and seal this 12th day of October, 1987, at Nashville, Tennessee.

Charmaine Jenkins
NOTARY PUBLIC

COMMISSION EXPIRES: 11-12-90

3. Unless specifically ordered by the Court, the support included in this Decree will not be reduced or prorated.

4. That the Plaintiff/Wife shall pay the costs of this cause, for all of which let execution issue, if necessary.

ENTER: This 1st day of Mar., 1988.

JUDGE

APPROVED FOR ENTRY:

STAN ALLEN
Attorney for Plaintiff/Wife
Third Floor
207 Third Avenue North
Nashville, TN 37201
615/244-2445

FELIX Z. WHITE, JR. REGISTER
DAVIDSON COUNTY, TN.
AUG 14 3 18 PM '89
IDENTIF. REFERENCE
57721

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. Howard Leo Belt, 3100 Louise Drive, Nashville, Tennessee 37211, this the 29th day of February, 1988.

STAN ALLEN, Attorney

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* 1st *day of* March, *19* 88, *in Case Number* 87D-4076 *between* Janice Kay Sullivan Belt *Plaintiff, and* Howard Leo Belt *Defendant, as same remains of record in Book* 168A, *Page* 200 *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* 14th *day of* August *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.*