BOOK 7929 PAGE 235 WOB 1038

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1989 AUG 10 PM 3:29

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROBERT B. HOLMAN	)	
	)	
Plaintiff	)	
	)	
vs.	)	No. 87D-1315
	)	
CHARLOTTE K. SMITH HOLMAN	)	
	)	
Defendant	)	

FINAL DECREE

This cause came on to be heard on the 10th day of August 1989, before the Honorable Muriel J. Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the Wife's Answer and Counter Complaint for Absolute Divorce and the Marital Dissolution, Child Custody and Support Agreement signed by the Husband and Wife. After statement of counsel and testimony of the Wife, the Court finds as a matter of fact that the parties have irreconcilable differences and;

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the Wife be and is hereby awarded an Absolute Divorce from the Husband and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and the Husband is restored to all the rights and privileges of an unmarried person. It further appearing to the Court that the parties hereto have entered into a Marital Dissolution Child Custody and Support Agreement which is stated as follows:

62967

IDENTIFICATION REFERENCE

SEP 1 12 28 PM '89

DAVIDSON COUNTY, TN

51.00

BOOK 7929 PAGE 236

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROBERT B. HOLMAN	)	
	)	
Plaintiff	)	
	)	
vs.	)	No. 87D-1315
	)	
CHARLOTTE K. SMITH HOLMAN	)	
	)	
Defendant	)	

MARITAL DISSOLUTION, CHILD CUSTODY AND SUPPORT AGREEMENT

THIS AGREEMENT is entered into by and between ROBERT B. HOLMAN (hereinafter referred to as "Husband") and CHARLOTTE K. SMITH HOLMAN (hereinafter referred to as "Wife") subject to the following premises, terms and conditions:

W I T N E S S E T H

WHEREAS, the parties have experienced marital difficulties in the past with the result that Robert B. Holman instituted divorce proceedings against Charlotte K. Smith Holman on April 21, 1987, same being Civil Action No. 87D-1315 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, child custody rights, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

WHEREAS, the parties understand and agree that ninety (90) days have elapsed from the time the Husband's Complaint was filed, that is Complaint may now be brought before the Court for final disposition, and that the Wife shall proceed to

obtain an Absolute Divorce from the Husband based upon; the grounds of Irreconcilable Differences. Further, the parties understand and agree that at the final hearing of this cause, this Agreement shall be submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

I.
DIVORCE

The Husband and Wife agree that the Wife shall proceed to obtain an Absolute Divorce from the Husband based upon the grounds of Irreconcilable Differences.

II.
CHILD CUSTODY

The Husband and Wife agree that the parties shall have joint custody of the parties' minor child, Robert B. Holman, Jr., with the Husband having primary physical custody of said minor child. The Husband and Wife further agree and acknowledge that both of them have been good parents to their son and agree that the custody of the child shall be vested in them jointly, although the Husband shall have the primary physical custody of the parties' child. Major decisions regarding the child's health, education and welfare shall be made by the parties jointly. Each shall be authorized to make day to day decisions regarding the child when the child is in that parent's physical possession without interference from the other parent in anyway whatsoever.

III.
CHILD SUPPORT

The Husband and Wife agree that for the period of time that the Husband is paying to the Wife the rehabilitative

alimony as agreed between the parties and as specifically set out in this Agreement, the Wife will have no obligation to pay to the Husband child support for the support and maintenance of the parties' minor son. The parties further agree that at the expiration of the time the rehabilitative alimony is paid to the Wife that the termination of rehabilitative alimony will not in and of itself constitute a material and substantial change of circumstances justifying the payment of child support by the Wife to the Husband for the support and maintenance of the parties' minor son.

IV.
CHILD VISITATION

The Husband and Wife agree that the Wife shall have the following specific visitation schedule with the parties' minor child:

A. Every other weekend from 6:00 p.m. Friday until 6:00 p.m. Sunday.

B. Every other Thursday from 6:00 p.m. until 8:30 p.m., which will be the Thursday before the weekend of non-visitation for the Mother.

C. Labor Day beginning in 1989 and the odd years thereafter, from 6:00 p.m. Friday until 6:00 p.m. Labor Day evening.

D. Thanksgiving beginning in 1990 and the even years thereafter, from 6:00 p.m. the Wednesday before Thanksgiving until 6:00 p.m. the Sunday immediately following Thanksgiving.

E. Christmas beginning in 1989 and odd years thereafter from 10:00 p.m. Christmas Eve until 6:00 p.m. New Year's Day. Beginning in 1990 and the even years thereafter, the Christmas visitation will begin the afternoon that the parties' son is out of school until 10:00 p.m. on Christmas Eve.

F. Easter beginning in 1991 and the odd years thereafter,

from Friday at 6:00 p.m. until Sunday at 6:00 p.m.

G. Spring break beginning in 1991 and the odd years thereafter, for the entire spring break beginning the Friday that the child is out of school until the Sunday before the child is to go back to school after spring break vacation.

H. Mother's Day each and every year from 8:00 a.m. until 6:00 p.m.

I. Father's Day - The Father will have his son each and every Father's Day from 8:00 a.m. until 6:00 p.m.

J. Summer Visitation - The Husband and Wife agree that the Wife will have four weeks visitation with the parties' minor son during the summer and shall notify the Husband in writing of the exact times for said summer visitation by June 1st of each summer. The Husband and Wife agree that the Husband will cooperate with the Wife in allowing both grandparents one week visitation during the summer, which will not interfere with the Mother's four weeks of visitation set out in this Agreement.

The Husband and Wife further agree that for each and every visitation as set out above that the Husband will bring the parties' minor child to the home of the Wife and that at the expiration of the visitation the Wife will take the parties' minor child back to the Husband at the time designated for the expiration of that particular visitation.

V.
REAL ESTATE

The Husband and Wife agree that the Wife shall relinquish all right, title and interest that she may have in the house and lot titled in the name of the parties and located at 208 Misty Court in Nashville, Davidson County, Tennessee. In addition thereto, the Husband and Wife agree that the Husband shall then assume the outstanding indebtedness on the house and

lot and the Husband agrees to indemnify and hold the Wife harmless form any default thereon and that the Wife shall sign a quitclaim deed relinquishing whatever right, title and interest she may have in the house and lot located at 208 Misty Court in Nashville, Davidson County, Tennessee. Said quitclaim deed instrument is to be executed by the Wife on the same day and date as the execution of this Marital Dissolution, Child Custody and Support Agreement.

The Husband and Wife further agree that the Wife will maintain a lien against the parties' home in the amount of eight thousand dollars ($8,000.00) representing her equity interest in the parties' home. The Husband and Wife further agree that the Husband shall discharge his first one thousand dollars ($1,000.00) obligation of the eight thousand dollars ($8,000.00) equity that the Wife has in the parties' home by paying to the Wife the sum of five hundred dollars ($500.00) on August 10, 1989, the day that the Wife is granted an Absolute Divorce by the Fourth Circuit Court for Nashville, Davidson County, Tennessee. The second installment payment of five hundred dollars ($500.00) of the first one thousand dollars ($1,000.00) of the eight thousand dollars ($8,000.00) of the Wife's equity interest in the parties' home will be paid directly to the Wife on October 1, 1989. Beginning on October 1, 1990 the Husband will pay to the Wife the sum of one thousand dollars ($1,000.00) per year plus ten percent (10%) per annum on the unpaid balance until the balance is paid in full. The Husband may discharge his obligation by accelerating his payments in any form he desires without penalty in anyway whatsoever.

In any event, however, after October 1, 1989, and beginning in 1990, the Husband shall discharge his obligation

by the payment of one thousand dollars ($1,000.00) per year plus ten percent (10%) per annum on the unpaid balance until the seven thousand dollars ($7,000.00) remaining balance is paid in full with each payment due on October 1st of each year. After the Husband has paid to the Wife her equity interest in the parties' home, the Wife will voluntarily execute a release of her lien against the Husband's house and lot located at 208 Misty Court in Nashville, Davidson County, Tennessee.

A description of the house and lot located at 208 Misty Court in Nashville, Davidson County, Tennessee is more particularly described as follows:

> BEING Lot No. 101 on the Plan of Larchwood, Section 2, or record in Book 5200, Pages 57, 58, & 59, Register's Office for Davidson County, Tennessee.
>
> BEING part of the same property conveyed to Robert B. Holman, et ux Charlotte Holman, by deed of record in Book 5638, Page 878, Register's Office for Davidson County, Tennessee.
>
> THIS conveyance is subject to restrictions of record in Book 5479, Page 443, Register's Office for Davidson County, Tennessee.
>
> THIS conveyance is subject to any and all existing easements of record.
>
> THIS is improved property known as 208 Misty Court, Nashville, Tennessee 37214.

V.
PERSONAL PROPERTY

A. HOUSEHOLD FURNITURE AND FURNISHINGS. The Husband and Wife agree with each other that their household furniture and furnishings, appliances and other tangible personal property have been divided between them to their mutual satisfaction and those items of which each respective party now has possession shall constitute his or her sole and separate property except for the items listed below, which will be given to the Husband by the Wife. Each of the parties to this Agreement hereby

waives, releases and relinquishes unto the other all of their right, title and interest in the aforesaid household furniture, furnishings, appliances and tangible personal property allotted to one another. The Husband and Wife agree that the Wife will give to the Husband free and clear of any interest she may have therein the following additional items of personal property now in the possession of the Wife:

(1) Small Toyota utility trailer;

(2) One oak bookshelf;

(3) One toy chest;

(4) One cedar bedroom suite with dresser;

(5) One cedar hope chest;

(6) One dining room suite;

(7) Two ladder back chairs;

(8) Lawn mower;

(9) Tiller;

(10) Small concrete mixer;

(11) Two wheelbarrows;

(12) Miscellaneous hand tools;

(13) One photo album with Robert's pictures.

The parties agree that all of the children's personal pictures will be divided between them. In addition, the Husband will maintain and the Wife agrees to allow the Husband to maintain in the home the refrigerator, washer, dryer and freezer.

B. MOTOR VEHICLES. The Husband and Wife agree that the Wife shall have the sole title and possession of the following described motor vehicle: A 1982 Chevrolet Citation automobile presently titled in the name of the Husband. The Husband and Wife further agree that the Wife shall hereby assume and agrees to pay the indebtedness owed upon the 1982 Chevrolet Citation,

if any, and agrees to indemnify and hold the Husband harmless from any default thereon.

The Husband and Wife agree that the Husband shall have the sole title and possession of the following described motor vehicle: A 1986 Astro Van titled in the name of the Husband. The Husband and Wife agree that the Husband shall hereby assume and agrees to pay the indebtedness, if any, owed upon the 1986 Astro Van vehicle and agrees to indemnify and hold the Wife harmless from any default thereon.

Each of the parties hereby waives, releases and relinquishes unto the other all of the right, title and interest in the motor vehicle hereinabove allotted to each respective party and further each of the parties agrees to be responsible for all operating expenses related to the motor vehicle allotted to each respective party by this Agreement. The Husband further agrees to execute the title to the 1982 Chevrolet Citation giving the Wife full and complete title to said vehicle.

VI.
INTANGIBLE PERSONAL PROPERTY

Except as hereinbelow provided the parties have divided between them to their mutual satisfaction all intangible property owned by them individually and jointly, including but not limited to, checking and savings accounts, stocks, bonds mutual funds, and interests in pension and profit sharing plans, promissory notes, franchises, partnerships and the like. Each of the parties hereby waives, releases and relinquishes unto the other any and all right, title and interest i the respective intangible personal property here and above allotted to the other. Hereafter, neither party shall make any claim against the other inconsistent with this Agreement for any intangible personal property in the possession or under the

control of the other.

VII.
DEBTS

The Husband and Wife agree that their only joint debt is the Castner Knott indebtedness presently due and owing. The Husband and Wife agree that the Wife shall pay the Castner Knott debt and hereby accepts responsibility for the Castner Knott debt and agrees to pay that debt in full and shall indemnify and hold the Husband harmless from any default thereon. The parties further agree that each hereby accepts responsibility for and agrees to pay those debts, which he or she incurred individually since their separation and prior to the date of this Agreement.

The parties agree that neither shall incur any debt nor make any contract for which the other or the other's estate may be liable, except as otherwise specifically provided herein. The Wife represents and warrants to the Husband that she has not incurred any debts nor made any contracts for which the Husband or his estate may be liable except as is known to him. The Husband represents and warrants to the Wife that he has not incurred any debts nor made any contract for which the Wife or her estate may be liable except as is know to her. From and after the date hereof, and except as otherwise provided herein, neither of the parties shall be responsible for the debts of the other party; and to the extent that one party is held liable for such indebtedness by third persons, the other party shall indemnify and hold harmless the party held liable.

VIII.
VESTED PENSION AND RETIREMENT

The Husband does hereby waive, release, discharge, quitclaim and renounce unto the Wife, her heirs, and assigns all and every right to share in any vested pension and/or

retirement rights which the Wife may now own or which the Wife may own in the future.

The Wife does hereby waive, release, discharge, quitclaim and renounce unto the Husband, his heirs, and assigns all and every right to share in any vested pension and/or retirement rights which the Husband may now own or which the Husband may own in the future.

IX.
MAJOR MEDICAL AND HOSPITALIZATION

The Husband and Wife agree that the Husband shall maintain and keep in full force and effect major medical and hospitalization insurance coverage for the benefit of the parties' minor child. The Husband and Wife agree that all medical expenses not covered by the Husband's major medical and hospitalization insurance coverage will be the sole and complete responsibility of the Husband. The Husband and Wife further agree that the Husband shall maintain and keep in full force and effect major medical and hospitalization insurance coverage for the benefit of the parties' minor child until the parties' minor child reaches 18 years of age or graduates from high school with his graduating class, whichever is the latter.

X.
LIFE INSURANCE

The Husband and Wife agree that each will maintain and keep in full force and effect the present life insurance policies that they now have through their employer or independently. The Husband and Wife agree that they will name their two children as co-beneficiaries of their present life insurance policies and shall name the parties' minor children as irrevocable co-beneficiaries of their respective insurance policies until the parties' youngest child reaches 18 years of age or graduates from high school with his graduating class,

whichever is the latter.

XI.
REHABILITATIVE ALIMONY

The Husband and Wife agree that the Husband will pay to the Wife the sum of two hundred dollars ($200.00) per month beginning October 15, 1989, and each consecutive month thereafter for a period of thirty (30) months as rehabilitative alimony for the rehabilitation of the Wife in this cause. The Husband and Wife agree that the Husband will pay rehabilitative alimony for a period of thirty (30) consecutive months beginning October 15, 1989, and each consecutive month thereafter or until the Wife's death or remarriage, whichever occurs first.

XII.
ATTORNEYS FEES

The Husband and Wife agree that the Husband will discharge a portion of the Wife's attorney's fees in the amount of one thousand five hundred dollars ($1,500.00). The Husband and Wife further agree that the Husband will pay to the Wife's attorney the sum of one hundred twenty five dollars ($125.00) per month beginning December 1, 1989, and for twelve (12) consecutive months thereafter.

XIII.
PENDENTE LITE OBLIGATIONS

The Husband and Wife agree that they will both continue to be obligated to pay their pendente lite obligations under the prior Orders of this Court except for the fact that the Husband will pay the house insurance on the home, which is presently due in August of 1989. The Husband and Wife further agree that their obligations under the pendente lite Order will end October 1, 1989. The Husband and Wife agree that the terms of the pendente lite Order, except as modified herein by the Husband paying the house insurance, is referred to in this

Agreement as if copied verbatim herein.

XIV.
MISCELLANEOUS

The Husband and Wife agree that the parties' minor child will be allowed to stay in the parties' home at 208 Misty Court in Nashville, Davidson County, Tennessee and that he will not be compelled to move his personal belongings from the home prior to October 1, 1989. The parties' minor child may live with his Father prior to October 1, 1989, if he so desires.

In addition, the Husband and Wife agree that the Wife will vacate the parties' home on or before October 1, 1989, and that the home will be left in good condition.

XV.
COURT COSTS

The Husband and Wife agree that the Husband will pay the costs of this cause for which execution may issue if necessary.

XVI.
ENFORCEMENT

In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement he or she shall also be entitled to a judgment for reasonable expenses, including attorneys fees incurred in the successful prosecution of the action.

XVII.
FINAL SETTLEMENT

It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have under the law of any

jurisdiction with respect to 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, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property owned by the parties, individually or jointly, or any property that either of them may accrue in the future.

XVIII.
BINDING ON ESTATES

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

XIX.
VOLUNTARY AGREEMENT

It is understood and agreed between the parties that this 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 the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

XX.
FUTURE COOPERATION

It is understood and agreed between the parties that part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

XXI.
SEVERABILITY

In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, the invalidity of such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

XXII.
ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties, having read this instrument and familiarized themselves thoroughly with its contents, have sign and executed said instrument on the dates below written.

Robert B. Holman
ROBERT B. HOLMAN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me this 9th day of August, 1989.

NOTARY PUBLIC

My Commission Expires:

Charlotte K. Holman
CHARLOTTE K. SMITH HOLMAN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me this 9th day of August, 1989.

NOTARY PUBLIC

My Commission Expires:

My commission expires July 24, 1993

The Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between them and the Court further finds that the Marital Dissolution, Child Custody, Support Agreement heretofore entered into by and between the parties makes adequate and sufficient provision for the custody and support of the parties' minor children. The Court further affirmatively finds that the Agreement is sufficient and equitable in all respects.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Husband shall pay the court costs incurred in the resolution of this divorce case, for which let execution issue, if necessary.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore entered into by the parties in this cause is in all things ratified, approved and affirmed by the Court and is made a part of the Final Decree for all purposes contained herein.

For the purposes of enforcement of the child support provisions of this Decree, the Wife's address is:

208 Misty Court
Nashville, Tennessee 37214

The Husband's address is:

181 Countrywood Circle
Nashville, Tennessee 37214

ENTERED this 10th day of August, 1989.

MURIEL J. ROBINSON, JUDGE

APPROVED FOR ENTRY:

JON JABLONSKI, #10003
Attorney for Defendant
43 Music Square, West
Nashville, Tennessee 37203
(615) 244-4270

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Decree has been furnished to Michael W. Binkley, 174 Third Avenue, North, Nashville, Tennessee 37201, this 10 day of August, 1989, by U.S. Mail.

JON JABLONSKI

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* 10th *day of* August, *19* 89, *in Case Number* 87D-1315 *between* Robert B. Holman *Plaintiff, and* Charlotte K. Smith Holman *Defendant, as same remains of record in Book* 180B, *Page* 1038 *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* August *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Suzanne Tucker D.C.

Form #GR-117