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GEORGE C. NIXON, CLERK
by Laurlock

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBBIE KAY ADCOCK)
)
v.) No. 89D-241
)
CHARLES ADCOCK, JR.)

FINAL DECREE OF DIVORCE BOOK 7935 PAGE 747

This cause came on to be heard upon the 16th day of August, 1989, before the Honorable James R. Everett, Jr., Judge, upon the Wife's Complaint for Absolute Divorce, the Husband's Answer thereto and Counter-Complaint, the Wife's Answer to the Counter-Complaint, and the entire record. Whereupon, counsel for the parties announced in open Court that the parties had reached an agreement concerning all issues in controversy, which agreement which was recited in open court, acknowledged by the parties, and affirmatively approved by the Court, and made a judgment of the Court.

It is therefore ORDERED, ADJUDGED and DECREED that the Husband's Counter-Complaint for Absolute Divorce should be and is hereby withdrawn.

It is further ORDERED, ADJUDGED and DECREED that the Wife, Debbie Kay Adcock, should be and is hereby awarded an absolute divorce from Charles Adcock, Jr. upon the grounds of irreconcilable differences, and that the parties should be and are hereby restored to all of the rights and privileges of unmarried persons.

It s further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement executed by the parties and acknowledged by the parties in open court, makes adequate provision for the care, custody and maintenance of the minor child of the parties and for the equitable settlement of all property rights of the parties, which Agreement is as follows:

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IDENTIFI REFERENCE

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DAVIDSON COUNTY, TN

BOOK 7935 PAGE 748

MARITAL DISSOLUTION AGREEMENT

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GEORGE L. ROSNER, CLERK

D.C.

WHEREAS, Debbie Kay Adcock, hereinafter referred to as the "Wife", and Charles Adcock, Jr., hereinafter referred to as the "Husband" have suffered irreconcilable differences in their marriage so that the same is irretrievably broken; and

WHEREAS, the parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement providing for the care, custody and control of their minor child and for the equitable distribution of their assets and liabilities; and

WHEREAS, there is currently pending a Petition for Absolute Divorce filed by the Wife in the Probate Court for Davidson County, Tennessee, and docketed at number 89D-241, to which reference is specifically made; and

WHEREAS, there is one (1) minor child born of this marriage, to wit: Jeremy Michael Adcock, born August 23, 1979; and

WHEREAS, the parties own some real property in Davidson County, Tennessee, but no other, and some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE. It is agreed by and between the parties, that each party shall be free of interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel or endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE. It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. CUSTODY. It is agreed by and between the parties that the Wife shall have exclusive care, custody and control of the minor child of the parties.

IV. VISITATION. It is agreed by and between the parties that the Husband shall have visitation privileges with the minor

child of the parties at all reasonable times and places.

V. CHILD SUPPORT. It is agreed by and between the parties that the Husband will pay to the Wife as child support for the one (1) minor child of the parties, the sum of One Hundred ($100.00) Dollars per week. The child support shall not be reduced or prorated except upon further orders of the Court. The current addresses of the parties are as follows:

Debbie Kay Adcock 410 North Kemper Drive Madison, TN 37115	Charles Adcock, Jr. 312 Burning Tree Drive Hermitage, TN 37076

VI. HEALTH INSURANCE. It is agreed by and between the parties that the Husband will maintain medical and dental insurance for the minor child of the parties. It is further agreed that the parties will divide equally between themselves all reasonable and necessary health care expenses which are not covered by the Husband's health insurance.

VII. REAL PROPERTY. It is agreed by and between the parties that the Husband shall quitclaim to the Wife his interest in the marital residence so that the Wife shall own it as her sole property. The Wife agrees to be solely responsible for the mortgage thereon and to indemnify and hold the Husband harmless therefor. This real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 97 on the Plan of Kemper Heights, Section 1, of record in Book 2331, Page 65, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.
>
> BEING the same property conveyed to Charles Adcock, Jr. and wife, Debbie K. Adcock, by Warranty Deed from Ray D. Wilson, and wife, Patsy E. Wilson, of record in Deed Book 7092, Page 686, Register's Office for Davidson County, Tennessee.

It is further agreed by and between the parties that the Husband shall have a lien on the aforesaid real property in the amount of Two Thousand Five Hundred ($2,500.00) Dollars which lien shall be payable from the Wife to the Husband at the discretion of the Wife no sooner than six (6) months from entry of the Final Decree of Divorce and no later than the date that the Wife either dies, remarries, or the parties' minor child turns age eighteen (18), whichever occurs first.

It is further agreed by and between the parties that the Husband's aforesaid lien in the amount of Two Thousand Five Hundred ($2,500.00) Dollars shall not accrue any interest for the first six (6) months but that, if it is not paid in full six (6) months from the date of entry of the Final Decree of Divorce, the lien shall accrue interest at the rate of five (5%) percent per annum.

VIII. PERSONAL PROPERTY. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession, with the exception of the following items:

The Wife shall receive the following items which are presently in the possession of the Husband, being the dresser drawers to her dresser, the car cover, the Adcock mailbox sign, one (1) push lawnmower, one (1) weedeater, one (1) upright freezer, the parties' marriage license and wedding pictures. Further, the Husband shall receive the following items which are presently in the possession of the Wife: his railroad memorabilia, miscellaneous auto parts and tools, and his personal items including pictures, portraits, and clothes.

IX. MARITAL DEBTS. It is agreed by and between the parties that each party shall be solely responsible for the debts in their own respective names, and they each agree to indemnify and hold the other harmless therefrom. The parties acknowledge that any other debts owed by them, including debts incurred after their separation, are their separate obligations and each party agrees to be solely responsible therefor and to indemnify and hold the other harmless thereon.

X. ALIMONY. The parties agree that neither party shall make any claim for alimony, either in futuro or in solido, from the other.

XI. NO FURTHER ENCUMBRANCES. It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

XII. ATTORNEY FEES. It is agreed by and between the parties

that the parties shall each pay their own attorney fee for representation in this action.

XIII. LIFE INSURANCE. It is agreed by and between the parties that the Husband will keep in effect the life insurance which he presently has with the minor child of the parties as co-beneficiary thereof along with his older child by a previous marriage.

XIV. COURT COSTS. It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband.

XV. ENTIRE AGREEMENT. It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. FURTHER NECESSARY ACTS. It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents, or other instruments necessary to carry out the purposes and intents of this Agreement. It is further agreed by and between the parties that, in the event it is necessary for either party to pursue legal action to enforce this Marital Dissolution Agreement, that attorney fees and the costs thereof shall be taxed to the party against whom enforcement is sought.

XVII. ESTATE WAIVER. 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 obligation 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 of claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, curtesy, statutory allowance, homestead right, right to take against the

will of the other inheritant, descent or distribution, or right to act as Administrator or Executor of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

WITNESS OUR HANDS, this 23rd day of August, 1989 as to the Wife and this 17th day of August, 1989 at to the Husband, at Nashville, Davidson County, Tennessee.

Debbie Kay Adcock
DEBBIE KAY ADCOCK

Charles Adcock, Jr.
CHARLES ADCOCK, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

CHARLES ADCOCK, JR. P.P.

Personally appeared before me, ~~DEBBIE KAY ADCOCK~~, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 17th day of August, 1989.

Patricia A. Hunter
NOTARY PUBLIC

My Commission expires:
11/12/89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

DEBBIE KAY ADCOCK

Personally appeared before me, ~~CHARLES ADCOCK, JR.~~, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 23rd day of August, 1989.

Brenda W. DuVall
NOTARY PUBLIC

My Commission expires:
July 24, 1993

It is further ORDERED, ADJUDGED and DECREED that the costs in this cause should be and are hereby taxed to the Husband, Charles Adcock, Jr., for which let execution, if necessary.

ENTER this 31 day of August, 1989.

JUDGE

APPROVED FOR ENTRY:

MARY ARLINE EVANS
ATTORNEY FOR WIFE
214 Third Avenue North
P. O. Box 3348
Nashville, TN 37219-0348
(615) 244-2070
Sup. Court Reg. No. 12067

JAY NORMAN
ATTORNEY FOR HUSBAND
213 Third Avenue North
Nashville, TN 37201
(615) 242-5453
Sup. Court Reg. No. 10563

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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* 1st. *day of* September, *19* 89, *in Case Number* 89D-241 *between* Debbie Kay Adcock *Plaintiff, and* Charles Adcock, Jr. *Defendant, as same remains of record in Book* 50A, *Page* 617 *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* 12th. *day of* September *in the year one thousand nine hundred and* Eighty-Nine *and in the* 214th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117