Map 148-8
P 94

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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

1989 AUG 31 PM 2 31

GEORGE L. ROEDER, CLERK

K. Pollock D.C.

DOROTHY LOUISE FOX,
4597 Xavier Drive
Antioch, Tennessee 37013
Plaintiff,

vs.

DAVID LUTHER FOX,
Route 1
Brandyville, Tennessee
Defendant.

No. 89D-16

BOOK 7936 PAGE 53

FINAL DECREE OF DIVORCE

This cause came to be heard on the 31st day of August, 1989, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Plantiff's complaint for absolute divorce; The answer heretofore filed by the Defendant, having been withdrawn upon oral Motion to allow this matter to proceed as an unconteseted case; testimony from the Plaintiff heard in open Court and statements from counsel for the Plaintiff and the record in its entirety from all of which the Court finds that the parties have suffered irreconcilable differences during the course of their marriage.

It is, therfore, **ORDERED** that the Plaintiff, Dorothy Louise Fox, is hereby awarded an absolute divorce from the Defendant, David Luther Fox, upon the grounds of irreconcialble differences and both parties shall be restored to all the rights and privileges of unmarried persons.

It further appears to the Court that the Parties hereto have made adequate and suffient provision by written agreement for the equitable settlement of their property rights and further, that they have made adequate and suffient provisions for the custody and support of their minor children, at this time. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

IDENTIFICATION REFERENCE

SEP 12 2 31 PM '89

DAVIDSON COUNTY, TN

6537.0

3795 09/12 0101 03CHECK 21.00

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 7936 PAGE 54

DOROTHY LOUISE FOX,
Plaintiff,

vs.

DAVID LUTHER FOX,
Defendant.

No. 89D-16

MARITAL DISSOLUTION AGREEMENT

This agreement Entered into by and between Dorothy Louise Fox, hereinafter called, "wife", and David Luther Fox, hereinafter called, "husband", subject to the foregoing premises, terms and conditions:

WITNESSED

WHEREAS, the parties have experienced marital difficulties in the past with the result that the wife instituted divorce proceedings against the husband on the 4th day of January, 1989, in the Fourth Circuit Court of Davidson County, Tennessee, Docket Number 89D-16, 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 support rights 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 effective with respect to all their properties and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual convenances and agreements herein contained, the parties agree as follows:

1. CUSTODY, CHILD SUPPORT AND VISITATION - the wife shall be granted the full care, custody and control of the minor children of the parties.

To aid and support in the maintenance of the minor children, the husband shall pay directly to the wife the sum of ~~Five Hundred Seventeen Dollars and Seventy Six Cents ($517.76) per month~~ ONE HUNDRED TWENTY DOLLARS AND FORTY-ONE CENTS ($120.41) per week beginning September 3, 1989, and it being due and owing ~~on the third (3rd) day of each month~~ EACH WEEK THEREAFTER thereafter. Further, the husband shall provide health and hospitalization insurance coverage upon the minor children until they reach their majority and upon the wife for eighteen (18) months subsequent to the entry of the Final Decree of Divorce. Each party shall be responsible for the payment of one half (½) of any medical indebtedness incurred on behalf of the children not so covered by said insurance, including, but not limited to, dental, orthodontist, optical, psychological or extraordinary medical treatment.

The husband shall continue to maintain all life insurance policies currently in existence upon his life and further to provide the wife with a copy of same, under which the minor children shall be made irrevocable beneficiaries pending their majority with the wife to be appointed as trustee of said policy thereby entitling her to exercise any and all powers as trustee which is set forth in Section Three (3) of Chapter 110 of the Tennessee Public Acts of 1963, codified as Tennessee Code Annotated, Section 35-50-110, to the extent applicable, all of which provisions and powers are incorporated herein by reference, except that any trustee appointed thereunder shall not have those powers set forth in subparagraph Nineteen (19) of Tennessee Code Annotated, Section 35-50-110.

The husband shall be granted reasonable visitation privileges with the children beginning July 7, 1989, from Friday at 6:00 p.m. through Sunday at 6:00 p.m. on alternating weekends; every Father's Day (with every Mother's Day being granted to the wife); alternating all Federally recognized holidays (Memorial Day, 4th of July, Labor Day, Thanksgiving, and New Year's) with the husband having his first holiday visitation beginning Labor Day, 1989 and for two (2) full weeks during the summer months (June, July and August) with said two (2) week period being at the election of the husband upon reasonable notice to the wife.

2. REAL PROPERTY - The real property located at 4597 Xavier Drive, City of Antioch, County of Davidson, State of Tennessee, 37013 currently held by the parties as tenants by the entireties shall be divested from them and reinvested in fee simple absolute into the wife, Dorothy Louise Fox, said Real Property being more particularly described as follows.

> Land in Davidson County, Tennessee, being Lot No. 125 on the Plan of Oakwood Terrace, Section II, of record in Book 4460, pages 118 & 119, said Register's Office, to which plan reference is made for a more complete description.
>
> Being part of the same property conveyed to Home Federal Savings & Loan Association of Nashville by Trustee's Deed from Charles Nelson, Jr., Trustee, of record in Book 4943, page 387, said Register's Office.
>
> Being part of the same property conveyed to David L. Fox, Sr. et. ux, Dorothy Louise Fox, by deed from Home Federal Savings & Loan Association of Nashville, of record of in Book 4960, page 760, Register's Office of Davidson County, Tennessee.

The wife acknowledges that there is a mortgage indebtedness upon the abovementioned real property and she herein agrees to pay same and indemnify and hold the husband harmless from payment of same.

Any and all other real property which either party has an interest in as of the entry of the Final Decree of Divorce shall become the sole exclusive property in fee simple absolute of the husband.

3. PERSONAL PROPERTY - The wife shall be granted sole and exclusive possession of her 1983 Chevrolet Camero Z-28 and the 1976 Ford Pickup Truck. The wife acknowledges that there is a lien upon the Chevrolet Camero and herein agrees to indemnify and hold the husband harmless from payment of same.

The husband shall be awarded the 1987 Ford pickup truck on which there is a lien and he further agrees to indemnify and hold the wife harmless from payment of same. The husband shall also be awarded the recreational boat, motor and trailer.

All other items of household furniture and furnishings and personal property of the parties have heretofore been divided and each party acknowledges and ratifies this division acknowledging that all personal property in the possession of either of them as of the entry of the Final Decree of Divorce shall remain the sole and separate property of the party so possessing it.

4. DEBTS - The parties acknowledge that there are no outstanding marital debts other than routine expenses. Each party agrees to be solely and individually responsible for the payment of any debts incurred by them subsequent to the date of separation, to wit: November 29, 1988, and further agrees to indemnify and hold the other party harmless from payment of same. The assumption of the above-stated indebtedness and all other indebtedness outlined in this Marital Dissolution Agreement by each party shall be considered a duty directly related to the support and maintenance of the minor children and shall not be considered dischargeable in any bankruptcy proceeding by one party against the nonbankrupt spouse nor the children so as to allow a third party creditor to claim against the nonbankrupt spouse and/or children.

5. TAX EXEMPT STATUS - This agreement is in the transfer of appreciated property between the spouses and in connection with a divorce and is not a sell or exchange or other disposition of property but is an equal division of property by co-owners.

The parties further agree that for the tax year 1989, they will file individual income tax returns.

6. NO INTERFERENCE AND RESTRAINING ORDER - Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither party shall molest the other nor compel nor endeavor to compel the other to cohabitate or dwell with him or her. Each party shall be permanently enjoined and restrained from coming about the other for the purpose of physically abusing, threatening, harassing, or intimidating in any manner the other at their residence or at any place they might be.

7. TRIAL - It is agreed that the wife shall proceed to trial and obtain a divorce based upon the grounds of irreconcilable differences.

8. ATTORNEY'S FEES - Each party shall be responsible for the payment of his/her own attorney's fees and the husband shall pay the cost incurred in connection with this matter.

9. COLLATERAL OR MORTGAGES - To the extent that there are any outstanding debts, security or collateral requirements or mortgages for any and all the property retained by the husband and/or wife pursuant to the terms of this agreement, except as otherwise provided herein, the parties retaining those property items listed above shall pay such debts, securities, collateral or mortgages and be responsible for said debt or obligation and assume and be solely responsible for paying said debt or obligation, the same being considered in the nature of ordinary child support and each party agrees to indemnify and hold the other party free and harmless from payment of all claims, demands, liabilities and expenses with respect thereto.

10. SEPARATE MAINTENANCE - The parties agree that no separate maintenance, alimony or otherwise shall be paid by or to the husband and/or wife.

11. PENSION BENEFITS - Each party relinquishes any and all rights they might have to any pension benefit plan, annuity or IRA of the other party. The wife expressly acknowledges that the husband has such pension benefit plan, annuity or IRA through his long time employment with the Kroger Grocery Store and herein acknowledges that she is waiving any claims she may have to same in consideration of the husband transferring his interest in the homeplace to her.

12. ADDITIONAL INSTRUMENTS - Both parties agree to sign any and all deeds, titles, documents or other instruments necessary to carry out the full intent of this agreement.

13. COMPLETE UNDERSTANDING - It is further understood that this agreement is intended to be the final settlement of all property rights of the respective parties and is a discharging arising out of their mutual relationship as husband and wife and that each party hereby waives and relinquishes to the other all rights or claims which they may have or hereinafter acquire under the law of any jurisdiction on the other's property, including, without limitation, distributive shares, statutory allowances, homestead rights, the right to take against the other's inheritance, dissent or distribution, the right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by the husband and/or wife or to any property that either of them shall acquire in the future.

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

It is further understood and agreed between the parties that this agreement is being entered into without undue influence, fraud, coercion, misrepresentation or for any reason not hereinafter stated. The provisions of this agreement and its legal effect are fully known by each of the parties and each party acknowledges that it is a fair and equitable one and that it is being entered into voluntarily upon advice from their respective counsel. This agreement contains the entire understanding of the parties and there are no representations, warranties, covenances, or undertakings other than those which are expressly set forth herein.

The parties agree that this agreement, subject to Court approval, shall be incorporated in and made part of any Final Decree of Divorce which may be entered into hereafter.

IN WITNESS WHEREOF, the parties have executed this instrument on the 15th day of August, 1989, at Nashville, Tennessee.

Dorothy Louise Fox
DOROTHY LOUISE FOX

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

On this the 15th day of August, 1989, before me, Karen A. Cason a Notary Public in and for said County and State, appeared the within named Dorothy Louise Fox, with whom I am personally acquainted, stating that she has read the aforestated Marital Dissolution Agreement and is signing same for the purposes contained therein.

Karen A. Cason
NOTARY PUBLIC

My commission expires: July 24, 1993

David Luther Fox
DAVID LUTHER FOX

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

On this the 25th day of August, 1989, before me, L. R. DeMarco, a Notary Public in and for said County and State, appeared the within named David Luther Fox, with whom I am personally acquainted, stating that he has read the aforestated Marital Dissolution Agreement and is signing same for the purposes contained therein.

L. R. DeMarco
NOTARY PUBLIC

My commission expires: 5-20-92

It is, further, **ORDERED** that the above stated child support shall not be reduced or prorated pending further orders of the Court.

It is, further, **ORDERED** that all provisions of the Marital Dissolution Agreement are hereby approved and made the Order of this Court.

It is, further, **ORDERED** that the cost of this cause shall be paid by the Defendant, David Luther Fox, for which execution may issue if necessary.

ENTERED this the 31st day of August, 1989.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

W. ALLEN BARRETT
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Mail

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Nashville, Tennessee 37201
(615) 256-6681

13-31

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* 31st *day of* August, *19* 89, *in Case Number* 89D-16 *between* Dorothy Louise Fox *Plaintiff, and* David Luther Fox *Defendant, as same remains of record in Book* 180C, *Page* 2356 *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.*