183B/1474

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 73-11
Par 150

1990 JAN -8 PM 3:11

GEORGE L. ROSNER, CLERK

EVA ELIZABETH POMEROY GROOM,

Plaintiff,

vs.

D.C.

No. 88D-1775

EDWARD STEPHEN GROOM,

Defendant.

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FINAL DECREE

This cause came on to be heard on the 20th day of November, 1989, before the Honorable Muriel Robinson, Judge, upon the original Complaint for Absolute Divorce heretofore filed by Mrs. Groom, Answer filed by Mr. Groom, subsequent agreement of the parties to withdraw the Answer and allow this matter to proceed upon a noncontested basis, submission to the Court of a written Marital Dissolution Agreement heretofore signed by the parties, testimony of Mrs. Groom, statement of counsel in open Court and from the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. §36-4-101(11). It is therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and your Plaintiff, Eva Elizabeth Pomery Groom, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED AND ADJUDGED** by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does make adequate provision for the support and maintenance of the parties minor child, and an equitable division of the marital properties, and the Court approves the Agreement and incorporates the same herein verbatim as follows:

MARITAL DISSOLUTION AGREEMENT

1990 JAN -8 PM 3:29

GEORGE L. POOKER, CLERK

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **EVA ELIZABETH POMEROY GROOM**, hereinafter referred to as "Wife", against **EDWARD STEVEN GROOM**, hereinafter referred to as "Husband, under Docket No. 88D-1775, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

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

(1) CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: 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 shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of marital estate properties by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) CHILD CUSTODY: There are three (3) children born of this marriage, however, only one of the children is presently a minor, namely, Jonathan Todd Groom, age seventeen (17) years. The parties agree that the care, custody and control of the minor child will be awarded to Wife with reasonable visitation privileges reserved to Husband.

(6) CHILD SUPPORT: Husband's agrees to pay directly to Wife the sum of **THREE HUNDRED AND FIFTY ($350.00) DOLLARS** per month child

support, said payments beginning December 1, 1989, and to be payable in two installments of ONE HUNDRED AND SEVENTY FIVE ($175.00) DOLLARS each, on the first (1st) and fifteenth (15th) days of each month until the minor child graduates from high school. This amount of child support complies with the support guidelines as approved by the Court.

(7) HEALTH INSURANCE: Wife agrees to maintain health insurance coverage for the benefit of the minor child and the parties shall share equally in payment of any uncovered expenses and the deductible incurred on behalf of the child.

(8) RESIDENCE: The parties own their home at 2824 Donna Hill Drive, Nashville, Davidson County, Tennessee, as joint tenants by the entirety. All right, title and interest which Husband has, in and to, the aforementioned property shall be divested from him and the sole and exclusive ownership in said property shall be vested in Wife in fee simple and she shall assume the balance of mortgage indebtedness thereon, both first and second mortgages, and hold Husband harmless from any responsibility therefrom. The property awarded to Wife is more specifically described as follows:

> BEING Lot No. 413 on the Plan of Sunset View Subdivision, Section II, of record in Book 2663, Page 52, Register's Office, Davidson County, Tennessee.
>
> SAID Lot No. 413 fronts 168 feet on the southwesterly side of Donna Hill Drive and runs back 349.7 feet on the northwesterly line and 338 feet on the southeasterly line to a dead line in the rear on which it measures 48.38 feet.
>
> BEING the same property conveyed to Edward Stephen Groom and wife, Eva Elizabeth Groom by deed of record in Book 4502, Page 757, said Register's Office.

In lieu of Husband's equitable interest in the aforementioned property, Husband shall be awarded a judgment lien against the aforementioned property in the sum of TWENTY THOUSAND ($20,000.00) DOLLARS which judgment shall be due and payable in monthly installments of THREE HUNDRED ($300.00) DOLLARS each commencing December 1, 1991, and continuing each month thereafter until paid in full. This judgment shall bear no interest. Husband shall sign a quitclaim deed divesting his interest in the aforementioned property if requested by Wife.

(9) LIFE INSURANCE: Husband shall maintain a FIFTY THOUSAND ($50,000.00) DOLLAR life insurance policy payable to Wife as Trustee for the use and benefit of the three children until such time as the

youngest child graduates from high school. Should Husband die before the youngest child graduates from high school, then **TWENTY THOUSAND ($20,000.00) DOLLARS** of this insurance proceeds shall be used to extinquish the judgment lien heretofore mentioned in paragraph 8. After the youngest child graduates from high school, Husband shall be required to maintain **TWENTY THOUSAND ($20,000.00) DOLLARS** of life insurance on his life, which insurance may be term or whole life, as he chooses, payable to Wife until the judgment lien is paid in full. The purpose of this insurance is to provide proceeds to Wife to be used to pay any balance or balances owing on the judgment lien. To the extent that the insurance proceeds exceed the balance of the judgment lien the excess proceeds will be divided equally among the three (3) children. Additionally, Wife will maintain **TWENTY THOUSAND ($20,000.00) DOLLARS** in life insurance coverage either term or whole life, as she chooses on her life, payable to Mr. Groom for the purpose of paying off any balance or balances owing on the judgment lien. To the extent the life insurance proceeds exceed the amount owing on the judgment lien, the excess proceeds will be divided equally among the three (3) children.

(9) DEBTS: Each party will pay their sole and separate debts or indebtedness and hold the other person harmless and indemnify the other party from any responsibility thereon. Specifically, Wife shall pay her Credit Union debt of approximately **TWO THOUSAND SEVEN HUNDRED AND THIRTY SEVEN ($2,737.00) DOLLARS** and hold Husband harmless therefrom.

(10) AUTOMOBILE: Wife shall receive the sole and ownership of the 1985 Pontiac Firebird automobile. Husband shall receive the sole ownership of the 1987 Honda Accord automobile and he shall pay the balance of indebtedness thereon and hold Wife harmless therefrom.

(11) HOUSEHOLD FURNITURE AND FURNISHINGS: Wife shall receive all household furniture, furnishings and accessories located at the residence at 2824 Donnahill Drive, except the Roll Top Desk and Kitchen Aid Mixer, which shall be awarded to Husband. Husband shall retain ownership of all the personal property at his present residence at 2120 Dearborn Drive.

(12) BANK ACCOUNTS: Each party will retain their separate bank

accounts, both checking and savings or other financial accounts free from any claim of the other party.

(13) ATTORNEY FEES: Husband shall pay Wife's attorney Robert L. Jackson an attorney fee in the sum of FIFTEEN HUNDRED ($1,500.00) DOLLARS, due and payable within seven (7) days of the execution of this agreement.

(14) COURT COSTS: The Court costs shall be taxed to Husband.

(15) ENFORCEMENT PROVISION: In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(16) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

(17) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and in the keeping with her accustomed standard of living and her reasonable requirements.

(18) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(19) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(20) 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 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 or hereafter acquire 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 now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(21) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this 14 day of December, 1989, as to the Wife, and the 28th day of December, 1989, as to the Husband.

Eva Elizabeth Pomeroy Groom
EVA ELIZABETH POMEROY GROOM

Edward S Groom
EDWARD STEPHEN GROOM

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **EVA ELIZABETH POMEROY GROOM**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 14th day of ~~November~~ December, 1989.

Sachie E Reeves
NOTARY PUBLIC

My Commission Expires: 11-12-90

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 **EDWARD STEPHEN GROOM,** with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 28th day of ~~November~~ December, 1989.

Rita Parnell
NOTARY PUBLIC

My Commission Expires: 9-26-92

It is further ORDERED AND ADJUDGED by the Court that the child support payments cannot be reduced or prorated without the prior approval of this Court.

It is further ORDERED AND ADJUDGED by the Court that the child support, as set forth in the Marital Dissolution Agreement, does comply with the guidelines as set forth by this Court.

It is further ORDERED AND ADJUDGED that the addresses of the parties are as follows:

Eva Elizabeth Pomeroy Groom
2824 Donnahill Drive
Nashville, Tennessee 37214

Edward Stephen Groom
2120 Dearborn Drive
Nashville, Tennessee 37214

It is further ORDERED AND ADJUDGED that the costs of this cause are to be taxed against Edward Steven Groom, for all of which execution may issue if necessary.

Enter this 5th day of ~~November~~ Jan., 1990, ~~1989~~.

JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: ROBERT L. JACKSON
P. R #2486
SOLICITOR FOR MRS. GROOM
214 Second Avenue, North
Suite 103
1 Washington Square
Nashville, Tennessee 37201
615/256-2602

FOWLKES, DUZANE, SOLOMAN & KOCHERMAN

BY: CAROL L. SOLOMAN
P. R. # 6649
SOLICITOR FOR MR. GROOM
One Church Street
Suite 300
Nashville, Tennessee 37201
615/242-3416

27.00

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9.5.6 8.5.

IDENTIFICATION REFERENCE

JAN 11 2 51 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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* 8th *day of* January, *19* 90, *in Case Number* 88D-1775 *between* Eva Elizabeth Pomeroy Groom *Plaintiff, and* Edward Stephen Groom *Defendant, as same remains of record in Book* 183B, *Page* 1474 *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* 10th *day of* January *in the year one thousand nine hundred and* ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Peveler *D.C.*

Form #GR-117