IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

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GEORGE L. ROGERS, CLERK
K Langford D.C.

KATINA WILLIAMS,
Plaintiff,

VS.

MITCHELL CONWAY WILLIAMS,
Defendant

NO. 89D-3482

FINAL DECREE OF DIVORCE

This cause came on to be heard on 10th day of January, 1990, before the Honorable James Everett, Judge of the Probate Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife, the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties which the Court finds makes a fair and equitable division of the parties' jointly owned property, adequate and sufficient provisions for the custody and support of the parties' minor child, and the entire record in this cause. From all of which it appears to the Court that the Wife should be awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that there should be no proration or reduction of support unless otherwise ordered by this Court. It further appears to the Court that the current address of the Wife is 2510 Blair Boulevard, Nashville, Tennessee; and that the current address of the Husband is 2510 Blair Boulevard, Nashville, Tennessee.

IT IS, THEREFORE, ORDERED that the Wife be and is hereby awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

KATINA WILLIAMS, Plaintiff	)	
VS.	)	NO. 89D-3482
MITCHELL CONWAY WILLIAMS, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between KATINA WILLIAMS (hereinafter referred to as "Wife") and MITCHELL CONWAY WILLIAMS (hereinafter referred to as "Husband"), 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 the Wife has instituted divorce proceedings against the Husband, same being Civil Action No. 89D-3482 in the Probate 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 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.

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:

1. The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences, and shall be restored to all the rights and privileges of an unmarried person.

2. The parties are the parents of one minor child, ADAM MITCHELL WILLIAMS, age 8. They agree that they shall

share joint custody of said minor child, and that each party shall claim the child as a dependent for Federal Income Tax purposes on alternating years. The parties further agree that the primary residence shall be with the Wife. However, the parties shall share equally as much as possible the possession of the minor child and they shall both have equal decision making power regarding all major decisions of the health, education and welfare of the said minor child. Neither party shall remove their residence from Davidson County without prior written agreement by the parties or approval from the Court.

3. The parties agree that it is their intent that their time with the child shall be as nearly as possible equal, and that child support shall be set from the Husband to the Wife in the amount of $50.00 every two weeks. Said amount does not conform with the child support guidelines due to the agreement of the parties that their time with the child be as nearly equal as possible. The Husband shall additionally be responsible for the payment of all expenses for the child, including but not limited to clothing, medical expenses, school fees and related expenses, and day care expenses. The Wife shall be responsible for any incidental expenses.

4. The parties are the joint owners of two parcels of real property, namely, the marital residence located at 2510 Blair Boulevard, Nashville, TN 37212, with the legal description as follows:

> BEING Lot #145 and the easterly 10 feet of Lot #144 on the Map of Bransford Realty Company's Subdivision of the Edgar Jones Home Place as of record in Book 421, page 7, Register's Office for said County.
>
> SAID Lot #145 and the easterly 10 feet of Lot #144 front together 70 feet on the north side of Blair Boulevard (formerly Long Avenue) and run back between lines which measure 171.8 feet on the easterly line of Lot #145 and on the west line of the 70 foot tract 169.1 feet more or less to an alley.
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> BEING the same property conveyed to Mitchell C. Williams and wife, Katina Williams by deed from F. Wendell Johnson and wife, Jeanette Thomas Johnson, of record in Book 6286, page 396, Register's Office, Davidson County, Tennessee.
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> This conveyance is made subject to a Deed of Trust of record in Book 5010, page 263, Register's Office for Davidson County, Tennessee, which Deed of Trust is being assumed by the Grantees herein.

and an 85-acre farm located at 1705 Craggie Hope Road (formerly Route 2, Box 719), Kingston Springs, Tennessee 37082, with the legal description as follows:

> BEGINNING at an iron pin on the south side of a county road, the most southerly corner of this tract; thence N. 58 deg. 10' 32" W crossing the county road and railroad 891.77 Ft. to an iron pin and fence corner; thence along fence lines N 2 deg. 46' 20" E 1098.35 Ft. to an iron pin; N 84 deg. 52' 00" W 445.14 Ft. to a set stone; N 5 deg. 33' 03" E 793.15 Ft. to an iron pin; S 88 deg. 00' 14" E 1931.22 Ft. to an iron pin and fence corner in the bottom of a hollow; S 2 deg. 16' 50" W 1112.62 Ft. to an iron pin and fence corner; S 60 deg. 00' 00" E crossing the railroad and county road 874.50 Ft. to an iron pin; thence S 70 deg. 00' 00" W 105.60 Ft. to an iron pin; thence S 66 deg. 00' 00" W 138.60 Ft. to an iron pin; thence S 53 deg. 30' 00" W 264.00 Ft. to an iron pin; thence S 69 deg. 00' 00" W 165.00 Ft. to an iron pin; thence S 72 deg. 00' 00" W 138.59 Ft. to an iron pin; thence S 61 deg. 00' 00" W 198.00 Ft. to an iron pin; thence S 63 deg. 00' 00" W 122.10 Ft. to an iron pin; thence S 51 deg. 00' 00" 82.50 Ft. to an iron pin; thence S 58 deg. 00' 00" W 379.50 Ft. to an iron pin; thence S 75 deg. 00' 00" W 99.00 Ft. to an iron pin; thence S 88 deg. 30' 00" W 82.50 Ft. to the beginning; containing 91.22 acres more or less according to a survey plat by David Dickey dated September 29, 1988, RLS # 911.
>
> Included in the aforedescribed 91.22 acres, but excluded from this conveyance, are rights-of-way for the county road, railroad and a small cemetery in the southwest corner of said tract, as reflected in Book 114, Page 78, Register's Office for Cheatham County, Tennessee, said excluded lands consist of approximately 6.0 acres.
>
> BEING the same property conveyed to Mitchell C. Williams by deed from John S. Schneider of record in Book 274, Page 472, Register's Office for Cheatham County, Tennessee.
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> Also conveyed to the Grantor is an easement for right-of-way purposed for ingress and egress to the aforedescribed lands as being further described in Book 114, Page 78 and Book 114, Page 63, Register's Office for Cheatham County, Tennessee, to which reference is hereby made.

The parties agree that the Husband shall be awarded all right, title, and interest in and to both properties, with the Wife being divested of any interest therein, with the same being reinvested in the Husband. The Husband shall assume the outstanding indebtedness on both properties, including but not limited to mortgage, taxes, and insurance payments as well as maintenance and repair costs. The Wife shall deliver to the Husband quitclaim deeds conveying her interest in said property to him, simultaneous with the execution of this agreement. The Husband shall list the farm in Kingston Springs, Tennessee for sale immediately and shall make all reasonable efforts to obtain the sale and

closing of said property as quickly as possible. In return for the Wife's interest in said properties the Husband shall pay to the Wife $35,000.00 in cash as follows. He shall pay to the Wife $2,000.00 cash at the time of the signing of this agreement. Upon the sale and closing of the farm in Kingston Springs, Tennessee the Husband shall pay to the Wife the sum of $18,000.00. Said amount shall be paid by the attorney handling the closing on said property directly to the Wife at the time of the closing of the property. Within one year from the sale and closing of said property the Husband shall pay $15,000.00 in cash to the Wife. The Husband shall realize all federal income tax liability incurred as a result of the sale of this property. The Wife shall be granted a lien on the property located at 2510 Blair Boulevard more fully described in paragraph four of this agreement until the full $35,000.00 has been paid to her by the Husband. This shall be deemed a division of property and not alimony.

5. The Husband shall assume all marital debts incurred by either party, whether joint or separate.

6. The Husband shall provide major medical insurance and automobile insurance for the Wife for one year. The Husband agrees at the end of one year to provide major medical insurance and automobile insurance for the Wife for one additional year at the request of the Wife.

7. The parties acknowledge that all items of personal property, including household furnishings, furniture and automobiles, have already been divided and each party shall receive all right, title and interest in and to those items now in his or her possession or titled in his or her name.

8. The Husband shall pay the Court costs of this cause.

9. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. §523(5) which is not dischargeable in bankruptcy as to the other party.

10. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

11. 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 attorney's fees, incurred in prosecuting the action.

12. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

13. 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.

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

15. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

16. 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.

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

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

19. It is understood and agreed between the parties that, as 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.

20. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

Katina Williams
KATINA WILLIAMS

Mitchell Conway Williams
MITCHELL CONWAY WILLIAMS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Terry C. Williams, a Notary Public in and for the aforesaid County and State, Katina Williams, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 9 day of Jan., 1990.

Terry C. Williams
NOTARY PUBLIC

My Comm. Expires: 7-18-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Terry C. Williams, a Notary Public in and for the aforesaid County and State, MITCHELL CONWAY WILLIAMS, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 9 day of Jan., 1990.

Terry C. Williams
NOTARY PUBLIC

My Comm. Expires: 7-18-92

IT IS FURTHER ORDERED and DECREED that the costs of this cause shall be and are hereby taxed against Husband and it is further ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

IT IS FURTHER ORDERED that there shall be no proration or reduction of support unless otherwise ordered by this Court.

Entered this 10th day of January, 1990.

JUDGE

APPROVED FOR ENTRY:

Kathryn G. Griffin
S. C. Reg. No. 10232
Attorney for Wife
43 Music Square West
P. O. Box 121857
Nashville, TN 37212
(615) 244-4270

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree was mailed to Mitchell Conway Williams, 2510 Blair Boulevard, Nashville, TN 37212 on this the 10th day of January, 1990.

Kathryn G. Griffin

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IDENTIFICATION REFERENCE

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DAVIDSON COUNTY, TN

BOOK 8029 PAGE 688

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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* TENTH *day of* JANUARY, *19* 90, *in Case Number* 89D-3482 *between* KATINA WILLIAMS *Plaintiff, and* MITCHELL CONWAY WILLIAMS *Defendant, as same remains of record in Book* 52B, *Page* 973 *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* 22nd *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 Walter L. Adams *D.C.*

Form #GR-117