IX4/12/1157

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY KATHRYN ALLEN Complainant/Wife	)	120-09 97
VS.	)	NO. 89D-3904
ROBERT LEE ALLEN Defendant/Husband	)	

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90 FEB -9 PM 3:45
CIRCUIT COURT CLERK
D.C.

FINAL DECREE

This cause came on to be heard on the 9th day of February, 1990, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint for an absolute divorce filed by the Plaintiff, Mary Kathryn Allen. Upon hearing of testimony of the Complainant, statements of counsel, and the entire record in this cause, from all of which the Court is of the opinion and finds as follows:

That from the testimony presented to the Court, it appears the parties have irreconcilable differences in their marriage and that the Plaintiff, Mary Kathryn Allen, is entitled to an absolute divorce on the grounds of irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the Complainant, Mary Kathryn Allen is hereby awarded an absolute divorce from the Defendant, Robert Lee Allen, upon the grounds of irreconcilable differences T.C.A. Section 36-4-101(11), and she is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. Section 36-4-103(b), the Court affirmatively finds that the parties hereto have entered into a written, executed Marital Dissolution and Child Custody Agreement and the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement and that the agreement is fair for the equitable settlement of any property and real property rights as between them and adequate and sufficient provisions for the custody and support of the minor children. The Court further finds that the child support that the

Husband is paying is in accordance with the guidelines propounded by the TDHS title IV-D reflected amount of 46% of his net income.

The Court hereby approves the agreement and the same is hereby incorporated in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

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1989 NOV -1 AM 11:54
JANE L. ROCKER, CLERK

This Agreement made and entered into on this the 31st day of October, 1989, by and between MARY KATHRYN B. ALLEN, hereinafter called the ~~"wife", and~~ ROBERT LEE ALLEN, hereinafter called the "husband";

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and as a result there is presently pending in the Circuit Court for Davidson County, Tennessee, a suit for Absolute Divorce filed by the wife against the husband bearing Docket No. 89D-3904 and

WHEREAS, these parties are presently living separate and apart and desire to settle their rights and interests regarding disposition of their real and personal property, they have agreed upon the following as evidenced by their signatures hereto, and they contract as follows:

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving their marriage.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. It is agreed between the parties that the wife is the proper and fit person to have care, custody and control of the parties' minor children, Summer Lynn Allen, Robert Lee Allen, II, Shelby Lad Allen and Esther Lane Allen. The husband is to have reasonable visitation with the minor children.

2. Both parties understand and agree that the the husband shall pay direct to the wife the sum of Two Thousand Dollars Dollars ($2,000.00) per month representing child

support and the parties agree that the husband's gross income is presently Three Thousand Seven Hundred Fifty Dollars ($3,750.00) per month. Said suport of Two Thousand Dollars ($2,000.00) per month is in conformity with the federal child support guidelines.

3. It is understood and agreed by the parties that medical insurance on the children shall be carried by the husband. Any and all expenses not covered by insurance will be paid by the husband, including optometrist, orthodontic and dental bills.

4. The parties would show that the real property jointly owned and known as 604 Glenpark Drive, Nashville, Davidson County, Tennessee has an indebtedness against it by First Guarantee Mortgage Company and that the wife shall have the exclusive possession of said real property until the youngest child reaches eighteen (18) years of age or if the parties agree to sell the property earlier. The parties further agree that the cost of insurance , taxes and the mortgage indebtedness owed to First Guarantee Mortgage will be the wife's responsibility and she shall hold the husband harmless thereon. The parties agree that the maintenance and repairs on the real property shall be paid equally by both parties. The wife agrees to contact the husband and send any bills to the husband that are incurred for the maintenance and repair of the real property and the husband shall promptly pay his 1/2 within thirty (30) days of receipt if the same. Both parties understand that after the divorce is final the property is owned as tenants in common and either party may petition the Court of competent jurisdiction to partition the real estate after the youngest child reaches eighteen (18) years of age or earlier by agreement. The parties agree that any partition, sale, or disposal of the property shall occur within ninety (90) days after the youngest child reaches eighteen (18) years of age. Said real property is more particularly described as follows:

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Land in Davidson County, Tennessee, being Lot No. 5A-61 on the Plan of Glengarry Park, Section 5-A,

or record in Book 3300, Page 58, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.

It is further agreed by the parties that when the real property is sold that any equity in the property shall be split equally between the parties after the deduction of all costs and closing which shall be borne equally by the parties.

5. Both parties agree that the wife may carry life insurance on the husband payable to the wife and the husband is to execute any documents necessary for execution thereof. The parties further agree that the husband may carry life insurance on the wife payable to the husband and the wife is to execute any documents necessary for its execution.

6. Both parties agree to relinquish any interests in any retirement, pension or employment benefit plans.

7. The parties agree that they have divided their household furniture, furnishings, and appliances and each party shall retain the sole and exclusive ownership of said items of personal property in his or her possession at the time of the signing of this Agreement.

8. The parties agree that the husband is responsible for the following debts and will hold the wife harmless thereon; the Master card in the amount of Four Thousand Dollars ($4,000.00), Sears in the amount of Twenty Five Hundred Dollars ($2,500.00), Discovery in the amount of Fifteen Hundred Dollars ($1,500.00) and VA foreclosure claim in the amount of Fifteen Thousand Dollars ($15,000.00).

9. The parties agree that the husband will retain the 1976 Jeep Camache and shall hold the wife harmless on the indebtedness owed to Rock County National Bank in the the amount of Twenty Four Hundred Dollars ($2,400.00). The wife shall retain the 1980 Chevrolet Suburban free and clear of the husband and both parties agree that it has no indebtedness thereon.

10. Except as otherwise provided herein, each party agrees to be responsible for any debts or liabilities in his or her name individually and hold the other harmless for said obligation from and after the date of the execution of this Agreement by the parties. It is understood and agreed between the parties that from and after the date of execution of this Agreement by the parties, neither will contract any indebtedness upon the credit of the other and neither shall be compelled to pay any future debt of the other and the party for whose benefit such payments are made will indemnify the other to the full extent of the amounts paid including any interest and legal expenses incurred, if any. It is further understood and agreed between the parties that in the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Agreement, he or she also shall be entitled to judgment for reasonable expenses, including, but not by way of limitation, attorney fees and court costs.

11. Both parties agree that the husband may retain any 1989 tax refund, if any, and to assume any liability, if any, and hold the wife harmless thereon.

12. The husband shall be responsible for all attorney fees and Court costs of this cause.

13. Both parties hereby waive any and all further claims for alimony against the other.

14. The wife shall proceed to trial to obtain an Absolute Divorce upon the ground of irreconcilable differences.

15. 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, harass or abuse the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

16. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any

questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

17. 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 is a division of property by co-owners.

18. Each party represents and warrants that he or she has made a full disclosure to the other of all their assets and liabilities. Each party acknowledges that the failure to disclose any assets or liabilities would be considered a breach of this Agreement and would subject this Agreement to being reopened at a later time by the Court.

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

20. 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 and 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, courtesy, statutory allowance, homestead rights, rights to take against the will, rights to take by dissent and distribution, and rights 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 the wife and the husband individually or jointly, or any property that either of them may acquire in the future.

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

22. 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 of this Agreement and their legal effects are fully known by each of the parties and each party acknowledges that it is fair and equitable and it is being entered into voluntarily and with advice from counsel.

23. Both parties acknowledge that they have sought independent tax advise regarding the tax ramifications of this agreement and that the attorney or attorneys hsve not indicated any expertise in tax areas, nor has the attorney/attorneys advised either party regarding any tax consequences arising out of this agreement.

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

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

26. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties.

27. Both parties further acknowledge that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein. If approved by the Court, then this Agreement will be incorporated into any final decree of divorce which shall be rendered by the Court. However, in the event that no divorce is granted to either party in this matter or the Court fails to approve this Agreement, then this Agreement is of no force and effect.

IN WITNESS WHEREOF, the parties, after first having read this instrument and familiarized themselves with its contents and its meaning, have signed and executed this Agreement on the date first above written.

Mary Kathryn Allen
MARY KATHRYN ALLEN

Robert Lee Allen
ROBERT LEE ALLEN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said county and state, MARY KATHRYN ALLEN, with whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires: Sept 26, 1992

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said county and state, ROBERT LEE ALLEN whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires: Sept 26, 1992

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It is further ORDERED, ADJUDGED and DECREED that all provisions of said agreement are hereby approved and made a judgment of the Court.

It is further ORDERED, ADJUDGED and DECREED that the child support shall not be reduced or prorated except by order of the Court.

It is further ORDERED, ADJUDGED and DECREED that the Court costs shall be paid by the Defendant/Husband of this cause, for all of which let execution issue if necessary.

ENTERED this the 9th day of Feb., 1990

Muriel Robinson
MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY;

FISHBURN, WARE, HAGAR & CRAWFORD

Larry H. Hagar
LARRY HOUSTON HAGAR (BPR #11275)
Attorney for Complainant
Suite 2121, Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
(615) 242-8107

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent, via United States Mail postage prepaid, to Robert L. Aleen, 2531 Glenrose Apt. 6-A, Nashville Tennessee 37217 on this the 9 day of February, 1990.

Larry H. Hagar
LARRY HOUSTON HAGAR

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IDENTIF. TREFERENCE

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DAVIDSON COUNTY TN.

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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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 9th *day of* February, *19* 90, *in Case Number* 89D-3904 *between* Mary Kathryn Allen *Plaintiff, and* Robert Lee Allen *Defendant, as same remains of record in Book* 184B, *Page* 1151 *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* 14th *day of* February *in the year one thousand nine hundred and* ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Parker *D.C.*

Form #GR-117