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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

CLAUDIA ROSE BRADLEY,)
)
Wife,)
)
vs.) Docket No: 88D-4353
)
HENRY RANDALL BRADLEY,)
)
Husband.)

Map 95-9
Par 26 Js

FINAL DECREE

This cause came on to be heard on the 13th day of March, 1990, before the Honorable Joe P. Binkley, Sr., sitting special Judge for the Honorable James R. Everett, Jr., Judge for the Probate Court of Davidson County, Tennessee, upon the wife's complaint for absolute divorce and the parties having entered into a marital dissolution agreement which provides for the custody and support of the parties minor children, division of the parties' respective rights and interest in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon hearing statements of counsel for the wife, statements of wife and the entire record as a whole, the Court finds that the allegations of wife's complaint are sustained by the proof in that there exist irreconcilable differences and that the marital dissolution agreement entered into by the parties made adequate and sufficient provision for the equitable settlement of the property rights between then and made adequate and sufficient provision for the custody and maintenance of the parties' minor children; that this Agreement shall be approved; and that the ninety-day period, as required by statute has elapsed.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that the Wife, Claudia Rose Bradley, be, and is hereby, awarded an absolute divorce from Husband, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the

parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED** and **DECREED** that the parties inform this Court of any change of address within thirty (30) days of any such change, which address is different from the parties' present addresses hereafter stated:

Claudia Rose Bradley 129 Quinn Circle Nashville, Tennessee 37214	Henry Randall Bradley 422 Peachtree Crescent Nashville, Tennessee 37214

It is further **ORDERED, ADJUDGED** and **DECREED** that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

CLAUDIA ROSE BRADLEY, Wife,	)	
vs.	)	Docket No: 88D-4353
HENRY RANDALL BRADLEY, Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between Claudia Rose Bradley, (hereinafter referred to as "Wife") and Henry Randall Bradley, (hereinafter referred to as "Husband"), in Nashville, Davidson County, Tennessee, subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

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, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. **Pending Action**. The parties acknowledge that the Wife has filed a divorce action in the Probate Court for Davidson County, Tennessee, Docket Number 88D-4353, which action is pending.

2. **Custody**. The parties agree that the Wife shall have exclusive care, custody and control of the parties minor children, Michael Thomas Bradley, born July 7, 1978, Shannon Michelle Bradley, born June 3, 1980 and Kristi Lynn Bradley, born May 25, 1982.

3. **Visitation**. The Husband shall have standard alternate weekend visitation with the children. The husband shall have the children for two (2) weeks in the summer months with one months notice of same.

Both parties shall be **RESTRAINED** and **ORDERED** to cease and desist immediately from any derogatory, opinionated or inflammatory remarks about the other spouse in or around the presence of the minor children.

4. **Child Support**. Husband shall pay Three Hundred Seventy-three Dollars ($373.00) per month to be paid bi-monthly as child support to be paid through wage assignment. The husband shall pay an additional Fifty Dollars ($50.00) per month toward the arrearage in child support existing at the time of execution of the agreement. The husband's total monthly payment shall be Four Hundred Twenty Three Dollars plus the clerk's usual five percent commission for a total payment of Four Hundred Forty Four and 15/100 Dollars ($444.15) to be paid through wage assignment and reviewed in ninety (90) days. Unless specifically ordered by the Court, this amount shall not be reduced or prorated.

The parties acknowledge that the husband has paid and the wife has received Eight Hundred Dollars ($800.00) upon execution of this agreement.

5. **Health Insurance.** Wife shall maintain major medical insurance on the minor children. The husband shall be responsible for all costs not covered by said insurance, including but not limited to, the deductable and all medical, mental health, eyecare, dental, ophthalmology, orthodontic and other reasonable expenses incurred by the minor children. Payments owed by the husband over the insurance coverage available are due and payable within thirty (30) days of demand of same.

6. **Joint Debts.** The wife shall be responsible for the first and second mortgages on the homeplace. The wife shall be responsible for the Visa credit cards debts outstanding. The wife shall be responsible for the Discover card and the husband shall reimburse the wife in the amount of Two Hundred and Seventy-Five Dollars (275.00) for the debts owed on same. Each party shall assume any other indebtness in her or her own name and shall hold the other party harmless thereon.

7. **Personal Property.** All personal property has been divided between the parties prior to the execution of this agreement.

8. **Automobiles.** Husband shall retain possession of the vehicle currently in his possession and shall hold the Wife harmless from any and all liability resulting from his use and operation thereof. Wife shall retain possession of the vehicle currently in her possession and shall hold the Husband harmless from any and all liability resulting from her use and operation thereof. Both parties agree to assume full responsibility for the payment of the indebtness due on each parties respective automobiles and shall hold the other party harmless on the same.

9. **Real Property.** The parties own a parcel of real estate as tenants by the entirety, which is located at 129

Quinn Circle, in Nashville, Davidson County, Tennessee 37215. The parties have agreed that any right, title and interest, equitable or otherwise, that the Husband has in said property shall be vested in the Wife and the Husband shall execute a Quit Claim Deed of all right, title and interest in the real estate to the Wife as part of this Marital Dissolution Agreement.

10. **Stocks, Bonds and Bank Accounts.** The wife shall receive sole interest in all stocks and/or bonds and/or bank accounts presently in existance in the parties names jointly or severally, in fee simple and absolute.

11. **Court Costs.** Any court costs incurred as a result of the pending action for absolute divorce shall be paid by the Husband, for which let execution issue, if necessary.

12. **Enforcement.** In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

13. **Further Assurances.** The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purpose of this Agreement.

14. **Incorporation.** With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this

Agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail or decline to incorporate this Agreement or any provision thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

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

16. Modification and Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any terms by either party shall have no effect on any other term.

17. Full and Final Settlement. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights,

except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

18. **Voluntary Agreement.** It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without any undue influence, fraud coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

19. **Non-Dischargeability.** 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. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

3/2/90
DATE

Claudia Rose Bradley
CLAUDIA ROSE BRADLEY

3/2/90
DATE

Henry Randall Bradley
HENRY RANDALL BRADLEY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I, **CLAUDIA ROSE BRADLEY**, after first being duly sworn, makes oath that the statements contained therein are true and correct to the best of her knowledge, information, and belief and are not made out of levity or by collusion with Husband but out of sincerity and truth for the causes alleged herein.

Claudia Rose Bradley
CLAUDIA ROSE BRADLEY

SWORN to and **SUBSCRIBED** before me on this 2nd day of March, 1990.

Monica D. Edwards
NOTARY PUBLIC

My Commission Expires: 11/27/93

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I, **HENRY RANDALL BRADLEY**, after first being duly sworn, makes oath that the statements contained therein are true and correct to the best of his knowledge, information, and belief and are not made out of levity or by collusion with the Wife but out of sincerity and truth for the causes alleged herein.

Henry Randall Bradley
HENRY RANDALL BRADLEY

SWORN to and **SUBSCRIBED** before me on this 2ND day of March, 1990.

Vickie L. Corbett
NOTARY PUBLIC

My Commission Expires: 5/20/92

IT IS ORDERED, in accordance with said marital dissolution agreement, that the real property, located at 129 Quinn Circle, Nashville, Davidson County, Tennessee 37214, shall be the wife's in fee simple and the property located at 129 Quinn Circle in Nashville, Davidson County, Tennessee is described in words and figures as follows:

> **LAND** in Davidson County, Tennessee, being Lot No. 14 on the W.E. Quin, Jr.'s Lebanon Road Subdivision as of record in Book 1424, Page 111, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate legal description.
>
> **BEING** the same property conveyed to Henry Randall Bradley by deed from David D. Gashaw et ux, Jean S. Gashaw of record in Book 5864, Page 755, Register's Office of Davidson County, Tennessee.

The final costs of this cause shall be paid by the husband, Henry Randall Bradley, for which let execution issue, if necessary.

ENTER this the 15 day of March, 1990.

Joe P. Binkley

HONORABLE JOE P. BINKLEY, SR.
sitting special Judge for the
Probate Court of Davidson
County, Tennessee

PREPARED FOR ENTRY BY:
THE LAW OFFICE OF
GEORGE H. THOMPSON, III

Vickie Corbitt

Vickie Corbitt
Attorney for Wife
112 Stahlman Building
Nashville, TN 37201
(615) 242-2180
Supreme Court No. 11429

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been mailed, postage paid, to Mr. Steven H. Strain, Attorney at Law, 2400 Crestmoor Drive, Nashville, TN 37215, on this the 13TH day of March, 1990.

Vickie Corbitt
Vickie Corbitt

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IDENTIF. REFERENCE

Apr 26 10 34 AM '90

mail
Claudia Bradley
129 Queen
Circle
Nash Tenn
37210

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* 13th *day of* March, 19 90, *in Case Number* 88D-4353 *between* Claudia Ross Bradley *Plaintiff, and* Henry Randall Bradley *Defendant, as same remains of record in Book* 53B, *Page* 1234 *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* 26th *day of* April *in the year one thousand nine hundred and* ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Dot Lavery *D.C.*

Form #GR-117