((187 B 1167

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

ELISABETH KIMBERLY SLOAS,)
)
Plaintiff/Wife,)
)
vs.) DOCKET NO. 89D-4295
)
JIMMIE LEE SLOAS,)
)
Defendant/Husband.)

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FINAL DECREE

This cause came to be heard on the 7th of June, 1990 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by Plaintiff/Wife and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; testimony of the Plaintiff/Wife, Elisabeth Kimberly Sloas; statement 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 that the parties hereto have irreconcilable differences in this marriage; it is, therefore

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved, and Plaintiff/Wife, Elisabeth Kimberly Sloas, is hereby awarded an absolute divorce from Defendant/Husband, Jimmie Lee Sloas, upon the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written, executed Marital Dissolution Agreement, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement, for the fair and equitable settlement of any property rights and child custody rights between them. Said Marital Dissolution Agreement is more specifically, in words and figures, as follows:

((181 B/1168

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 8133 PAGE 724

ELISABETH KIMBERLY SLOAS,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	Docket No. 89D-4295
	)	
JIMMIE LEE SLOAS,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION, CHILD CUSTODY AND SUPPORT AGREEMENT

THIS AGREEMENT is entered into by and between ELISABETH KIMBERLY SLOAS and JIMMIE LEE SLOAS, 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 Wife instituted divorce proceedings against Husband on December 6, 1989, being Civil Action No. 89D-4295, in the Fourth Circuit Court for Davidson County, Tennessee, at Nashville; and

WHEREAS, it is the decision of the parties as so far as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, child custody rights, 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;

WHEREAS, Wife is represented by Douglas E. Jones, Attorney at Law, and Husband is represented by Carol Soloman, Attorney at Law;

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:

I.

DIVORCE

Husband and Wife agree that Wife shall proceed to obtain an absolute divorce from Husband based upon the grounds of irreconcilable differences.

II.

CUSTODY AND VISITATION

Sole custody of the parties minor children, James Matthew Sloas, born April 13, 1982, and Aaron Kelley Sloas, born October 29, 1985, shall be awarded to Wife and she shall be responsible for the care, supervision and guidance of the parties children.

Husband shall be granted visitation with the children on the first and third week-end of each month beginning April, 1990. Such regularly scheduled visitation shall begin on Fridays at 4:00 P.M. and end on Sundays at 4:00 P.M. Husband shall pick up the minor children at the mother's home on Friday and shall return the children to a mutually agreeable location on Sundays. In the event Husband cannot exercise his regular visitation, he shall give Wife a minimum of twenty-four (24) hour notice.

Holiday visitation will be as follows: Easter, 1990 - The minor children shall spend Easter with Wife; July 4, 1990 - shall be spent with Husband; Labor Day, 1990 - shall be spent with Wife; Thanksgiving Day, 1990 - shall be spent with Husband; Christmas, 1990 - Wife will have the minor children from Christmas break until Noon on Christmas Day and Husband shall have the children from Noon on Christmas Day until school resumes. In 1991, and thereafter, holiday visitation will be alternated from the visitation schedule followed in 1990. The week-end visitation schedule shall be modified if necessary, so that the children are with the Mother on Mother's Day and with the Father on Father's Day.

As summer visitation, Husband shall have the minor children for two (2) weeks at two week intervals. Husband shall notify Wife a minimum of two weeks prior to exercising summer visitation.

All visitation with Husband, other than the regularly scheduled visitation, shall be effectuated by Husband picking up the minor children at Wife's place of residence, or such place as she designates, and Husband returning children to Wife's residence, or such place as she designates.

III.

CHILD SUPPORT

It is further agreed between the parties that Husband shall pay the sum of Seven Hundred ($700.00) Dollars on the 1st day of each and every month. The first payment shall be due and payable on or before April 1, 1990 and continue until the youngest child reaches the age eighteen (18), graduates from high school or with the class of which he or she is a member graduates from high school, whichever occurs last.

In the event the minor children desire to attend college or vocational school upon his graduation from high school, Husband agrees to pay one half of the costs of a four (4) year college or vocational education for the children. The expenses to be paid by Husband toward the college or vocational education shall include, but not be limited, to tuition, room, board, fees, medical and dental expenses, books and supplies.

IV.

MEDICAL INSURANCE

Husband agrees to carry and maintain major medical and hospitalization coverage on the minor children. Each party shall pay one half of all psychiatric, psychological, ophthalmologic, orthodontist, optical, dental and other medical expenses of the children, including glasses and contacs which are not covered by insurance. Husband shall pay his one half share directly to Wife within 10 days of receipt of the bills from Wife. Husband shall provide Wife with a copy of the policy and shall instruct the insurance company to notify her if the premiums are not paid in a timely fashion. Additionally, Husband agrees to continue to carry Wife on his insurance plan for as long as the policy permits or pay one half of the premiums for the conversion of her insurance to a private plan until she obtains insurance coverage or for a period not to extend beyond December 31, 1990.

V.

LIFE INSURANCE

To secure his obligation for child support, medical expenses and the education of the parties minor children pursuant to the terms of this Agreement, Husband shall maintain insurance on his life in the amount of Seventy-Five Thousand ($75,000.00) Dollars and shall pay all premiums required by the terms of the policy or policies. He shall name Elisabeth Kimberly Sloas as beneficiary of the policy as Trustee for the parties minor children. In her capacity as Trustee, Elisabeth Kimberly Sloas, shall be authorized to use the proceeds of the policy to fulfill Husband's obligations pursuant to the terms of this Agreement and to provide generally for the health, education and welfare of the parties children. Any funds remaining in the hands of the Trustee at such time as the youngest child attains age twenty-three (23) shall be distributed outright to said children. Husband shall furnish Wife with a copy of the policy or policies and a copy of the appropriate beneficiary designation. He shall instruct the insurance carrier to notify Wife in the event the premiums are not paid in accordance with the policy requirements.

VI.

TAX DEPENDENT DEDUCTIONS

For the 1989 tax year and all subsequent years, Wife shall claim both children, James Matthew Sloas and Aaron Kelley Sloas, as dependents. The parties agree to file a joint income tax return for 1989 and share equally in any tax refund. Husband agrees to pay any additional taxes owed for 1989.

VII.

NON DISCHARGEABLE DEBTS

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 therefore, 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.

VIII.

MOTOR VEHICLES

Husband and Wife agree that the Husband shall have the title and possession of the following described vehicle: 1988 Nissan V.I.N. #JN8HD16Y1JN014793. The Wife agrees to sign any and all documents of title necessary to vest full and complete title in Husband. Husband and Wife further agree that the Husband hereby assumes and agrees to pay the indebtednesses on the 1988 Nissan Path Finder agrees to indemnify and hold Wife harmless from any default thereon.

Husband and Wife agree that Wife shall have the sole title and possession of the following described vehicle: 1988 Ford Taurus automobile, V.I.N. #1FABP55U1JA199896. Husband agrees to sign any and all documents of title necessary to vest full and complete title in Wife. Husband and Wife further agree that the Wife hereby assumes and agrees to pay the indebtedness on the 1988 Taurus automobile and agrees to indemnify and hold Husband harmless from any default thereon.

IX.

DEBTS

Husband and Wife agree that Husband shall be solely responsible for the total indebtedness to Sears, Dillards, Citibank Visa, Credit Card Center Visa, Amoco, B.P. Oil Company, Lowes, Nashville Electric Service Heat Pump Loan, Beneficial Finance, and Medic Count.

Husband and Wife further agree that Husband shall be solely responsible for any payment due the Internal Revenue Service and shall hold Wife harmless from payment of same.

The parties agree that neither shall incur any debt or make any contract for which the other or the others estate may be liable, except as otherwise specifically provided herein. The Wife represents and warrants to Husband that she has not incurred any debts nor made any contracts for which the Husband or his estate may be liable except as known to him. Husband represents and warrants to Wife that he has not incurred any debts nor made any contracts for which the Wife or her estate may be liable

except as is known to her. From and after the date hereon, and except as otherwise herein provided, neither of the parties shall be responsible for the debts of the other party; and to the extent that one party is held liable for such indebtedness by third parties, the other party shall indemnify and hold harmless the party held liable inclusive of costs and attorney fees.

X.

HOUSEHOLD FURNITURE AND FURNISHINGS

Husband and Wife agree that the Wife shall receive all right, title and interest in and to the articles of personal property on Exhibit "A", and Husband hereby waives, releases and relinquishes unto Wife all his right, title and interest in and to said property. Such Exhibit "A" is incorporated herein by reference as if copied verbatim.

Husband and Wife agree that the Husband shall receive all right, title and interest in and to the articles of personal property on Exhibit "B", and Wife hereby waives, releases and relinquishes unto Wife all her right, title and interest in and to said property. Such Exhibit "B" is incorporated herein by reference as if copied verbatim.

XI.

REAL PROPERTY

The parties currently jointly own the marital home located at 311 April Lane, Nashville, Davidson County, Tennessee. The parties agree that Husband shall convey his interest in the parties property to Wife by execution of a Quitclaim Deed and Wife shall assume sole and separate responsiblity for paying any home mortgage, utilities, taxes and other expenses relating to the April Lane Residence and shall hold Mr. Sloas harmless from any liability therefor.

XII.

INDEMINIFICATION

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 party against whom said claim is made shall

be entitled to recover from the other 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 fees.

XIII.

ENFORCEMENT

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 fees, incurred in prosecuting the action.

XIV.

COURT COSTS

Husband and Wife agree that Husband shall pay the costs of this cause.

XV.

ATTORNEY FEES

Husband agreees to reimburse the Wife for the payment of her attorney fees in the amount of Three Hundred ($300.00) Dollars, said payment to be made to Wife on the date of the Final hearing in this matter.

XVI.

FINAL SETTLEMENT

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 under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, 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 owned by the parties, individually or jointly, or any property that either of them may accrue in the future.

XVII.

VOLUNTARY AGREEMENT

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

XVIII.

FURTHER CO-OPERATION

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.

XIX.

RESTRAINING PROVISIONS

Each party agrees to refrain from harassing, intimidating the other party or otherwise interfering in the other party's life or affairs except as set out in this Agreement.

XX.

SEVERABILITY

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

XXI.

ENTIRE UNDERSTANDING

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

IN WITNESS WHEREOF, the parties, having read this instrument and familiarized themselves thoroughly with its contents, have signed and executed this instrument on the dates below written.

ELISABETH KIMBERLY SLOAS, Wife

JIMMIE LEE SLOAS, Husband

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for and the above state and county, the within named, **ELISABETH KIMBERLY SLOAS**, with whom I am familiar, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 23rd day of May, 1990.-

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for and the above state and county, the within named, **JIMMIE LEE SLOAS**, with whom I am familiar, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 19th day of May, 1990.

NOTARY PUBLIC

My Commission Expires:

09-26-92

DEJ15/VS
A:SLOAS.MDA

EXHIBIT "A"

EXHIBIT "B"

It is ORDERED that the Marital Dissolution Agreement, Paragraph X - Household Furniture and Furnishings, be amended to reflect that the parties acknowledge each have his or her own personal property in his or her possession, which shall become that person's sole property, and therefore Exhibits "A" and "B" attached to the Marital Dissolution Agreement would not have an itemization of personal property.

It is, therefore, ORDERED, ADJUDGED AND DECREED that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, except the hereinabove referenced Paragraph X, are hereby approved by the Court and made a judgment hereof in all respects.

Defendant/Husband shall pay all costs of this cause, for which execution may issue, if necessary.

The addresses of the parties are as follows:

Elisabeth Kimberly Sloas
311 April Lane
Nashville, Tennessee 37211

Jimmie Lee Sloas
2106 Wildflower Lane
Nashville, Tennessee

Enter this the 14th day of June, 1990.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

JONES & ROGERS

DOUGLAS E. JONES, #4324

DOTTIE W. GRIEF, #10457

Attorneys for Plaintiff/Wife
Suite 2500 L & C Tower
401 Church Street
Nashville, Tennessee 37219
(615) 256-3774

CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing Final Decree has been mailed by U.S. Mail, postage prepaid to Carol Soloman, Attorney for Defendant, One Church Street, Nashville, Tennessee, 37201 this the 14th day of June, 1990.

DOTTIE W. GRIEF

DEJ15/VS
A:SLOAS.FD

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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* 14th *day of* June, *19* 90, *in Case Number* 89D-4295 *between* Elisabeth Kimberly Sloas *Plaintiff, and* Jimmie Lee Sloas *Defendant, as same remains of record in Book* 187B, *Page* 1167 *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* 18th *day of* June *in the year one thousand nine hundred and* ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K Langford *D.C.*

Form #GR-117