54B|1020

BOOK 8136 PAGE 525

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

MELISSA DAWN JOHNSON GRAVES
Plaintiff

V.

JOSEPH FIELDS GRAVES
Defendant

NO. 89D-1068

Map 119-5
Par 314 etc

FINAL DECREE

This cause came on to be heard March 19, 1990, before the Honorable Jamres R. Everett, Jr. Judge of the Probate Court for Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the plaintiff/wife, the marital dissolution agreement entered into by and between the parties in open Court, the answer of the plaintiff/husband having been withdrawn in open Court, the testimony of the plaintiff/husband, statement of counsel, and the entire record in this cause, from all of which the Court was of the opinion that the allegation contained in the original complaint was fully sustained, that is, that such irreconcilable differences exist between the parties as makes a reconciliation impossible.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff/wife be, and she is hereby granted an absolute divorce from the defendant/husband and restored to all the rights and privileges of an unmarried person.

It is further, ORDERED, ADJUDGED and DECREED by the Court that the marital dissolution agreement entered into by and between the parties, which the Court found from the review of said agreement, to be a fair and equitable settlement of all property rights existing between them, and further which agreement made sufficient and adequate provisions for the custody and maintenance of the minor child of the parties. The Court therefore, approved said marital dissolution agreement and ordered the same made a part of this final decree of divorce and incorporated herein. Said marital dissolution agreement is in words and figures as follows:

1990 MAY -3 PM 3:18

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C.

MELISSA DAWN JOHNSON GRAVES Plaintiff	)	
V.	)	NO. 89D-1068
JOSEPH FIELDS GRAVES Defendant	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between **MELISSA DAWN JOHNSON GRAVES**, hereinafter referred to as wife, and **JOSEPH FIELDS GRAVES**, hereinafter referred to as husband, this 28 day of March, 1990.

W I T N E S S E T H:

WHEREAS, the parties are experiencing marital difficulties and a complaint for absolute divorce has been filed by the wife in the Probate Court for Davidson County, Tennessee, styled MELISSA DAWN JOHNSON GRAVES v. JOSEPH FIELDS GRAVES, under docket number 89D-1068, and

WHEREAS, the parties have experienced such irreconcilable differences in their marriage which make a reconciliation impossible, and

WHEREAS, the parties desire to enter into this marital dissolution agreement, which agreement they consider to be a fair and equitable settlement of all property rights existing between them, and further makes adequate and sufficient provision for the custody, maintenance and support of the minor child of the parties, Kayla Chere Graves, and

WHEREAS, the parties desire that the court approve this marital dissolution agreement, and that the same be made a part of any final decree of divorce entered in this cause, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action, and have been advised by counsel.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The wife will be awarded the absolute care, custody and control of the minor child of the parties, Kayla Chere Graves, with reasonable visitation awarded to the husband.

The husband will be awarded visitation with the minor child every other weekend from Friday at 6 p.m. until Sunday at 6 p.m., and every Wednesday from 6 p.m. until 8 a.m. on Thursday.

2. The husband will pay to the wife the sum of $30 per week as child support.

3. That whatever right, title or interest that the wife has or may have in the real estate owned by the parties, located at 103 Lutie Street, Nashville, Tennessee will be divested out of her and vested in the husband as his sole and separate property. Said real estate is more fully described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 156 on the Plan of the subdivision of Lots 3 & 4 and parts of Lots 5 & 6 of the Cumberland Nurseries Plan of record in Book 332, page 148, of the Register's Office for said County, to which plan reference is hereby made for a more complete and detailed description of said lot.
>
> BEING the same property conveyed to Joseph F. Graves and wife, Melissa D. Graves by deed from Lawrence R. Loring and wife, Carol Loring, of record in Book 7155, page 434, Register's Office for Davidson County, Tennessee.

4. The husband will maintain major medical, hospital and dental coverage on the minor child of the parties, and each party will be responsible for the payment of one-half (1/2) of any medical or dental costs not covered by insurance.

5. The wife will be awarded the following items of personal property as her sole and separate property, and the husband will make no claim against the same:

Baby Bed
High Chair

Play Pen
Chest of Drawers -- Baby's
Toys, baby clothes and blankets
Stereo
Air conditioner
Pictures, lamps, shelves, candles & Flowers
Jewelry
Towels
Bed linens
Television set
Silverware
Dishes, pots and pans
Glasses
Vacuum cleaner
Dog food
Dog - part Chow, part Collie
Ceramic house
Dresser with mirror

6. The husband will be awarded the following items of personal property as his sole and separate property, and the wife will make no claim against the same:

Automobile
Water Bed
Night Stand
Coffee table
Couch
Rocking chair
Chair
End tables
Washer and Dryer
Eagle pictures (2)
Bird
VCR
His high school annuals
Collection of Hot Wheels

7. The parties will each be responsible for one-half of the Court costs in this cause.

8. The parties acknowledge that this agreement is intended to be a final settlement of all the property rights existing between them, and is a full discharge from all of the claims arising out of their marital relationship, and that each hereby remises, waives, releases and forever dischargaes the other from any and all claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other parties' property, including, without limitation, dower, curtsey, statutory allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, or right to

take as Administrator or Executor of the other's estate; and this Agreement applies to all property now owned by the husband and wife, or any other property either of them may acquire in the future. They further acknowledge that they have read this instrument, and 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 effect are fully known by each of the parties, and each party hereby acknowledges that the Agreement is fair and equitable and is entered into voluntarily.

Melissa Dawn Johnson Graves
MELISSA DAWN JOHNSON GRAVES

Joseph Fields Graves
JOSEPH FIELDS GRAVES

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 **MELISSA DAWN JOHNSON GRAVES**, with whom I am acquainted, (or proved herself to be upon satisfactory evidence), and acknowledge that she executed the within instrument for the purposes therein contained.

This 27th day of March, 1990, at Nashville, Tennessee.

Rosalee M. Loach
Notary Public

My commission expires:

3-11-91

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 **JOSPEH FIELDS GRAVES**, with whom I am acquainted (or proved himself to be upon satisfactory evidence), and acknowledge that he executed the within instrument for the purposes therein contained.

This 30th day of March, 1990, at Nashville, Tennessee.

Notary Public

My commission expires:

July 13, 1991

The address of the plaintiff is:

Melissa Dawn Graves
73 Lutie Street
Nashville, TN 37210

The address of the defendant is:

Joseph Fields Graves
103 Lutie Street
Nashville, TN 37210

The costs of this cause are taxed to the defendant for which execution may issue, if necessary.

ENTER this 2 day of March, 1990.

JUDGE

APPROVED FOR ENTRY:

Howard F. Butler
HOWARD F. BUTLER, BPN: 2340
Attorney for plaintiff/wife
Suite 2394, First American Ctr.
315 Deaderick St.
Nashville, TN 37238-2395
615/244-3300

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed to the Honorable Sam E. Wallace, Jr., Attorney for defendant, 500 Stahlman Bldg., Nashville, TN 37201, this 23 day of March, 1990.

Howard F. Butler

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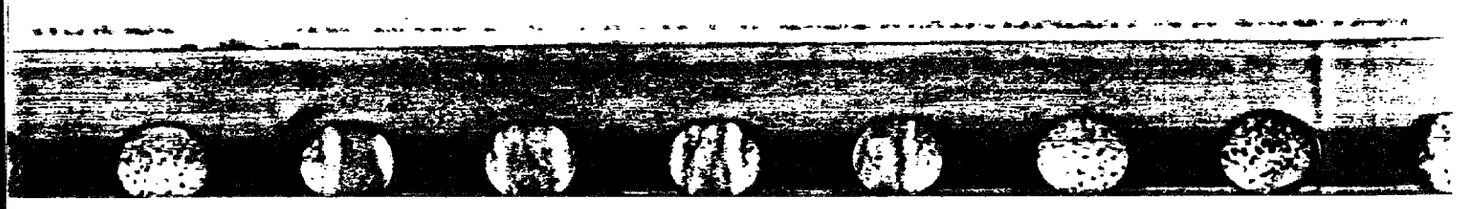
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IDENTIFICATION REFERENCE

JUN 21 3 00 PM '90

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

RUSH



STATE OF TENNESSEE

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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* third *day of* May, *19* 90, *in Case Number* 89D-1068 *between* MELISSA DAWN JOHNSON GRAVES, *Plaintiff, and* JOSEPH FIELDS GRAVES, *Defendant, as same remains of record in Book* 54B, *Page* 1020 *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* 21st *day of* June *in the year one thousand nine hundred and* ninety *and in the* two hundred fourteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By M. L. Rowland *D.C.*

Form #GR-117