IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

TERESA JOAN SHERRELL, Wife,	)	
v.	)	NO. 89D-4669
DONALD CURTIS SHERRELL, Husband.	)	

FINAL DECREE BOOK 8141 PAGE 279

This cause came on for hearing on this the 18th day of June, 1990, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife, Teresa Joan Sherrell, proper service upon the Husband, Donald Curtis Sherrell, with the cause proceeding to trial as an uncontested matter in view of a written Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; statement of the Wife, Teresa Joan Sherrell, statement of counsel, and the entire record in this cause, from all of which the Court is of the opinion that certain irreconcilable differences have arisen between the parties which renders further cohabitation improper and impracticable; further, that the parties should be and hereby are granted an absolute divorce, each restored to all the rights and privileges of unmarried persons; further, the Court finds that the parties have made adequate and sufficient division by written agreement for the equitable settlement of any property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the parties shall be granted an absolute divorce upon the grounds of irreconcilable differences; and,

IT FURTHER APPEARS to the Court that the parties have entered into a Marital Dissolution Agreement and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between them. The said Marital Dissolution Agreement is more specifically in words and figures as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

TERESA JOAN SHERRELL, Wife,	)	
v.	)	NO. 89D-4669
DONALD CURTIS SHERRELL, Husband.	)	BOOK 8141 PAGE 280

MARITAL DISSOLUTION, CHILD CUSTODY, VISITATION, CHILD SUPPORT AND ALIMONY AGREEMENT

This Agreement is made and entered into on this the _____ day of _____, 1990, by and between TERESA JOAN SHERRELL, hereinafter referred to as "Wife", a citizen and resident of Davidson County, Tennessee, and DONALD CURTIS SHERRELL, hereinafter referred to as "Husband", a citizen and resident of Davidson County, Tennessee.

W I T N E S S E T H

WHEREAS, this Agreement is entered into between Teresa Joan Sherrell and Donald Curtis Sherrell, Husband and Wife, for the purpose of a division and distribution of their marital property rights and to determine the custody of the minor child, their visitation rights with regard to this child and child support and alimony and for the purpose of submitting the same to the Court for approval and incorporation into a Final Decree of Divorce.

WHEREAS, it is the intent of the parties that the Wife shall submit this Agreement to the Court to obtain a divorce on the grounds of irreconcilable differences at the final hearing of this divorce. The parties recognize that the Wife has already filed for divorce on the grounds of irreconcilable differences in Davidson County, Tennessee.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties do hereby agree as follows:

REAL PROPERTY

1. The parties have recently purchased a house located at 329 Cherry Street in Madison, Davidson County, Tennessee. All right title and interest in this property shall be divested from the Husband and vested in the Wife. The legal description of this property is as follows:

> Land in Davidson County, Tennessee, being Lot No. 17 on Block "D" on the Map of Crittenden Estates, of record in Book 974, page 69, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 17 fronts 50 feet on the north side of Cherry Street and runs back between parallel lines 140 feet to a dead line.
>
> Being the same property conveyed to Donald C. Sherrell and wife, Teresa S. Sherrell, by Deed from Joe Wall and Mike Suggs, of record in Book 7943, page 389, Register's Office, Davidson County, Tennessee.

The Wife shall be responsible for paying the mortgage held by America's Mortgage Company in the amount of $430.00 per month, with a current outstanding balance of approximately $46,000.00, and shall hold the Husband harmless thereon.

PERSONAL PROPERTY:

2. The parties own two vehicles, a 1984 Ford Escort and a 1986 Isuzu pickup. All right, title and interest in the 1984 Ford Escort, vehicle identification number 1FABP0940EW156107, shall be divested from the Husband and vested in the Wife. There is no outstanding loan on this vehicle. All right title and interest in the 1986 Isuzu pickup, vehicle identification number JAACL14L7G0770101, shall be divested from the Wife and vested in the Husband. The Husband shall be responsible for all payments on this vehicle which are currently in the amount of $227.50 per month, held by Ford Motor Credit, and shall hold the Wife harmless thereon.

All the remaining personal property has already been divided by the parties. All right, title and interest in

the spouse with current possession shall be vested in the spouse with current possession and divested out of the non-possessing spouse.

The Wife is currently employed by the Tennessee Department of Human Services and has a pension with her employer. All right, title and interest in this pension shall be vested in the Wife and divested from the Husband.

DEBTS:

3. The parties currently have two outstanding debts, one to Master Card, account number 5247003006228403, in the approximate amount of $981.34, and one to the Department of Human Services Credit Union, in the approximate amount of $4,600.00. The Husband shall be responsible for the Master Card debt of approximately $981.34 and shall hold the Wife harmless thereon. The Wife shall be responsible for the debt to the Department of Human Services Credit Union and shall hold the Husband harmeless thereon.

CHILD CUSTODY AND VISITATION:

4. The Wife shall be granted the exclusive care, custody and control of the parties' minor child, Amanda Neal Sherrell. The Husband shall be granted reasonable visitation rights of every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m. While the Husband is working on Saturdays or any other time when he is working while the child is visiting with him, the child can either go to his parents' house to visit or the child must be returned back to the Wife and the Husband can pick the child up Saturday night, or whatever other time he leaves work. The Husband shall be granted reasonable visitation rights in addition to every other weekend as follows: (1) during Memorial Day weekend (three days) in odd numbered years; (2) during the Labor Day Weekend (three days) in even numbered years; (3) during the Thanksgiving Holidays (four days) in odd numbered years; (4) for two separate weeks each summer. The Husband shall furnish Wife written notice at least two weeks in advance of the specific dates when he wants to exercise this

extended visitation; (5) from December 19th at 6:00 p.m. until December 24th at 8:00 p.m. in even numbered years; (6) from December 24th at 8:00 p.m. until January 2nd at 6:00 p.m. in odd numbered years; (7) the child's birthday in even numbered years; (8) the day after the child's birthday in odd numbered years; and, (9) Wife shall have the child with her on Wife's birthday and on Mother's Day every year and such visitation shall take presidence over otherwise regularly scheduled visitation. The Husband shall have the child with him on Husband's birthday and Father's Day every year and such visitation shall take presidence over otherwise regularly scheduled visitation.

If the Wife is unable to care for the minor child because of an extended stay in the hospital, then the Husband shall be granted the option to have visitation rights with the minor child while the Wife is in the hospital. The Husband shall be responsible for picking up the minor child from the Wife's residence and returning the minor child to the Wife's residence for all visitation times.

Each party will restrain from saying anything detrimental about the other party around the minor child.

CHILD SUPPORT:

5. The Husband shall pay child support of $50.00 Dollars per week directly to the Wife. The current address of the Wife is 329 Cherry Street, Madison, Tennessee 37115 and the current address of the Husband is 313 Alta Loma Road, Goodlettsville, Tennessee 37072.

INSURANCE:

6. The Wife currently has health insurance on the minor child. The Husband shall reimburse the Wife one-half of the premiums for this insurance and shall be responsible for one-half of all medical, dental, hospitalization, psychological, psychiatric, and any other medical or health related bills incurred which are not covered by this insurance. If the Wife is unable to obtain or maintain the health insurance on the minor child, then each party shall be responsible for paying one half of the new premiums for a health/hospitalization policy and each party shall be responsible for one-half of all medical,

dental, hospitalization, psychological, psychiatric, and any other medical or health related bills not covered or incurred while insurance is not in effect on the child.

LIFE INSURANCE:

7. The Husband shall maintain the life insurance policy on the life of the minor child in the amount of $25,000.00 through Metropolitan Life Insurance Company. The Husband is currently listed as the beneficiary and this shall stay the same. The Husband shall maintain his $75,000.00 life insurance policy currently in effect through Metropolitan Life Insurance Company with the minor daughter listed as beneficiary of this policy.

ALIMONY:

8. Neither party shall pay any alimony.

ATTORNEY FEES AND COURT COSTS:

9. Each party shall be responsible for their own attorney's fee and shall pay one-half of the cost of this cause for which execution may issue if necessary.

10. Each of the parties shall execute, acknowledge and deliver, any and all further instruments that may reasonably be required to give full force and effect to the provisions of this Agreement.

11. Both parties agree that the provisions are fair and equitable and that each of the parties understands the effect of each provision. Both parties acknowledge that they have dealt fairly with each in making the division of real and personal property, custody and visitaiton, child support and alimony, and that the parties have voluntarily entered into this Agreement and agreed to all the terms set forth herein.

12. The parties understand and agree that his instrument shall in no way be construed as an agreement to obtrain a divorce or to prevent one party from obtaining a divorce against the other.

WITNESS OUR HANDS, this 15 day of June, 1990, as to the Wife and the 11 day of June, 1990, as to the Husband.

Teresa Joan Sherrell
TERESA JOAN SHERRELL

Donald Curtis Sherrell
DONALD CURTIS SHERRELL

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 TERESA JOAN SHERRELL, who made oath that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this 16 day of June, 1990.

Ann Burton Stevens
NOTARY PUBLIC

Oct 9 1991
MY COMMISSION EXPIRES

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 DONALD CURTIS SHERRELL, who made oath that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand and official seal at Goodlettsville, Tennessee, this 11th day of June, 1990.

NOTARY PUBLIC

9/7/93
MY COMMISSION EXPIRES

X90001DA

IT IS FURTHER ORDERED that all parts and portions of the Marital Dissolution Agreement executed by the parties, and incorporated herein is hereby approved by this Court and made the judgment hereof in all respects.

IT IS FURTHER ORDERED that each party shall pay one-half of the costs of this cause for which execution may issue if necessary.

ENTERED this 18 day of Jan, 1990.

JUDGE JAMES R. EVERETT, JR.

APPROVED FOR ENTRY:

Ann B. Steiner

Ann Buntin Steiner
Attorney for Wife
TN Supreme Court No. 11697
Suite 1475
First American Center
315 Deaderick Street
Nashville, Tennessee 37238-1475
(615) 244-5063

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed, postage prepaid, to Homer R. Ayers, Esq., P. O. Box 904, Bank of Goodlettsville, Suite 201, 112 Long Hollow Pike, Goodlettsville, Tennessee 37072, this 15 day of Jan, 1990.

Ann B Steiner
Ann Buntin Steiner

Z90001FD

4961 06/28 0101 03CHECK 27.00

BOOK 8141 PAGE 287

37679

JUN 28 3 15 PM '90

Mail to:
Attorney at Law
14th Fl.
37238

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* EIGHTEENTH *day of* JUNE, *19* 90, *in Case Number* 89D-4669 *between* TERESA JOAN SHERRELL *Plaintiff, and* DONALD CURTIS SHERRELL *Defendant, as same remains of record in Book* 55A, *Page* 363 *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* 27th *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 Walter S. Adams *D.C.*

Form #GR-117