548/1515

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

STARR ELAINE HURT ANGLEA,
Plaintiff,

v.

BARRY LYNN ANGLEA,
Defendant.

No. ~~84D-4304~~ 890-4304

MAP- 34-5-A
Page - 11 ML

FINAL DECREE OF DIVORCE

This cause came on to be heard and determined before the Honorable Willard Hagan sitting as Special Judge by interchange in the Probate Court for Davidson County, Tennessee, on the 14th day of May, 1990, on the Complaint for Divorce filed in this cause by the Plaintiff, **STARR ELAINE HURT ANGLEA.**

It appears to the Court that the Plaintiff, **STARR ELAINE HURT ANGLEA**, and the Defendant, **BARRY LYNN ANGLEA**, have met with such irreconcilable differences that they can no longer live together as husband and wife.

It further appears to the Court that the parties have entered into a written Marital Dissolution Agreement. The Court has affirmatively found that the parties have made adequate and sufficient provisions, by their written Agreement, for the custody and maintenance of their minor child and for the equitable settlement of any and all property rights between them.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby absolutely and perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties in this cause be ratified, and that the same is hereby adopted in all respects and incorporated in and made a part of this Decree as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
90 MAY 14 PM 3:51
CLERK & MASTER
R. Faulcock D.C.

STARR ELAINE HURT ANGLEA,	)	
Plaintiff,	)	
v.	)	**No. 89D-4304**
BARRY LYNN ANGLEA,	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, **STARR ELAINE HURT ANGLEA**, hereinafter "Wife", and **BARRY LYNN ANGLEA**, hereinafter "Husband", were married on October 15, 1983; and

WHEREAS, the parties have experienced marital difficulties and differences which are irreconcilable; and

WHEREAS, it is the intention of Husband and Wife to make an equitable settlement of all property rights between them, and

WHEREAS, the parties have reached such an agreement, and each hereby acknowledges that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation; further, the parties state that the provisions of this agreement and its legal effect are fully understood by each of them, and that this agreement is entered into voluntarily;

WHEREAS, in order to ensure the full information and advice of both Husband and Wife, Husband has been advised to obtain independent legal counsel in connection with the negotiations and before signing the Agreement so that his respective rights, duties and obligations will be fully understood, Wife being represented by JOHN R. BRADLEY & ASSOCIATES, Hendersonville, Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties, as evidenced by their signatures hereto, agree as follows:

1. The parties were married on October 15, 1983, and there has been one child born of this marriage, namely Brigham Lee Anglea, age Two years old.

2. Wife shall have full custody of said minor child. Husband shall have reasonable visitation privileges, as follows:

a. Each Wednesday and Friday after work until 9:00 p.m.

b. Alternating weekends from Friday after work until Sunday at 3:00 p.m.

c. Husband shall have Father's Day. Wife shall have Mother's Day.

d. Christmas day from 3:00 p.m. until 9:00 p.m.

e. Easter 3:00 p.m. until 9:00 p.m.

f. Thanksgiving morning until 2:00 p.m.

g. One week each month in June and August, upon one week's notice and mutual agreement of the parties.

3. Husband shall pay directly to Wife $100.00 per week as reasonable child support each Friday following entry of a final decree herein. As additional support, husband shall provide major medical insurance for medical, dental, orthodontic and optometric expenses of the parties' minor child, if available. Husband shall further be responsible for ½ of any such expenses not covered by said insurance. As further support, Husband shall continue to maintain a $50,000.00 life insurance policy on himself with the parties' minor child as beneficiary until said child's eighteenth birthday, unless Husband becomes permanently unable to perform any gainful employment.

4. Husband hereby conveys and quitclaims to Wife all his right title and interest in the parties real property, located at 409 Thomas Jefferson Circle, Madison, Tennessee, and more particularly described, as follows:

> Land in Davidson County, Tennessee being Unit No 11 on the Plan of Monticello Manor, as of recorded in Book 6250, Page 551, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Barry L. Anglea and wife, Starr E. Anglea, by deed of record in Book 6982, page 147, Register's Office for Davidson County, Tennessee.

Wife shall assume all the indebtedness thereon, and shall further indemnify Husband and hold him harmless against any such indebtedness.

5. Husband shall further pay ½ of his 401K savings plan, in the approximate amount of $1,273.00, along with ½ of all accrued interest and company contributions directly to Wife upon execution of this agreement.

6. The parties' personal property has previously been divided between the parties, and each will indemnify and hold harmless the other for the property in the respective parties' possession.

7. Husband and Wife intend, and it is the purpose of this Agreement, to make a complete and final settlement of all claims that either spouse may have against the other for support and maintenance, and to memorialize the separation of the parties and their agreement to remain permanently separate and apart.

8. An action for absolute divorce is now pending in the Probate Court for Davidson County, Tennessee, docket number 89D-4304.

9. Any unpaid court costs of this cause shall be paid by Husband. Wife shall pay her own attorney's fee.

10. Each party releases all right to share the estate of the other, and each releases any rights or claims or demands he or she might have of any kind, nature, or description whatsoever on any other property that either party might have or might otherwise acquire, with full intention of the parties being that each is releasing the other of any rights or obligations as a result of the marriage of the parties that might exist at the present or in the future, except as expressly set forth in this Agreement.

11. Nothing herein shall be taken to stimulate or induce a divorce, but rather the parties hereto voluntarily have entered into this Marital Dissolution Agreement so as to preclude the necessity of adversity now that an action for such divorce has been filed.

12. The provisions of this Agreement shall not be modified except by mutual consent and agreement of the parties, expressed in writing, and upon approval of the Court.

13. The parties have disclosed to each other all of their individual assets, liabilities and income, and each is fully aware of all such assets, liabilities and income of the other received

during the marriage. Each party specifically waives his or her right, now and forever, to demand alimony (maintenance) from the other, and warrants their understanding that once waived, they are forever barred from entering any Court to petition or seek such alimony (maintenance) from the other, except as specifically set forth herein.

14. Each party agrees to execute, acknowledge, and deliver to the other any and all instruments or documents that may be reasonable required to give full force and effect to the provisions of this Agreement.

THIS AGREEMENT shall be binding upon the parties and their respective heirs, executors, administrators, or assigns.

IN WITNESS WHEREOF, the parties have read this agreement, have familiarized themselves with its contents, and have signed and executed this agreement.

BARRY LYNN ANGLEA

STARR ELAINE HURT ANGLEA

STATE OF TENNESSEE

COUNTY OF Davidson

PERSONALLY appeared before me, James M. Smith Jr., a Notary Public in and for the State and County aforesaid, **STARR ELAINE HURT ANGLEA**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Davidson Co., Tennessee, this the 13th day of ~~January~~ April, 1990.

NOTARY PUBLIC

My Commission Expires: 5/8/91.

MAY 14 1990

STATE OF TENNESSEE

COUNTY OF Davidson

PERSONALLY appeared before me, James M. Smith Jr., a Notary Public in and for the State and County aforesaid, **BARRY LYNN ANGLEA**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Davidson Co., Tennessee, this the 13th day of ~~January~~ April, 1990.

NOTARY PUBLIC

My Commission Expires: 5/8/91.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that any unpaid costs of this action are taxed against the Defendant, for which execution may issue, if necessary.

ENTERED this 14 day of May, 1990.

WILLARD HAGAN, Special Judge

APPROVED FOR ENTRY:

JOHN R. BRADLEY & ASSOCIATES

By: _____
MARK W. HENDERSON #11525
Attorneys for Plaintiff
311 East Main, Suite 3
Hendersonville, TN 37075
(615) 824-1218

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been sent by first-class mail, postage-paid, to Tony Deas, Esquire, Attorney for the Defendant, 405 Two Mile Parkway, Goodlettsville, Tennessee, 37072, on the 14th day of May, 1990.

MARK W. HENDERSON

3 8 2 5 5

Jul 2 10 47 AM '90

MAIL ENV.

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* 14th *day of* May, *19* 90, *in Case Number* 89D-4304 *between* STARR ELAINE HURT ANGLEA *Plaintiff, and* BARRY LYNN ANGLEA *Defendant, as same remains of record in Book* 54B, *Page* 1515 *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* 22nd *day of* May *in the year one thousand nine hundred and* Ninety *and in the* 214 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary Washburn *D.C.*

Form #GR-117