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1748/1607

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

LORETTA VALIQUETTE STEWART, Plaintiff,	)	
VS.	)	NO. 88D-2735
KENT TAYLOR STEWART, Defendant.	)	

FILED
JUL 13 12 01 PM '90

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FINAL DECREE

This cause came on the be heard on the 2nd day of December, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff, LORETTA VALIQUETTE STEWART, is hereby awarded an absolute divorce from the Defendant, KENT TAYLOR STEWART, on the grounds of irreconcilable differences, T.C.A. 36-801-II, and she is hereby restored to all the rights and privileges of an unmarried person.

The Court further finds that the current addresses of the parties are as follows:

Loretta Valiquette Stewart
4708 Danby Drive
Nashville, Tennessee 37211

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Kent Taylor Stewart
1010 Brentwood Pl.
Nashville, Tennessee 37211

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor children at this time. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

IN THE CIRCUIT COURT FOR
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

LORETTA VALIQUETTE STEWART, Complainant,	)	
VS.	)	NO.
KENT TAYLOR STEWART, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This agreement entered into on the dates hereinafter set forth, by and between LORETTA VALIQUETTE STEWART (hereinafter referred to as wife) a resident of Nashville, Davidson County , Tennessee and KENT TAYLOR STEWART (hereinafter referred to as husband) a resident of Nashville, Davidson County, Tennessee.

Whereas, the parties were married in Nashville, Tennessee on April 9, 1983; and,

Whereas, the parties have two minor children and,

Whereas, in consequence of disputes, unhappy differences, and apparently irreconcilable differences, the parties desire to confirm such irreconcilable differences and in preparation of separation make agreements in connection therewith including settlement of property rights and other rights and obligations growing out of the marriage relationship; and,

Whereas, there is currently pending in the Circuit Court for Davidson County an action for Divorce bearing Docket No.____

IT IS THEREFORE AGREED, that for and in consideration of the mutual promises herein contained;

1. The parties acknowledge that they own real property located at 4708 Danby Drive, Nashville, Tennessee 37211. The parties agree that all right, title and interest in said property shall be and is hereby vested in wife. Husband agrees to and hereby does quitclaim all of his right, title and interest in said property to wife and wife agrees to hold

husband harmless from any and all sums due and owing on said property.

It is further agreed that wife shall be responsible for all payments owed on the heat pump installed at the house and will hold husband harmless from any and all sums due and owing on said heat pump.

2. The parties agree that an equitable division of all personal property has been made. Each party shall retain their personal belongings, effects, clothing and jewelry, and each party shall relinquish any claims to the properties of the other. Each of the parties acknowledge that they have certain items of jewelry in his or her possession. Such items of jewelry shall become and remain the sole and separate property of each of the parties without any further claim by either party against such items of jewelry.

3. The parties acknowledge that all right, title and interest to the 1986 Toyota Corolla automobile, VIN # JT2AE82E8G 3274416 shall be divested from wife and vested solely in husband and all right, title and interest in the 1985 Honda Accord automobile VIN # 1HGAD5336FA005431 shall be divested from husband and vested solely in wife.

4. The parties agree that they shall have joint custody of the parties' two minor children and it is agreed that said children shall reside with wife. Beginning July 1, 1988, husband agrees to pay child support in the amount of four hundred ($400.00) dollars per month directly to wife until ~~The parties do hereby agree that the amount of child support shall be reduced to two Hundred, fifty ($250.00) dollars per month upon Kent Stewart, Jr.'s 18th birthday and shall cease completely upon~~ the 18th birthday of Kathryn Therese Stewart. The parties may petition for an increase or decrease in support based on Both parties will continue to maintain insurance coverage on the two minor children and husband and wife will divide equally any medical or dental costs incurred by the minor children which are not covered by said insurance, including, but not limited to the insurance deductible.

LVS LVS KTS KTS

5. Husband is hereby awarded visitation with the minor

& upon a permanent, material change in circumstances.

LVS LVS KTS KTS

children of the parties every Wednesday from 5:00 p.m. until 7:00 a.m. on Thursday and every Saturday from 6:00 p.m. until 8:00 p.m. on Sunday. The parties agree that they will alternate visitation on the following major holidays: Christmas, Thanksgiving, Easter and the Fourth of July. Husband will have visitation for four weeks vacation during the summer at such time as may be agreed upon between the parties and the parties agree that husband shall be allowed to exercise such other reasonable visitation as may be agreed upon between the parties at any time.

6. The parties acknowledge that they currently have an account owed to Castner-Knott in the amount of $600.00 which they agree to divide equally. The parties further acknowledge that they have an account owing Sears for the purchase of a dishwasher; said indebtedness will be the exclusive responsibility of the wife and she will hold husband harmless for the payment thereof.

7. The wife represents and warrants to the husband that she has not incurred any debt or made any contracts other than those set forth herein for which the husband or his estate may be liable, and further that she will not incur any such debts or make any such contracts. In the event the wife violates this provision, and as a result thereof, the husband is obligated to make payment to others, he shall have the right of reimbursement from the wife.

8. The husband represents and warrants to the wife that he has not incurred any debt or made any contracts other than those set forth herein for which the wife or her estate may be liable, and further that he will not incur any such debts or make any such contracts. In the event the husband violates this provision, and as a result thereof, the wife is obligated to make payment to others, she shall have the right of reimbursement from the husband.

9. Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does for himself or for herself and his or her heirs, legal

representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which either of the parties ever had or now has against the other except any or all causes of action for divorce. The parties specifically agree that neither shall be allowed to request any future modification of this agreement or any Final Divorce Decree incorporating this agreement.

10. Except as herein otherwise provided, each party may dispose of his or her own property in any way and each party hereby waives or relinquishes any and all rights, he or she may have to share in the property of the estate of the other as a result of the marital relationship.

11. Nothing contained herein shall be deemed to prevent either of the parties from maintaining a suit of absolute divorce against the other, nor to bar the other from defending such suit. In the event any such action is instituted, the parties shall be bound by the terms of this Agreement. If consistent with the rules of practice of the Court granting the decree this agreement shall be incorporated therein, but, notwithstanding such incorporation, this Agreement shall not be merged in such decree, but shall in all respects provide the same and be forever binding and conclusive on the parties.

12. The parties agree that they shall execute such documents as may be necessary to cause the transfer of title of all personal and real property in accordance with this Agreement.

13. The parties agree that the provisions contained in this Agreement provide for the equitable settlement of the property rights of the parties, sets forth provisions for the care, custody and control of the parties' two minor children, and it is executed as the free and voluntary act of each of the parties.

14. The wife agrees to pay the court costs incurred in this cause. Each party will be responsible for their respective attorney's fees.

15. This instrument contains the entire agreement between the parties and may only be modified by a written instrument signed by both parties.

16. The parties acknowledge that they have separated their bank accounts, and each party shall maintain the sole and exclusive ownership of any and all bank accounts in his or her name at the time of the execution of this Agreement.

17. In the event of a default of the terms of this Agreement, either party shall have the right to petition the court for the enforcement of their rights herein, and the defaulting party shall be responsible for payment of reasonable attorney's fees and court costs.

18. Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date set forth beside their respective names.

Date: 7/20/88

Loretta Valiquette Stewart
LORETTA VALIQUETTE STEWART

Date: 7/20/88

Kent Taylor Stewart
KENT TAYLOR STEWART

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me Brenda J. Howell, a Notary Public in and for said County and State, the within named Loretta Valiquette Stewart, with whom I am personally acquainted and acknowledged that she executed the foregoing instrument for the purposes therein contained freely, voluntarily, and of her own free will.

Witness my hand and official seal at Nashville, Tennessee, this 20th day of July, 1988.

Brenda J. Womack
Notary Public

My Commission Expires:

7-13-91

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me Brenda J. Womack, a Notary Public in and for said County and State, the within named Kent Taylor Stewart, with whom I am personally acquainted and acknowledged that he executed the foregoing instrument for the purposes therein contained freely, voluntarily, and of his own free will.

Witness my hand and official seal at Nashville, Tennessee, this 20th day of July, 1988.

Brenda J. Womack
Notary Public

My Commission Expires:

7-13-91

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* 2nd. *day of* December, *19* 88, *in Case Number* 88D-2735 *between* Loretta Valiquette Stewart *Plaintiff, and* Kent Taylor Stewart *Defendant, as same remains of record in Book* 174B, *Page* 1607 *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* 8th. *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 _____, *D.C.*

It is ORDERED, ADJUDGED and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court. It is further ORDERED that unless specifically ordered by the Court, the child support shall not be reduced or prorated.

The final costs of this cause will be paid by the Plaintiff for which execution may issue if necessary.

This the 2nd day of December, 1988.

MURIEL ROBINSON, JUDGE

Approved For Entry:

Thomas W. Brothers, #5449
213 Third Avenue, North
Nashville, Tennessee 37201
615/254-0656

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to Kent Taylor Stewart, 1010 Brentwood Pl., Nashville, Tennessee 37211, on this 1 day of December, 1988.

Thomas W. Brothers