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IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

SYLVIA MARIE EATON)
Plaintiff,)
-vs-) No. 88D-4676
WILLIAM DENNIS EATON)
Defendant.)

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Map 155-15
Par. 8

FINAL DECREE

This cause came on to be heard on this the 4th day of April, 1989 before the Honorable James R. Everett, Jr. upon the original complaint for absolute divorce filed by the Plaintiff, SYLVIA MARIE EATON, service of process being had pursuant to law. Thereupon, this cause came on to be heard on the complaint, testimony of the plaintiff, SYLVIA MARIE EATON, and upon the entire record and statements of counsel, of which the Court is of the opinion and so finds that the allegations contained in the complaint are true, and there have been such irreconcilable differences, the evidence for the same being sustained. More than Sixty (60) (or 90 days in cases where there are children involved) have elapsed since the filing of the Complaint for Divorce in this case.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, SYLVIA MARIE EATON, be and is hereby granted an absolute divorce from the Defendant, WILLIAM DENNIS EATON, and that the bonds of matrimony heretofore sustaining between them, be and now are hereby and perpetually and forever dissolved, and that the Plaintiff is restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties' current addresses are as follows:

Sylvia Marie Eaton 8105 West Haven Dr. Nashville, TN. 37221	William Dennis Eaton MAIL 8105 West Haven Dr. Nashville, TN. 37221

The Court further finds that a Martial Dissolution Agreement has been entered into between the parties hereto freely and voluntarily and without coercion exerted on either party, and said Agreement is hereby approved as follows:

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into this 19 day of _____, 1988, by and between SYLVIA MARIE EATON, Wife and WILLIAM DENNIS EATON, Husband, citizens and residents of DAVIDSON County, Tennessee.

WITNESSETH:

WHEREAS, the parties were married on 11-26-63 in Lafayette, Georgia; and

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WHEREAS, the parties own some real property and have accumulated the usual household furnishings and appliances; and

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue in their marriage relationship and that their differences are irreconcilable with the result that the Wife instituted divorce proceedings against the Husband on the ___ day of _____19__, same being Civil Action No. 88D626 in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the desire of both parties to determine and settle their property rights and the rights of support and maintenance, all dower and homestead rights and all rights of any description existing between the parties which arise out of the marital relationship.

NOW THEREFORE, the parties for and in consideration of the mutual promises contained in this Agreement and in the consideration of the acts to be performed by the parties, agree as follows:

1. **Child Custody** - One minor son has been born to this marriage, namely, William Cody Eaton, born June 11, 1982. Physical custody of this minor child shall go the mother with reasonable visitation rights to the father, but the parties hereto shall joint legal custody of this child.

2. **Visitation** - The parties agree that the Husband may have the children every other weekend from 6:00 p.m. on Friday to 6:00 p.m. on Sunday and an equal division of the holidays as mutually agreed to by the parties and any other visitation which will not conflict with the child's school work

or social life and which can be mutually agreed upon between the parties.

3. **Child Support** - The Husband agrees to contribute the sum of $300.00 per month to the mother as child support with the first payment to be made for the month of November, 1988 effective the date of the signing of this Agreement and the next payment shall be on the 1st day of December, 1988 with each following payment to be made on the 1st day of each successive month thereafter. In addition thereto, the father agrees to pay school tuition on their minor son at St. Paul's School, but in the event the father elects to discontinue payment of tuition in a private school, he may discontinue these payments at the end of any school year at which time the minor son will be placed in a public school convenient to his residence.

It is further agreed between the parties hereto that each will carry health insurance which is currently in effect, giving coverage to their minor son, and in the event both insurance coverages fail to pay outstandings bills on the minor son, then the parties agree to pay any balance on an equal basis.

The Husband shall keep the Wife as beneficiary on any life insurance policies currently in effect and in the amounts currently stated until such time as this minor child reaches its majority.

4. **Real Property** - The parties own certain real estate located at 8105 West Haven Drive, Nashville, Davidson County, Tennessee, and it is agreed between the parties hereto that the Wife shall give to her Husband a Quitclaim Deed in this property at such time as he pays the Wife the sum of Thirty Thousand ($30,000) Dollars for her equity. The payments shall be made in three increments beginning December 1, 1989 with a payment of Eight Thousand Seven Hundred Fifty ($8,750.00) Dollars ($1,250.00 has already been paid to the Plaintiff herein), on December 1, 1990 a payment of Ten Thousand ($10,000) Dollars; and on December 1, 1991 the final Ten Thousand ($10,000) Dollar payment shall be made and no interest shall be charged on this indebtedness from the Husband.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

5. **Personal Property** - Personal property consisting of the normal complement of household goods and appliances will be divided between the parties as per Exhibit A and B attached hereto and made a part hereof.

6. **Bank Accounts** - Any bank accounts, both savings and checking held jointly between the parties have been divided between them at the time of the execution of this agreement.

7. **Debts** - The Husband agrees to pay the Telco Bill of approximately $3,800 which was borrowed for the purpose of having a swimming pool installed at their residence. The Husband shall pay off a $3,638.12 as of November 11, 1988 or pay to the Wife the sum of $123.20 per month for 36 months which would cover the principal and interest and the Wife would allow these payments to be deducted on a monthly basis from her salary. The Husband shall also pay any balance due on the refrigerator and he shall keep the refrigerator.

8. **Stocks and Bonds** - The Husband shall keep any stocks which he owns in his name and the Wife shall keep any bonds which she owns in her name, and any which are in the son's name shall remain for his use and benefit in the future.

9. **Automobiles** - There are two automobiles in the family, one being a 1986 Chevrolet S10 Pickup Truck, on which there is an indebtedness of approximately $3,600, and a 1983 Oldsmobile which is paid for. All payments on both automobiles have been made by the Wife and she shall be vested with both these vehicles and the Husband shall sign any documents necessary to establish that ownership.

10. **Income Tax Return** - The parties agree that they will file their 1988 Income Tax jointly, but for any years following that time, then each party shall file separately.

11. **Attorneys Fees & Court Costs** - Each party shall pay his or her own attorney and the Wife shall pay the filing fees in this case.

12. **Household Goods & Appliances** - The parties agree that the household goods and appliances shall be divided in accordance with the Exhibits A and B attached hereto and made a

part hereof.

13. **Incorporation** - It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the court for ratification and incorporation into the Final Decree of Divorce.

14. **Full Settlement** - It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and a discharge from all other 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 on the other°s property, including without limitation, dower, curtesy, 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 and this Agreement applies to all property now owned by Husband and Wife, or any property that either of them may acquire in the future.

15. **Indemnification** - It is understood and agreed between the parties that, from the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

16. **Binding** - This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

17. **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 is fair and equitable, and that it is being entered into voluntarily.

13. **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, in addition to any other relief to which the enforcing party may be adjudged entitled, he or she shall also be entitled to a judgment for reasonable expenses, including attorneys fees incurred in prosecuting the action.

THIS AGREEMENT is executed on the day and date first above written and a copy of same is being retained by both parties.

Sylvia Marie Eaton
SYLVIA MARIE EATON

William D. Eaton
WILLIAM DENNIS EATON

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, SYLVIA MARIE EATON, with whom I am personally acquainted and who after being first duly sworn according to law, did make oath and affirm that he/she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 10 day of November 1988.

Joe D. Hopper
NOTARY PUBLIC

My Commission Expires:
4-5-92

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, WILLIAM DENNIS EATON with whom I am personally acquainted and who after being first duly sworn according to law, did make oath and affirm that he/she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 23rd day of November 1988.

Donna R. Doty
NOTARY PUBLIC

My Commission Expires:
5/13/89

10-5-88/vl/fd-eaton.agr

EXHIBIT A

SYLVIA MARIE EATON SME

Brass Bed
Wicker Dresser, Desk, Night Stand, Rocker, Bench
Pictures
Dining Room Furniture
Mirror in Dining Room
Library Table and Chair
Sewing Machine
Love Seat & Chair to Match - Ottoman
Rocking Chair
Coffee Table
Cody's Bedroom Furniture
TV's in Cody's room, downstairs and kitchen
VCR in Cody's room
Nintendo Game
Cody's Toys
Full Length Brass Mirror
Lamp in Bedroom
Stereo
Bookcase and Books
Small Rust Desk & Chair
Shampooer
Ironing Board & Iron
Vaccum
Lamp in Den (1)
Washer & Dryer

Divide all small appliances, household items, towels, etc.

10-5-88/vl/fd-eaton.agr

EXHIBIT B

WILLIAM DENNIS EATON

Couch
Recliner
Large TV 45"
TV in our bedroom
TV in Bath
End Table
Master Bedroom Suite
All drapes, blinds
Kitchen Table and Chairs
Pool Table
Office Furniture
Cody's Train set, race set, some toys
Two Refrigerators
Freezer
One Lamp in Den
Patio Furniture
VCR in Den
Entertainment Center
Microwave
Video Camera
Cody's Computer and Computer Desk, Bed, Bookcase

Divide all household items, small appliances, towels, etc.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Marital Dissolution Agreement as executed by the parties is in all respects approved and ratified in full, and said agreement is made a part of this Final Divorce Decree and shall be given full force and effect in all respects between the parties hereto as an Order of this Court.

The unpaid costs of this cause shall be paid by the Defendant for which execution may issue, if necessary. This concludes attorney, Joe N. Hopper's, representation in this case.

ENTERED THIS 4 DAY OF April, 1989.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

JOE N. HOPPER
ATTORNEY FOR PLAINTIFF
P. O. Box 84
Brentwood, Tennessee 37027
(615) 373-3277
Supreme Ct. #3566

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of this document to SYLVIA MARIE EATON and WILLIAM DENNIS EATON, postage prepaid, U.S. Mail, at their last known address, on this the 4 day of April, 1989.

JOE N. HOPPER

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

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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* PROBATE *Circuit Court for Davidson County, Tennessee, on the* 4th *day of* APRIL, *19* 88, *in Case Number* 88D-4676 *between* SYLVIA MARIE EATON *Plaintiff, and* WILLIAM DENNIS EATON *Defendant, as same remains of record in Book* 47B, *Page* 1011 *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* JULY *in the year one thousand nine hundred and* NINETY *and in the* TWO HUNDRED & FOURTEEN *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Anna B. Alexander D.C.

Form #GR-117