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MARIL. ROBINSON, CLERK

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BOOK 8174 PAGE 544

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

MORTON B. HOWELL, III

Plaintiff,

vs. NO. 89D-3150

PATSY T. HOWELL,

Defendant.

116-11

FINAL DECREE

This cause came on to be heard the 12th day of December, 1989, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce, personal service having been waived as a signed, notarized Marital Dissolution Agreement was filed with the original Complaint, that more than ninety (90) days have expired since the filing of the Complaint there being minor children, and from the entire record, from all of which the Court is of the opinion that there are irreconcilable difference between the parties as alleged in the original Complaint for Divorce and that a divorce should be granted;

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting between the parties be, and they hereby are, forever and perpetually dissolved, and the plaintiff, Morton B. Howell, Jr., be, and he hereby is, awarded an absolute divorce from the defendant, Patsy T. Howell, 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 is in the words and figures as follows:

IN THE Fourth CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MORTON B. HOWELL, III

Plaintiff,

vs. NO. 89D-3150

PATSY T. HOWELL,

Defendant.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, entered into by and between PATSY T. HOWELL, (hereinafter referred to as "Wife") and MORTON B. HOWELL, III, (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as Husband and Wife; and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Minor Child. The parties are the parents of one minor child, a daughter Rosalie H. Howell, age four (4) years, who was born on April 24, 1985. The parties agree that they shall share joint custody and control of said minor child with the principal custody being with Wife. Husband shall have reasonable and liberal visitation privileges with said minor child.

2. Child Support. Husband shall pay to wife as child support the sum of $450.00 per month, payable between the 1st and 5th day of each month. If the child enters private school in the fall of 1990, or thereafter, the monthly child support payments

will be reduced to $400.00 per month, and Husband will pay the full tutition at such private school. During the summer months when the minor child is not in school, Husband will continue to pay the sum of $450.00 per month as child support and in addition thereto will pay one-half (1/2) of day care costs for said minor child. Child support payments shall continue until the child reaches the age of eighteen (18) or completes high school, whichever date last occurs.

3. Health and Hospitalization Insurance. It is agreed that Husband shall maintain hospitalization and health insurance on the minor child through high school and any post-high school education period if the insuror so permits.

In addition to the sums aforesaid as support and maintenance for said child, Husband and Wife shall each pay, as the same are incurred, one-half (1/2) of the reasonable and necessary medical, mental health, eyecare, dental, nursing and hospital expenses, including but not limited to, the cost of medicines, drugs, therapy, orthodontry, and appliances for said child not covered by insurance. Wife shall, however, discuss the same with Husband, before incurring any extraordinary medical or dental expenses over Three Hundred ($300.00) Dollars, unless for an emergency.

4. Real Property. Husband was at the time of the marriage of the parties, the owner of a home at 310 Walnut Drive, Nashville, TN, which property is now in their joint names. The parties agree that the house has increased in value since the time of their marriage and Husband agrees that Wife's present interest in the house has a value of $50,000.00. Upon the granting of a divorce to Wife, Wife agrees to quitclaim her interest in the property at 310 Walnut Drive, Nashville, TN, but will retain a lien on said property until the above-mentioned $50,000.00 is paid in full.

Husband is the owner of, and Wife is an employee of, Maude's Courtyard Restaurant. It is agreed that Wife's base salary at Maude's Courtyard Restaurant will be increased by $10,000.00 annually until the above mentioned $50,000.00 is liquidated. Beginning September 1, 1990, Husband agrees that Wife's base salary while employed at Maude's Restaurant will be increased annually by the most recent Cost of Living Index as published by the U. S. Federal Government. Should Wife leave her employment at Maude's Courtyard Restaurant before she receives payment of the above-mentioned $50,000.00, it is agreed that she will be paid $10,000.00 annually until the above-mentioned $50,000.00 is paid in full.

Should Husband wish to sell the home at 310 Walnut Drive, Nashville, TN, before Wife has received the above-mentioned $50,000.00, Wife will be given the option of

receiving the unpaid balance from the proceeds from the sale of the house, or continue to receive the $10,000.00 annually payable to her from Maude's Courtyard Restaurant.

5. Furniture and Personal Property. The parties have made a division of all personal property and by signing this instrument acknowledge that such division is fair and equitable.

6. Life Insurance. Husband agrees to maintain insurance on his life in the amount of $40,000.00, with his minor daughter, Rosalie H. Howell, as principal beneficiary.

7. Court Costs and Attorney's Fees. Any court costs incurred as a result of any pending action for divorce shall be paid equally. Each party shall pay his or her own attorney's fees.

8. Additional Instruments. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

9. Waiver of Rights. Other than herein provided, each of the parties waive any and all rights which he or she may have in and to the property or estate of the other.

This Agreement is not intended nor shall it be construed to be an agreement for divorce, and either party shall have the right to appear in Court and contest any divorce proceeding.

It is understood and agreed that this Agreement is intended to be a final settlement of the property rights of the respective parties, and is a full discharge from all other claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, by way of dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, alimony and support, right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by MORTON B. HOWELL, III and PATSY T. HOWELL, or any property that either of them may acquire in the future.

PATSY T. HOWELL acknowledges that the provisions in this Agreement are fair, adequate and satisfactory to her, accepts them in full and final settlement of all claims and demands for alimony and child support, and fully discharges the said MORTON B. HOWELL, III, from all such claims and demands, except as provided in this Agreement.

It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

It is agreed that this Marital Dissolution Agreement may be incorporated in any decree for divorce granted either party hereto.

It is agreed by and between the parties that any subsequent decree of any court amending any decree for divorce in respect to alimony or support payments set forth herein shall be deemed an amendment of this agreement.

IN WITNESS WHEREOF, the said parties have read this instrument and familiarized themselves with its contents and signed and executed this instrument on this the 28th day of August, 1989, as to Wife, and this the 28th day of August, 1989, as to Husband.

PATSY T. HOWELL

MORTON B. HOWELL, III

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, PATSY T. HOWELL, being first duly sworn, make oath that I executed the foregoing Marital Dissolution Agreement for the purposes therein contained. I further acknowledge that the said instrument is understood by me and is reasonable and fair.

PATSY T. HOWELL

Subscribed and sworn to before me,
this 28th day of August, 1989.

Helen D. Wells
NOTARY PUBLIC

My commission expires: 3/11/90.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, MORTON B. HOWELL, III, being first duly sworn, make oath that I executed the foregoing Marital Dissolution Agreement for the purposes therein contained. I further acknowledge that the said instrument is understood by me and is reasonable and fair.

Morton B. Howell III
MORTON B. HOWELL, III

Subscribed and sworn to before me,
this 28th day of August, 1989.

Helen D. Wells
NOTARY PUBLIC

My commission expires: 3/11/90.

The Marital Dissolution Agreement is approved in all respects and made a part of the Order. The Court does find that the Marital Dissolution Agreement has made provision for the equitable settlement of the property rights between the parties.

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

JUDGE

12-12-89

APPROVED FOR ENTRY:

HOWELL, FISHER & BRANHAM

By: _____
JAMES C. SUMMERS, No. 3574
Court Square Building
300 James Robertson Parkway
Nashville, TN 37201
(615)244-3370

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Order has been mailed, postage prepaid, to the defendant Patsy T. Howell, 2408 Hermitage Park Dr., Hermitage, TN 37076, this 12th day of December, 1989.

JAMES C. SUMMERS

BOOK 8174 PAGE 551

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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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 12th *day of* December, *19* 89, *in Case Number* 89D-3150 *between* Morton B. Howell, III *Plaintiff, and* Patsy T. Howell *Defendant, as same remains of record in Book* 183A, *Page* 500 *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* 14th *day of* August *in the year one thousand nine hundred and* Ninety *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117