187A/298

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1990 JUN -1 PM 3:02
GEORGE L. HOOKER, CLERK
B. Ellington D.C.

WILMA J. MINGLE,
PLAINTIFF/WIFE

VS

JESSE H. MINGLE,
DEFENDANT/HUSBAND

DOCKET NO. 90D-210

MAP 133-7
PARCEL 268

FINAL DECREE OF DIVORCE

BOOK 8177 PAGE 960

This cause came to be heard on the 1st day of June, 1990, before the Honorable ~~Muriel Robinson~~ Thomas H. Ware Special, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the plaintiff/wife, Wilma J. Mingle, and a Marital Dissolution Agreement signed by the parties, and the entire record herein; from all of which the court finds that the allegations of the complaint are sustained by the proof, that is, the parties have irreconcilable differences. The court further finds that the Marital Dissolution Agreement signed by the parties makes adequate and sufficient provisions for the parties and for the equitable settlement of any property rights between the parties.

The court further finds that the current address of the plaintiff, Wilma J. Mingle, is 190 Empire Drive, Nashville, TN 37211, and the current address of the defendant/husband, Jesse H. Mingle, is 122 Kingston Street, Nashville, TN 37207.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff/wife, Wilma J. Mingle, be and is hereby awarded an absolute divorce from the defendant/husband, Jesse H. Mingle, on the grounds of irreconcilable differences; and the parties are hereby restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement executed by the parties is hereby approved by the court, the same being an equitable and fair settlement of the property and obligations as to the parties, and is hereby incorporated herein as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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GEORGE L. ROOKER, CLERK
B. Kellingf D.C.

WILMA J. MINGLE,

Plaintiff/Wife

vs

DOCKET NO. 90D-210

HESSE H. MINGLE,

Defendant.

MARITAL DISSOLUTION AGREEMENT

Thie Agreement entered into by and between WILMA J. MINGLE, hereinafter referred to as "Wife" and JESSE H. MINGLE, hereinafter referred to as "Husband".

W I T N E S S E T H :

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there has been filed in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce under docket number 90D-210; and

WHEREAS, the defendant was served with the pleadings but by signing this Agreement waives filing an answer to the complaint; and

WHEREAS, the parties desire to agree upon and fix their rights and duties with regard to their respective estates and all other matters concerning their rights and duties arising by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all other matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

I. CHILDREN AND ALIMONY.

The parties acknowledge that two children have been born of the marriage, namely, David Mingle, age 22 years, born August, 24, 1967; and Angela Mingle, age 18 years, born February 17, 1972.

The Wife is awarded the sum of $1,069.00 monthly as alimony in solido to be paid by the Husband. This sum of money has previously been paid to the Wife and said sum is received by the Husband from the United States Government monthly for disability payment which was awarded him while employed with the said government. A check in this amount is mailed by the government to a direct deposit in a joint bank account in the name of the Husband and Wife. It is agreed this arrangement shall continue and that the Husband is enjoined and restrained from writing any checks on said bank account. The Wife shall be entitled to any increase in said disability check. Upon the death of the Husband said alimony payments shall be discontinued.

II. REAL PROPERTY.

The parties acknowledge that they own a piece of real estate located at 190 Empire Drive, Nashville, Tennessee 37211. The Husband agrees to execute all documents necessary for transferring his interest in said house and lot over to Wife. The Wife agrees that she will be responsible for any indebtedness on said house and lot and will hold harmless the husband therefrom.

The Husband further agrees to deed to the Wife his interest in the two cemetery plots located at Woodlawn Cemetery.

III. PERSONAL PROPERTY.

The parties have divided all household goods, furniture, fixtures, personal belongings, and automobiles accumulated during the marriage to the satisfaction of each, assuming any outstanding indebtedness thereon, and holding harmless the other therefrom.

The Husband shall have as his sole and separate property the household goods and furniture and his personal belongings currently in his possession.

The Wife shall have as her sole and separate property the household goods and furniture, her personal belongings, currently in her possession.

IV. INSURANCE.

The Husband agrees to continue carrying hospitalization on the Wife and on Angela Mingle as long as she is in school.

The Husband further agrees to maintain a life insurance policy with the wife being beneficiary thereon in the amount of $30,000.00.

V. DEBTS.

The Husband agrees to pay all the marital debts incurred up to and through the filing of the Petition for Divorce, March 2, 1990.

Each party shall be responsible for any indebtedness in their name only prior to and since the separation and shall hold harmless the other party.

VI. AUTOMOBILES.

The Wife shall have as her sole and separate property the 1979 Chevrolet Impala automobile currently in her possession. The Husband will execute any and all papers necessary to vest said automobile in wife's name only.

The Husband shall have as his sole and separate property the motor vehicle currently in his possession. The Wife will execute any and all papers necessary to vest said motor vehicle in Husband's name only.

VII. ATTORNEY'S FEES AND COSTS.

The parties agree to each pay one-half (1/2) the costs of this cause. The Husband further agrees to pay $500.00 toward wife's reasonable attorney's fee payable in installments of $50.00 per month and commencing upon the filing of the Final Decree of Divorce in this cause.

VIII. DISCLOSURE.

Each party is fully and completely informed of the financial and personal status of the other and each of them has given full and mature thought to the meaning of this Agreement and all of the obligations contained herein, and each of the parties understands the Agreement and the obligations assumed by the other, which are assumed with the express understanding and agreement that they are

in full satisfaction of all obligations, which each of the said parties has or might hereafter or otherwise have toward the other.

IX. RELEASE.

Each of us, having had our respective rights and duties fully explained to us, in consideration of the promises contained herein, does hereby forever release, waive and discharge the other from any right, duty or obligation for support or maintenance, and to any part or share of the property of each other, and all other claims, causes of action, suits or debts, relating to or sounding in contract, tort, property loss or damage, and of every other kind and nature, in law or in equity, except as this agreement otherwise provides.

X. EFFECTIVE DATE.

All provisions herein shall be effective upon entry of the Final Decree of Divorce unless otherwise provided.

XI. INCORPORATION.

The parties agree that this Agreement, subject to the Court's approval, shall be incorporated in and made a part of any Final Decree of Divorce which may be entered hereafter.

XII. The wife shall obtain the divorce on ground of irreconcilable differences.

IN WITNESS WHEREOF, we have set our signatures hereon.

Wilma J. Mingle 5-21-9
WILMA J. MINGLE DATE

Jesse H. Mingle
JESSE H. MINGLE DATE

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 WILMA J. MINGLE, 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 Nashville, Tennessee, on this 21st day of May, 1990.

Mary M. Kane
NOTARY PUBLIC

Commission Expires: 5/8/91

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 JESSE H. MINGLE, with whom I am acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this 14th day of May, 1990.

Tamara H. Hill
NOTARY PUBLIC

Commission Expires: 7-24-93

This Instrument Prepared by:
JAMES H. HILL
Attorney at Law
310 N. Gallatin Rd.
Madison, TN 37115

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause be and are hereby taxed one-half (1/2) against the defendant/husband, Jesse H. Mingle, and one-half (1/2) against the plaintiff/wife, Wilma J. Mingle, for which execution may issue if necessary.

ENTERED this 1st day of June, 1990.

1360 08/20 0101 03CHECK 21.00

Thomas H. Ware
~~MURIEL ROBINSON~~, JUDGE
Special

APPROVED FOR ENTRY:

JAMES C. VANCE, #3976
Attorney for Plaintiff/wife
237 Old Hickory Boulevard
Nashville, TN 37221
615/662-2889

AUG 20 9 23 AM '90

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been mailed, postage paid, to: James H. Hill, Attorney for the Defendant, 310 Gallatin Road South, Madison, TN 37115; this 1st day of June, 1990.

JAMES C. VANCE

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* 4th *Circuit Court for Davidson County, Tennessee, on the* 1st *day of* June, *19* 90, *in Case Number* 90D-210 *between* Wilma J. Mingle *Plaintiff, and* Jesse H. Mingle *Defendant, as same remains of record in Book* 187A, *Page* 298 *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* 20th *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