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

PATRICIA ANN CRAFT)
)
)
vs.) NO. 89D-1905
)
)
JOHN ANTHONY CRAFT)

BOOK 8211 PAGE 459

FINAL DECREE

This cause came to be heard on the 7th day of September, 1989 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court in and for Davidson County, Tennessee, upon Complaint for Absolute Divorce filed by Patricia Ann Craft. It appears to the Court from testimony of complainant, statements of counsel and the entire record that the parties have entered into a signed notarized Marital Dissolution Agreement as provided for by T.C.A. § 36-4-103 and that the time prescribed by law has lapsed since the filing of the original Complaint, from all of which it is found that Wife is entitled to an absolute divorce from Husband on the ground of Irreconcilable Differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the support and maintenance of the minor child of the parties and for an equitable settlement of any property rights between the parties. It is

1135 19SEP89 10:01 CASH 27.00

THEREFORE ORDERED, ADJUDGED, AND DECREED that Patricia Ann Craft should be and hereby is awarded an absolute divorce from Husband, John Anthony Craft on the ground of Irreconcilable Differences and restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. It is

FURTHER ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement be approved and ratified in full, and incorporated in this Final Decree in toto as follows:

FILED
89 MAY 23 AM 9:50

FOURTH CIRCUIT

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into by and between the parties, PATRICIA ANN CRAFT, hereinafter referred to as "Wife", and JOHN ANTHONY CRAFT, hereinafter referred to as "Husband", for the purpose of submission to the Court at the final hearing for absolute divorce upon Wife's Petition and upon approval of the Court to be incorporated into the Final Decree.

WHEREAS, irreconcilable differences have arisen between the parties, rendering this marriage irrevocably broken; and

WHEREAS, there is presently pending or to be filed a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, styled Patricia Ann Craft vs. John Anthony Craft, Docket Number 89D1905.

WHEREAS, in view of the parties' intention to live apart for the rest of their natural lives, the parties intend and it is the purpose of this agreement to provide for the adequate support and maintenance of the minor child adopted of this marriage and for a just and equitable distribution of the parties' assets.

WHEREAS, all personal property belonging to the parties has been divided prior to the execution of this agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereby made, they agree as follows:

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

2. Wife shall proceed to trial on the ground of irreconcilable differences and submit the Marital Dissolution Agreement herein for the consideration of the Court to be incorporated into the Final Decree should the divorce be granted.

3. Husband shall be divested out of all right, title and interest which he may have in items of personal property belonging to and now in possession of Wife and said right, title and interest shall be vested in Wife solely with the exception of

those items listed in Exhibit "A" attached hereto which shall be the sole property of Husband.

4. Wife shall be divested out of all right, title and interest which she may have in items of personal property belonging to and now in possession of Husband and said right, title and interest shall be vested in Husband solely.

5. Absolute care, custody and control of the parties' minor child shall be vested in the Mother with reasonable visitation rights in the Father. The Father shall have visitation with the minor children every other weekend from Friday at 6:00 P.M. until Sunday at 5:00 P.M. The parties shall alternate the holidays of Easter, Memorial Day, Fourth of July, Thanksgiving and Christmas. Further, Father shall have visitation with the child for two weeks during summer vacation.

6. Husband shall pay child support at the rate of $200.00 per month with this sum being set according to Husband's meager income at this time. Father shall maintain major medical insurance on the minor child if and when Father obtains employment where such coverage is available or Wife shall continue to carry major medical coverage on the minor children at her place of employment until such time as Husband gets major medical insurance and the parties agree to equally divide the costs of dependent coverage while Wife carries the insurance. Any costs for medical, dental, orthodontal, optical and pharmaceutical expenses which are necessary for the child's health and well-being and which are not covered by insurance shall be split equally between the parties.

7. Wife shall be responsible for the mortgage payments due and owing on the real property located at 4033 Navaho Trail, Nashville, Tennessee and shall maintain said property in a reasonable manner. Husband shall remain in the homeplace until he receives $6,000.00 from his equity in the home. His remaining share of $7,500.00 shall be paid when the minor child reaches the age of 18 or graduates from high school, whichever comes last. Should the homeplace be sold prior to that time, Husband shall receive his remaining equity from the sale. Wife shall pay Husband interest on the balance of his unpaid equity at the rate of 2% per annum and shall have the option to buy out Husband's

equity at any time she so chooses. Husband shall convey his interest in the marital residence to Wife at the time of the signing of this Agreement; however Husband shall retain a Vendor's Lien against the property for his equity interest. Said lien shall remain in effect until such time as Wife satisfies the debt owing to Husband or his remaining share of his equity in the homeplace.

Should Wife have a member of the opposite sex who is not related to her, living with her in the marital residence, or should Wife remarry, Husband may petition the Court for sale of the house to obtain his equity or in the alternative, after a Petition for sale of the house is filed, Wife may pay Husband the amount specified in this agreement to buy out his interest in the property.

8. No modification or waiver of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

9. Within a reasonable time after the execution of this contract, each of the parties obligates himself or herself to sign all necessary deeds, bills of sale, and other such instruments in order to effectuate the total transfer of legal title in and to the various properties hereby being divided between the parties.

10. In consideration of this agreement, the Husband and Wife hereby release one another, their heirs, executors, administrators, and assigns and their property and estate from any and all rights of any kind and character for past and future support, maintenance, homestead dower, or courtesy rights or any statutory successors to such common law rights, any rights under the laws of inheritance, dissent and distribution, any claims to alimony or other support payments, pensions, and/or retirement funds, all rights to elect against the other's Will; and each party releases the other from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relations of the parties hereto except as expressly provided in this agreement; and each party is forever

barred from having or asserting any such right, claim, demands or obligations at any time hereafter for any purpose except that these parties may assert all rights that are given under this agreement.

11. The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument free and voluntarily and without duress and coercion. The parties further agree that they have made adequate and sufficient provision by written agreement for the support and maintenance of the minor child and for an equitable distribution of the parties' assets.

12. This Agreement shall be governed by the laws of the State of Tennessee.

13. This Agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representations or warranties other than those expressly set forth herein.

14. Each party agrees to be responsible for any indebtedness incurred in his/her own name, unless specifically provided for otherwise herein, and each agrees to hold the other party harmless from same.

15. The costs of this cause shall be assessed against the parties equally.

16. Each party agrees to be responsible for his/her own attorney fees.

17. Wife is being represented in this action by Carol L. Soloman and Husband has been informed that it is perhaps in his best interest that he obtain counsel. Having been so advised, he has chosen to obtain counsel, but failed to disclose his/her name at this time and enters into this agreement with due and proper consideration, fully understanding its terms and provisions.

18. Both parties waive service of process.

Patricia Ann Craft
PATRICIA ANN CRAFT

John Anthony Craft
JOHN ANTHONY CRAFT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Patricia Ann Craft, with whom I am personally acquainted, and made oath that the statements contained in the foregoing Marital Dissolution Agreement are true to the best of her knowledge, information and belief.

This the 27th day of April, 1989.

Lisa Parnell
NOTARY PUBLIC

My commission expires:

9-26-92

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, John Anthony Craft, with whom I am personally acquainted, and made oath that the statements contained in the foregoing Marital Dissolution Agreement are true to the best of his knowledge, information and belief.

This the 15th day of May, 1989.

Mary Elizabeth Hinds
NOTARY PUBLIC

My commission expires:
My Commission Expires October 5, 1991

EXHIBIT A

HUSBAND'S PERSONAL PROPERTY

Hope Chest	Exercise Bike	Guns
Hanging Rug	Nightstand	Swag Lamp
Nightstand Lamp	Gun Rack	Tropies
Compound Bow	Heather's Dresser	VCR
Trussel Bed (For Heather)	White Clothes Hamper	Blue Sofa
Gray Reclining Chair	Lamp Table Stand	Stero
Stand for Both	Living Room Coffee Table	
VCR tapes & cabinets	Electric Heater	Bookcase
Utility Room Cabinets	Camera & Equipment	Fan
Small Kitchen Appliances	Car/Hyundia	Canco
Power Tools	Blue Parakeet w/Black Bird Cage	

One-Half (1/2) Garden Tools

One-Half (1/2) Linen

One-Half (1/2) Towels

One-Half (1/2) Dishes and Cookware

One-Half (1/2) Audio Tapes and Records

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be assessed against the parties equally for which execution shall issue if necessary.

ENTERED this 11th day of Sept, 1989.

HONORABLE MURIEL ROBINSON
Judge of the Fourth Circuit

APPROVED FOR ENTRY:

CAROL L. SOLOMAN #6649
Attorney for Wife
One Church Street-Suite 300
Nashville, Tennessee 37201
(615) 242-3416

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Mr. John Anthony Craft, 4033 Navaho Trail, Nashville, TN. 37211 on this 6 day of Sept., 1989.

CAROL L. SOLOMAN #6649

ADDRESSES OF THE PARTIES:

Ms. Patricia Craft
4033 Navaho Trail
Nashville, TN. 37211

Mr. John Anthony Craft
4033 Navaho Trail
Nashville, TN. 37211

BOOK 8211 PAGE 458

62874

IDENTIF. TREFERENCE

OCT 5 10 30 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

PICK-UP

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* 7TH *day of* SEPTEMBER, *19* 89, *in Case Number* 89D-1905 *between* PATRICIA ANN CRAFT *Plaintiff, and* JOHN ANTHONY CRAFT *Defendant, as same remains of record in Book* 181A, *Page* 171 *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* 5TH *day of* OCTOBER *in the year one thousand nine hundred and* NINETY *and in the* 515TH *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary W. Washburn *D.C.*

Form #GR-117