IN THE 4TH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

HELENE EUGENIE WEST,
PLAINTIFF,

VS.

JAMES RICHARD WEST,
DEFENDANT.

FILED
1990 JUL 31 PM 2:37
GEORGE L. RI[illegible] CLERK
[signature] D.C.

NO. 89D4025

61-16-323

FINAL DECREE BOOK 8214 PAGE 853

This cause came on to be heard upon the 31st day of July, 1990, upon the Plaintiff's Complaint for Divorce, upon the written and notarized marital Dissolution Agreement executed by the parties, the testimony of the plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute fivorce, as provided for by T.C.A. §36-4-101 (11).

The Court further finds that the parties have made adequate and sufficient provision by the written agreement for the settlement of any property rights between the parties, and for the care, custody and maintenance of the minor children born to the parties; and more specifically the terms of that Agreement are as follows:

63993

IDENTIF. TREFERENCE

OCT 10 1 39 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

9103 10/10 0101 03CHECK 27.00

FILED

1990 JUL 31 PM 2:38

GEORGE L. ROSKER, CLERK

D.C.

IN THE 4th Circuit COURT FOR DAVIDSON COUNTY, TENNESSEE

HELENE EUGENIE WEST)
)
vs.) NO. 89D4025
)
JAMES RICHARD WEST)

BOOK 8214 PAGE 854

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 11TH day of NOVEMBER, 1989, by and between HELENE EUGENIE WEST, referred to as "Wife", and JAMES RICHARD WEST, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Agreement will be used in a Circuit Court Divorce action, Docket No. 89D4025, the parties do agree as hereinbelow set out:

1. The parties agree that they are the natural parents of five (5) children, namely: Libby Rene Morgan, born June 4, 1967; James R. West, II, born April 16, 1971; Daniel Corey West, born August 30, 1982; William Rodney West, born October 15, 1985; Jonathan Ryan West, born November 4, 1986. Two of said children have reached the age of majority and are fully emanciapted. The parties agree to share joint care, custody and control of the three (3) minor children of the parties, with the Wife having primary custody. The Husband shall have visitation with said minor children at reasonable times and places.

2. The Husband shall pay child support in the amount of One Hundred and Sixty-four Dollars ($164.00) per week, which represents forty-one per cent (41%) of the Husband's net income of $400.00 per week. Said child support payments shall commence

effective with the signing of this Agreement; and shall continue thereafter to be due and payable weekly by the Husband to the Wife in each succeeding week of each succeeding year; and shall terminate when the minor children of the parties reach their respective ages of majority, or otherwise become emancipated.

3. The Husband presently carries in full force and effect a policy of medical health insurance through his employment, which health insurance provides medical benefits for the minor children of the parties. The Husband agrees to continue said health insurance in full force and effect for the benefit of the minor children of the parties, and to pay any premiums and/or payroll deductions therefor, until said minor children reach their respective ages of majority, or otherwise become emancipated.

4. The Husband agrees to pay all medical and dental expenses of the parties' minor children not covered and/or reimbursed by the health insurance as described herein, until said minor children reach their respective ages of majority, or otherwise become emancipated.

5. The only real property in which the parties hold a joint interest is a house and lot located at 1417 McAlpine Avenue, Davidson County, Nashville, Tennessee 37216. With regard to said real property, the parties agree as follows:

(a) The Wife shall have the right to live in said residence until sold.

(b) Said real property shall be sold when the youngest child reaches the age of majority or the parties agree to sell same by mutual agreement.

(c) The Wife agrees to be solely responsible for, and hold the Husband harmless therefrom, the timely repayment of the the timely repayment of the mortgage indebtedness, taxes, insurance and maintenance until same is sold.

(d) Upon the sale of said real property, the parties shall divide the net proceeds derived therefrom equally.

(e) Net proceeds shall be defined for the purposes of this Agreement as the net amount due the sellers after repayment in full of the mortgage indebtedness, and payment of pro-rata real estate taxes, real estate agents' commissions, and other ordinary selling expenses.

(f) Both parties agree to sign any documents or instruments which may be necessary in order to effectuate the provisions of this Agreement.

7. The Wife shall have all right, title and interest in and to one (1) 1983 Oldsmobile vehicle, currently titled in the Husband's name; and the same being unencumbered. The Husband agrees to sign any documents necessary in order to place title to said vehicle solely in the Wife's name.

8. The Husband shall have all right, title and interest in and to one (1) 1978 Chevrolet, currently titled in the Husband's name only; and the same being unencumbered.

9. The parties' aon shall have sole possession of one (1) 1985 Chevrolet vehilce, currently titled in the Husband's name only; and the same being unencumbered. Said title shall remain in the name of the Husband.

10. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

11. The parties hereby agree that, except as herein described, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

12. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

13. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Helene E. West
HELENE EUGENIE WEST

James Richard West
JAMES RICHARD WEST

STATE OF TENNESSEE)
)
COUNTY OF Henderson

Personally appeared before me, a Notary Public in and for said State and County, HELENE EUGENIE WEST, with whom I am personally acquainted, and who acknowledged to me that she signed the within MARITAL DISSOLUTION AGREEMENT as her free act and deed for the purposes therein contained, this 10 day of Nov, 198_.

Donald R Brown
NOTARY PUBLIC

My commission expires:
1-11-92.

STATE OF TENNESSEE)
COUNTY OF Hardin

Personally appeared before me, a Notary Public in and for said State and County, JAMES RICHARD WEST, with whom I am personally acquainted, and who acknowledged to me that he signed the within MARITAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained, this 11 day of Nov, 1989.

Donald R Brown
NOTARY PUBLIC

My commission expires:
1-11-92.

The Court further finds that the Complaint for Divorce, paragraph 1, should be amended to comply with the statutory requirements set forth in T.C.A. §36-6-210 and the same are hereby ORDERED incorporated herein by reference, To-Wit:

A. That the present address of the children is 1417 McAlpine, Nashville, Davidson County, Tennessee, and that the children reside with their mother at this address;

B. That the children have resided at the following addresses for the past five (5) years, with the parties with whom each resided as listed with each stated address;

(1) 1417 McAlpine, Nashville, Davidson County, Tennessee. The children resided with their mother and father.

(2) 1417 McAlpine, Nashville, Davidson County, Tennessee. The children resided with their mother.

C. The parties do not have any knowledge or information of any custody proceeding concerning the minor children pending in a Court of this state or any other state, other than this cause of action; and, further, the parties do not have any knowledge of any person not a part to these proceedings who has or claims to have custody or visitation rights with respect to the minor children.

All other provisions of the Plaintiff's original Complaint not specifically amended herein shall remain in full force and effect.

IT IS THEREFORE, ORDERED that bonds of matrimony binding the parties hereto be absolutely and forever dissolved and that the plaintiff is hereby awarded an Absolute Divorce; and that each of the parties' being Helene Eugenie West, 1417 McAlpine Avenue, Nashville, Tennessee, 37216; James Richard West, 1413 Dugger, Nashville, Tennessee, 37216, be vested with all the rights and privileges of an unmarried person; that the parties' Marital Dissolution Agreement is ratified and made a part of this Final Decree; and that the costs of this cause be assessed against the plaintiff.

For all of which execution may issue as necessary.

ENTER, this 31st day of July, 19 90.

JUDGE

The Husband's net take-home pay is $400.00 per week. I hereby certify that the child support as set forth herein substantially complies with the guidelines for child support as promulgated by the Department of Human Services under the authority of T.C.A. §36-5-101(e)(1),(2), as amended.

SUBMITTED FOR ENTRY:

TED F. WALKER
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: (615) 244-7707

CERTIFICATE OF SERVICE

I, HEREBY CERTIFY that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid to defendant at the above address this 31st day of July, 1990.

TED F. WALKER

BOOK 8214 PAGE 861

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* 31 ST *day of* JULY, *19* 90, *in Case Number* 89D-4025 *between* HELEN EUGENIE WEST *Plaintiff, and* JAMES RICHARD WEST *Defendant, as same remains of record in Book* 188C, *Page* 1936 *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* 4TH *day of* OCTOBER *in the year one thousand nine hundred and* NINETY *and in the* 214 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By B. Eddins *D.C.*

Form #GR-117