597 | 614

BOOK 8219 PAGE 425

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLES DAVID PRICE)
)
VS.) NO. 90D-703
)
MARY CHARLENE PRICE)

FINAL DECREE

This cause came on to be heard on the 8th day of October, 1990, before the Honorable James Everett, Judge of the Probate Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; upon withdrawal of the Defendant's Answer as evidenced by the signature appearing below, upon the Marital Dissolution Agreement, which provides for custody and support of the parties' minor children, the division of the parties' respective rights and interest in all jointly-owned property, and apportionment of the parties' debts; and upon all the pleadings, from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Marital Dissolution Agreement heretofore executed by the parties is a fair and complete apportionment of the martial property and debts, and makes adequate and sufficient provision for the support of the parties' minor children, and should be approved; and that the ninety day waiting period, as required by statute, has elapsed.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that Plaintiff, CHARLES DAVID PRICE, be, and is hereby, awarded an absolute divorce from Defendant, that the Plaintiff be 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.

The original Marital Dissolution Agreement is hereby approved by the Court, and each and every provision of said Agreement is hereby made the Decree of the Court, said agreement which is as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

1990 OCT 3 8 29

CLERK

D.C.

CHARLES DAVID PRICE,
Complainant,

vs.

MARY CHARLENE PRICE,
Defendant.

NO. 90D-703

BOOK 8219 PAGE 426

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Probate Court for Davidson County, Tennessee, a divorce proceeding styled CHARLES DAVID PRICE, hereinafter referred to as "Husband," vs. MARY CHARLENE PRICE, hereinafter referred to as "Wife," under docket number 90D-703; and

WHEREAS, both parties have suffered certain irreconcilable differences in their marriage, and are living separate and apart, and it further appears that there is no hope for reconciliation, and

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement, not out of levity or by collusion, but to settle and adjudicate all property matters of the parties, and to tender the same to the Court for approval in the event a divorce is granted in this cause, and

WHEREAS, both parties are aware of their possessions and obligations, one to the other, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action is concerned, and have had the opportunity of advice of counsel, and

WHEREAS, Wife desires that that the Husband proceed to obtain a divorce on the grounds of irreconciliable differences.

NOW, therefore, for and in consideration of the premises hereinabove stated and the mutual covenants and agreements hereinafter contained

and other good and valuable consideration, the parties agree as follows:

1. The parties have heretofore divided their personal clothing, jewelry, and personal effects. The foregoing items presently in their possession shall remain that party's sole property, free of all claims of the other, except Wife shall have her Mother's Day gifts from children, flowered platter, baby books, Wife's grandparents' picture and anything not to be used by Husband.

2. Husband shall be awarded the household furnishings, appliances, and household goods presently located in the residence of the parties' at 102 Chrishall Court, Antioch, Tennessee, free of all claims of Wife. Wife shall have one-half of the family pictures; however, either party shall be given the opportunity to have copied any family pictures in the possession of the other party.

3. Husband presently has titled in his name a 1980 Pontiac stationwagon. Husband shall retain said automobile as his sole property, free of all claims of Wife. Husband shall be solely responsible for the payment of the note on said automobile held by Nashville Electric Credit Union and he shall hold Wife harmless from any liability thereon.

4. The parties presently own as tenants by the entirety a house and lot located at 102 Chrishall Court, Antioch, Tennessee. Said property is more particularly described as follows:

> BEING Lot No. 269 on the Plan of Antioch Park, Section 5, of record in Plat Book 4460, page 58, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> Being the same property conveyed to Charles David Price and wife, Mary Price, by deed from Michael H. Newsom and wife, Ava W. Newsom, of record in Book 7609, page page 473, said Register's Office.

Upon the granting of a divorce in this cause, Wife shall be divested of her interest in said property and sole title to said property shall be vested in Husband. Wife agrees to execute, upon demand, a quit claim deed to said property conveying

all of her interest in said property to Husband. Husband agrees to be solely responsible for the payment of the mortgage on said property and to hold Wife harmless from any liability thereon.

5. The parties have five (5) children conceived during the marriage: James David Price, age 14; Charles Daniel Price, age 12; Jennie Marie Price, age 11; Donnie Ray Price, age 10; and Jamie Darryl Price, age 6. Custody of said children shall be awarded to Husband. The issue of child support as to said children shall be reserved. Wife is presently pregnant. The parties agree that the issues as to the paternity of said unborn child, child support, and custody shall be reserved pending the birth and blood testing to resolve issue as to the identity of the father of said unborn child. Husband agrees to maintain medical insurance on the named children of the parties.

6. Wife shall have visitation with the children at the following times:

(a) alternate weekends from Friday at 6:00 P.M. until Sunday at 6:00 P.M.

(b) alternate holidays

(c) Mother's day

(d) one week during the Christmas holidays beginning at 12:00 noon on Christmas day in even calendar years and in odd calendar years, for one week ending at 12:00 noon Christmas day.

(e) two weeks during the summer.

Wife shall have such other visitation rights as the parties may mutually agree.

7. Husband shall be solely responsible for the parties' debts owed to the Nashville Electric Service Credit Union and he shall hold Wife harmless from any liability thereon. There are no other joint debts except as specifically set forth in this agreement. All other debts of the parties shall be the sole responsibility of the party incurring said debt who shall hold the other party harmless from any liability thereon.

8. Husband agrees to pay the attorney fees to William P. Griffin, IV, for professional services rendered in this cause.

9. Husband agrees to pay the Court costs incurred in this cause of action.

Each party agrees to execute any and all documents and instruments necessary or expedient in effectuating the provisions of this agreement.

This agreement is made and intended between the parties as a marital dissolution agreement covering the matter of all property rights which each now has or might have against the other party by virtue of their marital status including, but not limited to, any claim for alimony or inheritance rights, and this agreement is to be a full, final and complete release of each party, one unto the other, of any and all claims whatsoever each party may have or may hereafter have, in and to the property of the other as a result of their marital status and this instrument represents fair, full and complete settlement of the parties' marital rights.

The parties acknowledge that they have read this instrument in its entirety and have signed it freely and voluntarily, and without duress or coercion.

Dated: 10-1-90 Charles David Price
CHARLES DAVID PRICE

Dated: 9-29-90 Mary Price
MARY CHARLENE PRICE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 1st day of October, 1990, personally appeared before me CHARLES DAVID PRICE, to me known to be the person described herein as Husband, who made oath that he executed the foregoing Agreement and acknowledged that he executed the same as his own free act and deed.

Kathryn L. Roberts
Notary Public

My Commission Expires:
11-21-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 28th day of September, 1990, personally appeared before me MARY CHARLENE PRICE, to me known to be the person described herein as Wife, who made oath that she executed the foregoing Agreement and acknowledged that she executed the same as her own free act and deed.

Kathryn L. Roberts
Notary Public

My Commission Expires:
11-21-92

That the Plaintiff's present address is 102 Chrishall Court, Antioch, TN, 37013. The Defendant's present address is 2212 Ravenwood Drive, Nashville, TN, 37216.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be, and are hereby, taxed against Plaintiff, Charles David Price.

It is finally ORDERED, ADJUDGED and DECREED by the Court that execution may issue to enforce any of the provision of this Decree.

Enter this 8 day of October, 1990.

JUDGE

APPROVED FOR ENTRY:

WILLIAM P. GRIFFIN, IV
Attorney for Plaintiff
301 Realtors Building
306 Gay Street
Nashville, TN 37201
(615) 244-3600
Registration No. 3803

MARY CHARLENE PRICE, Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Final Decree has been mailed to Ms. Mary Charlene Price, 2212 Ravenwood Drive, Nashville, TN, 37216, on this the 8th day of October, 1990.

WILLIAM P. GRIFFIN, IV

65703

IDENTIF. TREFERENCE

OCT 18 1:59 AM '90

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

BOOK 8219 PAGE 432

1150 10/18 0101 03CHECK 24.00

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* 8TH *day of* OCTOBER, *19* 90, *in Case Number* 90D-703 *between* CHARLES DAVID PRICE *Plaintiff, and* MARY CHARLENE PRICE *Defendant, as same remains of record in Book* 57A, *Page* 614 *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* OCTOBER *in the year one thousand nine hundred and* NINETY *and in the* 214 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D. Eden *D.C.*

Form #GR-117