96-14
Par. 113

57A/49

FILED

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE SEP 26 1990

GEORGE L. ROOKER, Clerk
By D. Haar Deputy

JAMES AMBROSE)
)
)
V) NO. 90D-1684
)
)
GENEVA AMBROSE)

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FINAL DECREE

This cause came on to be heard on the 26th day of September,1990 1, before the Honorable James Everett, Judge of the Probate Court for Nashville, Davidson County, Tennessee, upon the Complaint of the Plaintiff, a notarized Marital Dissolution Agreement attached thereto, testimony of the witnesses, and the entire record, all from which the Court affirmatively finds as follows. That from the testimony presented to the Court it appears that the parties hereto have irreconcilable differences in their marriage.

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED that the bonds of matrimony, heretofore existing by and between the parties, are hereby dissolved, and the Complainant, James Ambrose is hereby awarded an absolute divorce from the Defendant, Geneva Ambrose, upon the grounds of irreconcilable differences, and he is hereby restored to all the rights and privileges of an unmarried person. It further appears to the Court that the parties have entered into a written executed Marital Dissolution Agreement, and the Court affirmatively finds therein that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between them. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES AMBROSE,)
)
Plaintiff,)
)
vs.) No. 90D-1684
)
GENEVA AMBROSE,)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

This agreement made and entered into on this the 30th day of May, 1990, by and between James Ambrose, hereinafter called the "Husband" and Geneva Ambrose hereinafter called the "Wife".

W I T N E S S E T H

WHEREAS, serious differences have arisen between the parties which appear to be irreconcilable; a complaint for absolute divorce has been filed by the Husband in the Circuit Court for Davidson County, Tennessee; and it is the intention and understanding of the parties hereto that this agreement shall be hereafter filed in said action, and the Wife's signature affixed hereto shall constitute a general appearance before the Court in said matter; and

WHEREAS, the parties are presently living separate and apart and desire to enter into an agreement in settlement of their rights and interests regarding their real and personal property and obligations of support and to tender same to the Court for approval in the event a decree for divorce is granted in this cause; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

2. TAX EXEMPT STATUS: This agreement is a transfer of appreciated property between spouses in connection with a divorce

and is not a sale or exchange or other disposition, but is an equitable division of property by co-owners.

3. TRIAL: The Husband shall proceed a trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

4. CUSTODY: There are two (2) minor children born of this union. The parties agree that the care, custody and control of the parties minor children shall be awarded jointly to the Husband and Wife with the primary residence with the Wife.

The Husband and Wife shall agree to visitation at all reasonable times and places. Alternating every other holiday, with the Husband having visitation with the children on Father's Day and his birthday; provided however, that the Wife shall have the children with her on Mother's Day and on her birthday.

It is the agreement and intention of the parties that each shall be flexible and cooperative and neither shall unreasonably withhold his or her consent to request scheduling changes for the purpose of allowing the children to go on trips or vacations or to attend other special activities with the one or the other of the parties. It is further agreed that both parties will cooperate in the proper rearing of the children, mentally, emotionally, physically, intellectually and spiritually and to support the children's feeling of love for the other parent. It is further agreed that both parties agree to encourage and support all church related activities for their sons especially Sunday School, Church and youth activities at First Baptist Church in Donelson, Tennessee.

5. CHILD SUPPORT: It is agreed that the Husband shall pay directly to the Wife the sum of One Hundred Twenty-Two Dollars and Twenty-Four Cents ($122.24) per week for the support of the minor children. Payable every Friday of each week, commencing upon the execution of this Agreement. When the children reach age 18 years, or graduate with their high school class, or are emancipated by marriage then the child support shall be terminated. Said child support shall not be reduced or prorated without prior approval of this Court.

6. HEALTH INSURANCE: The Husband shall maintain in full force and effect, hospital, medical and dental insurance coverage for the minor children, until the children attain age eighteen (18) years, or has completed his senior year of high school, whichever is the latter event to occur. The Husband agrees to pay one half medical, dental, optical costs and prescription medication expenses incurred for the necessary care, and treatment of the minor children which are not covered by insurance.

7. LIFE INSURANCE: The Husband shall maintain in full force and effect a policy of life insurance insuring his life in the amount of at least $100,000.00, naming the parties' minor children as beneficiaries.

8. REAL PROPERTY: The parties agree that the only real property owned by them as Husband and Wife is 820 Allen Rd., Nashville, TN 37214 in Davidson County. The parties further agree that the Wife shall be the sole and exclusive owner and possessor of said real property and that she shall be soley responsible for th entire amount of indebtedness thereon. Husband shall claim no legal or equitable rights in said real property.

9. PERSONALTY: The Husband shall maintain the 1988 Chevrolet Blazer, 1982 Pro Craft Boat, and the 1965 Ford Mustang. And, the Wife shall maintain the 1974 Ford Truck and the 1987 Chevrolet Celebrity. The parties acknowledge that they have divided their household furniture, furnishing and accessories in an equitable manner. Each party shall retain the items he or she brought to the marriage, their personal items, and gifts from his or her respective family and friends. All remaining items have been divided equitably by the parties.

10. RETIREMENT PLANS: The parties acknowledge that each shall keep their respective retirement plans through their employment and Metropolitan Life.

11. BANK ACCOUNTS: The parties acknowledge that they have each established separate bank accounts, and each party shall keep his or her own separate bank account, free from any claim by the other party.

12. DEBTS: It is further agreed that the Husband shall be responsible for the following debts:

GMAC-1988 Chevrolet Blazer	$ 323.82
Mastercard	99.00
Personal Credit Line-NBC Bank	143.00
Medicount	50.00
Life Insurance	50.00
Car Insurance	47.00
HRSI - Shopsmith	52.00
Third National Bank - Boat Payment	110.57
Silo Department Store	68.00
Rent - 508 McGavock Pike	500.00
Temporary Child Support	300.00
TOTAL	$1,743.39

It is further agreed that the Wife shall be responsible for the following debts:

Shearson Leaman Mortgage Co.	$ 588.00
GMAC-1987 Chevrolet Celebrity	236.76
Visa Charge Card	121.00
Castner Knott (Her Account Only)	50.00
Life Insurance Manufacturers Financial	65.00
Car Insurance	45.00
YMCA Membership	38.00
TOTAL	$1,143.76

13. ATTORNEY FEES AND COURT COSTS: The Husband shall be responsible for attorneys fees and pay the final court costs taxed herein.

14. SPOUSAL SUPPORT: Both parties waive any and all claims for spousal support or alimony, past, present, and future.

15. WAIVER: The parties hereto, exclusive of the terms and provisions of this instrument, each waive all rights, title and interest, consummate and inchoate, in and to property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property as to any and all property estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the Court's decree this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

16. FAIRNESS OF AGREEMENT: The parties acknowledge that the provisions of this Agreement for support and maintenance are fair and adequate to both parties, and in keeping with their reasonable requirements and accustomed standard of living.

17. VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any coercion, duress, or undue influence. Both parties further acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed the same voluntarily.

18. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

19. ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement.

WITNESS OUR HANDS, this the 30th day of May, 1990, as to the Husband, and this the 30th day of May, 1990, as to the Wife.

James W. Ambrose
JAMES AMBROSE
Husband

Geneva Ambrose
GENEVA AMBROSE
Wife

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named, James Ambrose, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this the 05 day of June, 1990.

Judith E Tate
NOTARY PUBLIC

My commission expires: 01-09-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named, Geneva Ambrose, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this the 30th day of May, 1990.

Charlotte L. Rhodes
NOTARY PUBLIC

My commission expires: 3-3-92

IT IS, FURTHER ORDERED, ADJUDGED, and DECREED that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, is hereby approved by the Court and made the judgement hereof in all respects.

IT IS, FURTHER ORDERED, ADJUDGED, and DECREED that the Husband shall be responsible for attorney fees and the final court costs taxed herein for this cause, all for which let execution issue if necessary.

The Husband's addresss is 508 McGavoch Pike, Nashville, Tennessee 37217.

The Wife's address is 820 Allen Road, Nashville, Tennessee 37214.

Entered this the 24 day of Sept, 1990.

JAMES EVERETT, JUDGE

APPROVED FOR ENTRY:

GALE ROBINSON #11120
Attorney for Complainant
213 Third Avenue North
Nashville, Tennessee 37201

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was mailed to Geneva Pearl Ambrose, 820 Allen Road, Nashville, Tennessee 37214 on this the 26th day of Sept., 1990.

GALE ROBINSON

68886

IDENTIF. REFERENCE

OCT 31 9 08 AM '90

FELIX Z. WILSON
DAVIDSON COUNTY TN.

4929 10/31 0101 03CHECK 27.00

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Mail
Geneva Ambrose
820 Allen Rd
37214

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* 26th *day of* September, *19* 90, *in Case Number* 90D-1684 *between* James Ambrose *Plaintiff, and* Geneva Ambrose *Defendant, as same remains of record in Book* 57A, *Page* 49 *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* 31st *day of* October *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