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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PAULA KAY McDOWELL)
)
vs.) NO. 88-D-4534
)
JAMES EDWARD McDOWELL)

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FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this the 25 day of April, 1989, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Plaintiff, **Paula Kay McDowell**, personal service of process being waived by the Defendant, **James Edward McDowell.**

Based upon the pleadings and the testimony, it is the opinion of this Court that the parties have suffered and experienced irreconcilable differences in their marriage.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that PAULA KAY McDOWELL is hereby awarded an absolute divorce from **JAMES EDWARD McDOWELL** based on the grounds of irreconcilable differences, and it is further **ORDERED** that the bonds of matrimony subsisting between them are hereby and absolutely, forever and perpetually, dissolved, and that the parties are hereby restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Marital Dissolutionment Agreement that the parties have filed with the Court is hereby incorporated into this Final Decree of Divorce and made a part thereof, and provides as follows :

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IDENTIF. TREFERENCE
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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

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IN THE CIRCUIT COURT FOR NASHVILLE, DAVIDSON COUNTY, TENNESSEE

BOOK 8235 PAGE 194

PAULA KAY McDOWELL)
Plaintiff)
vs.) NO. _____
JAMES EDWARD McDOWELL)
Defendant)

MARITAL DISSOLUTIONMENT AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee at Nashville, a petition for absolute divorce;

WHEREAS, the parties hereto desire to enter into a Marital Dissolutionment Agreement and tender the same to the Court for approval in the event a decree of divorce is granted in this cause; and

WHEREAS, the parties hereto have each been advised of their respective rights and responsibilities one to the other, and acknowledge that neither party has been coerced or forced to sign any instrument and that each has had an opportunity to individually examine the contents of the same and has either sought independent counsel or has been advised of the choices available to that respective party.

NOW WHEREAS, the parties do agree as follows :

1. Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. The parties hereto agree that all items of personalty, not specifically set out herein, have already been divided to their satisfaction.

3. Husband agrees that Wife is to receive sole and absolute title in fee simple to the real property located at 1426 Ardee Avenue, Nashville, Tennessee. Both parties agree that Husband will remain at said residence until his military transfer January 1, 1989. Wife agrees to be solely liable for any and all current and/or future taxes, note payments, or any other assessments of any kind or nature on the aforesaid and to hold Husband harmless for any payments of the same. Husband further agrees to execute any and all documents necessary to transfer absolute title to said property.

4. Wife agrees that Husband is to receive sole and absolute title to the 1988 Ford Ranger Pickup Truck. Husband agrees to hold Wife harmless for monthly payments on the aforesaid vehicle. Wife agrees to execute any and all documents necessary to transfer absolute title of the

aforesaid Ford Ranger Pickup Truck. Husband agrees to hold Wife safe and harmless for any payments of the same.

5. Wife agrees that Husband is to receive personal possessions such as tools, sporting and outdoor equipment, guns, gun rack, and a 19" television.

6. Husband agrees to assume sole liability for the debts listed as follows:

Master Card, in his name, in the amount of $3,000.00.

Visa in the amount of $1,400.00

Husband further agrees to hold Wife harmless for any payments of the same.

7. Wife agrees to assume sole liability for debts listed as follows:

Master Card, in her name, in the amount of $2,200.00.

J.C. Penny's in the amount of $1,400.00.

Wife further agrees to hold Husband harmless for any payments of the same.

8. Husband further agrees to maintain the current insurance policy at Metropolitan Life Insurance for the Wife and two (2) children until the youngest child reaches the age of 18 years.

9. Wife shall be awarded the sole custody and control of the parties minor children. As child support the husband shall pay directly to the Wife the sum of $500.00 per month beginning January 1, 1989.

10. Husband agrees to pay directly to the Wife the sum of $300.00 per month, for six months, as alimony beginning January 1, 1989 through June 1, 1989.

11. Husband agrees to provide a major medical health insurance policy on the parties' minor children. Husband further agrees to pay all deductable and co-payments and any other medical related bills incurred on behalf of the parties' minor children. Husband further agrees to pay all current and outstanding medical related bills, incurred on behalf of the wife and the parties' minor children.

12. Husband is to receive reasonable visitation rights, upon a 24-hour advance notice.

13. Wife agrees to be responsible for all Court costs in this cause.

14. Wife further agrees to be responsible for all attorney's fees.

15. 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. Both parties acknowledge that they have again read this Agreement in its entirety prior to the signing thereof, and have had opportunity to seek independent counsel, and have signed the same voluntarily. The effective date of this Agreement shall be the date of the signing thereof.

16. Both parties expressly waive any and all claims for further alimony, past, present and future.

17. Both parties agree to retain exclusive ownership of their individual checking and savings accounts.

understand and agree that their obligation is a nondischargeable debt under the 11 U.S.C.A., Section 523 of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not part of this Marital Dissolution Agreement.

19. Husband and Wife agree that they are not aware of any other properties subject to marital voluntary division and settlement, and that this mutual voluntary division and settlement is made for the purpose of disposing of all nature and character of known property and known rights arising out of the marital status and domestic lifetime.

20. Husband and Wife further agree that the Court, having jurisdiction of the subject matter in and of the Marital Dissolution Agreement, shall continue to maintain jurisdiction over the parties and subject and the property settlement agreement for the enforcement of the provisions of the Final Decree, to the fullest extent as permitted by the laws of the United States and of the State of Tennessee.

21. Husband and Wife further agree to execute all instruments, documents, and titles necessary to transfer or otherwise carry out the provisions of this Agreement.

22. Husband and Wife submit this Marital Dissolution Agreement to the Court for approval of each and every term and provision of said Agreement, and Husband and Wife agree to be bound by each and every term and provision hereof from and after the date of execution and continuing through and beyond approval of the same by the Court notwithstanding same may be incorporated in a Full Decree of Divorce.

23. 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.

Paula K McDowell
PAULA KAY McDOWELL

Sworn and subscribed before me on this the 21 day of November, 1988.

NOTARY PUBLIC

My Commission Expires: 3-8-89

James E McDowell
JAMES EDWARD McDOWELL

Sworn and subscribed before me on this the 21 day of Nov, 1988.

NOTARY PUBLIC

My Commission Expires: 3-8-89

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Husband shall be divested of any title and interest in the real property located at 1426 Ardee Avenue, Nashville, Tennessee 37216, and the same shall be vested in fee simple in the Wife, Paul Kay McDowell and property being more accurately described as follows :

> LAND in Davidson County, Tennessee, being Lot No. 2 on the Map of a re-subdivision of Part of Country Club Estates, as of record in Book 1424, page 126, Register's Office for said County.
>
> Said Lot No. 2 fronts 70 feet on the west side of Ardee Avenue, and runs back between lines 221.44 feet on the north line and 210.38 feet on the south line to a dead line in the rear, measuring 70.87 feet.
>
> Being the same property conveyed to James E. McDowell and Paula McDowell by deed from James G. Grooms of record in Book 6853 Page 819, Register's Office, Davidson County, Tennessee.
>
> Subject to restrictions of record in Book 1166, page 288 and in Book 1198, page 274 said Register's Office.
>
> This conveyance is subject to any and all existing easements of record.

IT IS FURTHER ORDERED and DECREED that the Wife shall be responsible for all attorney's fees and all Court Costs assessed in this cause.

IT IS ORDERED, ADJUDGED and DECREED that the Marital Dissolutionment Agreement as incorporated herein is hereby approved by the Court in all respects and made the judgment hereof and each of the parties is specifically ordered to carry out the terms and conditions thereof.

IT IS FURTHER ORDERED and DECREED that the child support set out in this Order shall not be prorated upon the oldest child reaching 18 years of age. The last known address of the parties are as follows :

WIFE	HUSBAND
1426 Ardee Avenue, Nashville, TN	1426 Ardee Avenue, Nashville, TN

This the 2nd day of ~~April~~ May, 1989.

Muriel Robinson
MURIEL ROBINSON, JUDGE

Approved for Entry :

Casey Moreland by Diane Turner
BOPR# 13443

CASEY E. MORELAND
Attorney For Plaintiff
211 Printer's Alley Bldg.
Suite 500
Nashville, TN 37201
(615) 256-1267
BOPR # 11069

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* SECOND *day of* MAY, *19* 89, *in Case Number* 88D-4534 *between* PAULA KAY MCDOWELL *Plaintiff, and* JAMES EDWARD MCDOWELL *Defendant, as same remains of record in Book* 177C, *Page* 2202 *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* 9th *day of* NOVEMBER *in the year one thousand nine hundred and* NINETY *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter S. Adams *D.C.*

Form #GR-117

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed to James Edward McDowell, at 1426 Ardee Avenue, Nashville, Tennessee 37216, on this the 26 day April, 1989.

Casey Moreland by Diane Turner
CASEY E. MORELAND