BOOK 8257 PAGE 215 187B/1225

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA KAY BREW,	)	
	)	
Wife,	)	K Langford
	)	
vs.	)	No. 89D-364
	)	
JOHN PATRICK BREW,	)	
	)	
Husband.	)	

119-03-0
132.00

FINAL DECREE

This cause came on to be heard on the 18th day of June, 1990, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon Husband's Counter-Complaint for Absolute Divorce, the Wife's Complaint for Divorce, her Supplemental Complaint for Divorce and her Answer to the Husband's Counter-Complaint having been withdrawn; upon the Marital Dissolution Agreement, which provides for custody and support of the parties' minor children, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payments of the parties' joint and individual debts; upon all the pleadings and upon the testimony of Husband and statements of counsel, from all of which the Court affirmatively found that the allegations of Husband's Counter-Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Husband to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves that this Marital Dissolution Agreement should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Husband, John Patrick Brew, be, and is hereby, awarded an absolute divorce from the Wife, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

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LINDA KAY BREW,	)	
	)	
Wife,	)	
	)	
vs.	)	No. 89D-364
	)	
JOHN PATRICK BREW,	)	
	)	
Husband.	)	

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MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between LINDA KAY BREW (hereinafter referred to as "Wife") and JOHN PATRICK BREW (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

W I T N E S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

WHEREAS, there have been three children born of the marriage: Michelle Nicole, age 10, born 8/21/79; John Douglas, age 8, born 4/10/82; Joseph Patrick, age 5, born 11/17/84.

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The Wife agrees that she will withdraw her complaint for divorce, her supplemental complaint for divorce and her answer to the Husband's counter-complaint and allow the Husband to proceed on a non-contested basis. The docket number of the Husband's counter-complaint in the Fourth Circuit Court is 89D-364.

2. The Husband shall receive the exclusive care, custody and control of the parties' three minor children, Michelle Nicole, age 10, born 8/21/79; John Douglas, age 8, born 4/10/82; and Joseph Patrick, age 5, born 11/17/84.

3. The Wife shall receive reasonable visitation privileges with her three minor children every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday. The Wife shall also have reasonable visitation privileges with her three minor children for two weeks at the end of June and for two weeks at the end of July of each year. The parties shall alternate the major holidays. The Wife shall always have the children on Mother's Day and the Husband shall always have the children on Father's Day. The Husband shall have the children the first week of the two week Christmas vacation season each year until 6:00 p.m. on Christmas Day. The Wife shall have visitation privileges with the three minor children at 6:00 p.m. on Christmas Day until 6:00 p.m. on New Years Day each year. The Wife is prohibited from having the parties' children in the presence of or in the same premises with Don Parrish as long as she is unmarried to him.

4. The Wife shall pay to the Husband the sum of $75.00 per week in child support for the support and maintenance of the parties' three minor children. The Husband will forego child support payments until April 1, 1991 in consideration for the Wife's equity in the parties' marital residence at 405 Barrett Drive in Nashville, Tennessee, the current child support arrearage that the Wife owes and the Wife's obligations that the Husband has heretofore paid. The Wife shall execute a Quitclaim Deed conveying her interest in the parties' marital residence to the Husband.

5. All right, title, equity and interest in the parties' marital residence at 405 Barrett Road in Nashville, Tennessee shall be divested out of the Wife and vested solely in the Husband. The Husband shall be solely responsible for paying the balance of the mortgage that is owed for the purchase of the property and he shall hold the Wife harmless therefrom. The

property is more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 131 on the Plan of Glencliff Estates, Section 6, as of record in Book 2133, page 73, said Register's Office, to which plan reference is hereby made for a more complete and accurate legal description.
>
> BEING the same property conveyed to Betty L. Carter by deed from Thomas J. Moore and wife, Mary Pearl Moore, or record in Book 4273, page 320, said Register's Office.
>
> THIS conveyance is subject to any and all existing restrictions and easements of record.

6. The parties agree that they already divided their joint personal property including the automobile. The Wife will be allowed to obtain her personal property that is still remaining in the parties' residence at 405 Barrett Road.

7. The Husband agrees to maintain medical insurance on the parties' three minor children through his place of employment. The parties agree that they will split equally any medical bills that are not covered by the insurance.

8. The parties will split the Court costs equally.

9. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

10. In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

11. The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter

acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purpose of this Agreement.

12. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail or decline to incorporate this Agreement or any provisions thereof in said decree then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

13. This Agreement contains the entire understanding of the parties. There are no representatives, warranties, promises, covenants or understandings other than those expressly set forth therein.

14. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

15. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party; and both Husband and Wife further do hereby forever release to the other all claims and rights to dower, homestead, alimony, inheritance, year support and all other property rights,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named John Patrick Brew, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 25th day of May, 1990.

William P Brew
NOTARY PUBLIC

My Commission Expires: 3-11-91

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named Linda Kay Brew, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville Tn
this 24th day of May, 1990.

Clarean M Brew
NOTARY PUBLIC

My Commission Expires: 10/9/91

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any provisions of this Decree.

ENTER this 14th day of June, 1990.

JUDGE

APPROVED FOR ENTRY:

WILLIAM B. BRUCE
Attorney for Husband
Supreme Court No. 2913
1610 Parkway Towers
Nashville, TN 37219
Telephone: 615-244-5432

IDENTIF. REFERENCE 79480

DEC 14 9 51 AM '90
DAVIDSON COUNTY TN.

9220 12/14 0101 01CASH 24.00

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed, postage prepaid, to Ramon E. Womack, Attorney for Wife, 3720 North Natchez Court, Nashville, Tennessee 37211 on this the 18th day of June, 1990.

WILLIAM B. BRUCE

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* 18th *day of* June, *19* 90, *in Case Number* 89D-364 *between* Linda Kay Brew *Plaintiff, and* John Patrick Brew *Defendant, as same remains of record in Book* 187B, *Page* 1225 *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* 14th *day of* December *in the year one thousand nine hundred and* ninety *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Langford *D.C.*

Form #GR-117