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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BERRY JUNE MOORE SMOTHERMAN RUSSELL SINOR,	]	
Plaintiff/Wife,	]	
VS.	]	No.: 89D-4963
DELBERT THEODORE SINOR, JR.,	]	
Defendant/Husband.	]	

FINAL DECREE

This cause came to be heard on the 10th day of December, 1990, before the HONORABLE MURIEL ROBINSON RICE, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon a Complaint for Absolute Divorce filed by the Plaintiff against the Defendant; and it appearing to the Court from the testimony of Plaintiff, statements of Plaintiff's counsel, and the entire record herein that irreconcilable differences exist between the Plaintiff and the Defendant and that the Plaintiff is entitled to an Absolute Divorce from the Defendant; wherefore, her Complaint is accordingly sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, BERRY JUNE MOORE SMOTHERMAN RUSSELL SINOR be and hereby is awarded an Absolute Divorce from the Defendant, DELBERT THEODORE SINOR, JR., that the bonds of matrimony heretofore existing between them be, and the same hereby are, absolutely and forever dissolved, and that the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that it is affirmatively found by the Court that the parties have made, by written agreement, adequate and sufficient provisions for the care, custody and support of the parties' minor child, DELBERT THEODORE SINOR, III, date of birth 12/18/75. Said written agreement further provides for the equitable settlement of any property rights between the parties and that the said Marital Dissolution Agreement, as agreed by and between the parties, is hereby approved and made a part of this judgment as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BERRY JUNE MOORE SMOTHERMAN RUSSELL SINOR,

Plaintiff/Wife,

VS.

DELBERT THEODORE SINOR, JR.,

Defendant/Husband.

NO.: 89D-4963

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between BERRY JUNE MOORE SMOTHERMAN RUSSELL SINOR, hereinafter referred to as "Wife", and DELBERT THEODORE SINOR, JR., hereinafter referred to as "Husband".

WHEREAS, these parties have been married since May 1975, and there has been one child born of this union, namely DELBERT THEODORE SINOR, III, date of birth 12-18-75.

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which Irreconcilable Differences is alleged as a ground, was filed on the 2nd day of February, 1990, in the Fourth Circuit Court for Davidson County, Tennessee, styled BERRY JUNE MOORE SMOTHERMAN RUSSELL SINOR VS. DELBERT THEODORE SINOR, JR., Docket No.: 89D-4963, and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an Agreement with regard to the respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY AND VISITATION: The parties agree that there is one minor child born of this marriage, namely DELBERT THEODORE SINOR, III, date of birth 12-18-75. The parties agree that it is in the best interest of the minor child that the sole care, custody and control be awarded to Wife, subject to reasonable and liberal visitation privileges to Husband. The parties agree that

the Husband shall give to Wife one week's notice prior to his visitation with the minor child.

2. CHILD SUPPORT: Husband agrees to provide for the care and support of his minor child as follows:

(a) Monthly support: (i) Husband shall pay, directly to Wife, the amount of $420.00 (Four Hundred Twenty Dollars) per month child support pending furthers orders of the Court.

(ii) Said child support shall not be reduced or prorated without order of the Court.

(ii) The parties acknowledge that the weekly child support agreed to herein is based on a full disclosure of the respective financial resources of the parties, and the needs of their minor child, and that the agreed sum, together with additional payments to be made by husband hereafter, make adequate and sufficient provision for the care and support of the parties' minor child.

(b) Health insurance: The Husband shall maintain health insurance for the benefit of the parties' minor child, the Wife currently having no health insurance in effect.

(c) Uncovered medical expenses: Any and all deductibles, dental, orthodontic, optometric, psychiatric or other uncovered medical expenses shall be divided equally between the parties.

3. ALIMONY: Husband agrees to provide, for the care and support of Wife, periodic alimony in the amount of Two Hundred Dollars ($200.00) per month, for a period of Sixty (60) months. Said sum shall be due and payable directly to Wife on the first day of the first month following the execution of this Agreement, with all subsequent payments being payable on the first day of each month thereafter.

Husband further agrees to pay as alimony in solido the following joint debts:

> Citibank Visa in the approximate amount of $1,200.00, Dominion Bank in the approximate amount of $225.00, Pediatric Surgical Associates in the approximate amount of $372.00, to Mastercard in the approximate amount of $1,000.00, to Baptist Hospital c/o Frost-Arnette in the approximate amount of $1,300.00, and to UAC in the approximate amount of $900.00.

At the time of the assumption of these joint debts, the parties agree that such assumption 1) is in the nature of alimony, maintenance and support for the benefit of Wife, 2) is necessary to provide the support necessary to satisfy the daily economic needs of Wife and the parties' minor child, and 3) does not constitute an unreasonable or excessive financial obligation to Husband, in light of Husband's present and future earning capacity.

4. REAL PROPERTY: The parties own, as tenants by the entireties, improved real property located at 3700 Old Hydes Ferry Road, Nashville, Davidson County, Tennessee 37218, more particularly described as follows:

> Being a lot and all improvements located in the 13th Civil District of Davidson County, Tennessee, more described, to wit:
>
> Beginning at a point in the center of Old Hydes Ferry Road, at a corner of Kennedy Tract; thence with the center of said Road, S 37 degrees E 281.2 feet, more or less, to a point; said point being the corner of Lewis Tract; thence N 29 degrees E 215.2 feet, more or less, to a point; thence N 57 degrees W 55.4 feet, more or less, to a point; thence N 87 degrees W 231 feet, more or less to the point of beginning.
>
> Being the same property conveyed to Delbert T. Sinor, Jr., and wife, Berry June Sinor, by deed from Kenneth R. Felts and wife, Billie J. Felts, of record in Book 4854, page 382, Register's Office for Davidson County, Tennessee.

The parties agree that upon the entry of a Final Decree of Divorce by a Court of competent jurisdiction incorporating the terms and provisions of this Marital Dissolution Agreement, and the registration of same in the Register's Office for Davidson County, Tennessee, all right , title and interest in and to said real property shall be divested out of Husband and vested in Wife.

This transfer shall be subject to the following terms and conditions:

(a) Wife shall pay to Husband the sum of Ten Thousand Dollars ($10,000.00) representing Husband's equity interest in said property, payable in the following manner:

(i) Commencing the first day of the first month following the execution of this agreement, Husband shall be entitled to forego making the periodic child support payments provided in Paragraph 2(a) above, and the periodic alimony payments provided in Paragraph 3, above, until such time as the aggregate sum of payments so foregone reaches the sum of Ten Thousand Dollars ($10,000.00).

(ii) Notwithstanding the Paragraph 4(a)(i) above, payment required to be made by Husband to Wife pursuant to Paragraphs 2(a) and 3 above shall not be foregone for a period exceeding sixteen (16) months from the first day of the first month following the execution of this agreement.

(iii) In consideration of Wife allowing Husband this period of time in which periodic payments shall be foregone, and in further compromise and settlement of the pending litigation between the parties, Husband agrees to allow the property to be divested from him as provided in this Paragraph above, without the retention of a lien in the favor of Husband to secure the repayment of the sums to which he is entitled.

(iv) In consideration of Husband allowing Wife to discharge her obligations to Husband in the manner provided herein, and in further compromise and settlement of the pending litigation between the parties, Wife agrees to waive and relinquish her right to enforce the provisions of Paragraphs 2(a) and 3 above for a period not to exceed sixteen (16) months from the first day of the first month following the execution of this agreement, nor to thereafter assert Husband's failure to pay during such period of time as the basis of a charge of contempt of Court.

(b) Wife shall be solely responsible for, and hold Husband harmless on the mortgage secured by said real property in the approximate amount of Five Thousand Dollars ($5,000.00) and owed to Sears Mortgage Company.

(c) In the event Husband shall be compelled to make payment on said indebtedness, he shall be entitled to judgment against

Wife in such amount, including attorney's fees and Court costs.

5. TITLED PERSONAL PROPERTY: (a) The parties have acquired during the course of the marriage a 1975 Chevy Van which is titled in the name of Wife and is unencumbered. The parties agree that all of Husband's right, title and interest in and to said automobile shall be divested out of him and vested solely in Wife. Husband agrees to execute any and all documents and/or certificates of title necessary to effectuate this transfer.

6. UNTITLED PERSONAL PROPERTY: The parties have heretofore divided all of their untitled personal property between themselves. Any and all furniture, furnishings and personal possessions in the possession of Husband at the time of the execution of this Agreement shall be his sole and separate property, free and clear of all claims of Wife. Any and all furniture, furnishings and personal possessions in the possession of Wife at the time of the execution of this Agreement shall be her sole and separate property, free and clear of all claims of Husband.

7. BANK ACCOUNTS: The parties agree that upon the execution of this Agreement, all joint accounts remaining shall be closed and the proceeds divided equally between the parties. All funds on deposit on the date of execution of this Agreement in the name of the Husband shall be the sole and separate property of Husband, free and clear of all claims of Wife. All funds on deposit on the date of execution of this Agreement in the name of Wife shall be the sole and separate property of Wife, free and clear of all claims of Husband.

8. MARITAL DEBTS: With the exception of debt disposed of in Paragraphs 3, 4 and 5 above, all other marital debts of the parties are in the name of either Husband or Wife. Each shall be responsible for those debts in their respective name and hold the other harmless thereon. If either of the parties shall, in the future, be compelled to pay any debt of the other, then the party

for whose benefit such payment shall have been made indemnify the other to the full extent of the amount paid, inclusive of interest, attorneys fees and Court costs.

The parties further agree that neither will contract any indebtedness upon the credit of the other subsequent to the execution of this Agreement. If either party shall be compelled to pay any future debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest, attorneys fees and Court costs.

9. It is further agreed that the Wife's legal name shall be BERRY JUNE SINOR.

10. ATTORNEYS FEES: Each party shall pay their own attorneys fees.

11. COURT COSTS: Any Court costs incurred as a result of the pending action for absolute divorce shall be paid by Husband.

12. GENERAL PROVISIONS: In the event it comes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney fees incurred in the prosecution of this action.

It is agreed by the parties that this instrument shall be a final settlement of the property rights of the respective parties and is a full discharge of Husband and Wife from any and all claims arising our of the marital relationship. Each party hereby waives and relinquishes to the other party all rights to claims which he or she may have, or hereafter acquire by the law in any jurisdiction to the parties property, including without limitation, alimony, statutory allowance, pension benefits, homestead rights, rights to take against the will of the other, inheritance, dissent or distribution, and the right to act as Executor or Administrator of the other's estate. This instrument applies to all the property now owned by the parties, either

jointly or individually, or any property which either of them may acquire in the future.

This agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or any other reason not herein stated. Both parties herein acknowledge that they have read this Agreement, that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

Witness my hand this 5th day of November, 1990.

Berry June Moore Smotherman Russell Sinor

BERRY JUNE MOORE SMOTHERMAN RUSSELL SINOR

Witness my hand this 12Th day of OCTOBER, 1990.

Delbert Theodore Sinor Jr.

DELBERT THEODORE SINOR, JR.

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the above signed BERRY JUNE MOORE SMOTHERMAN RUSSELL SINOR, with whom I am personally acquainted, or who has proven to me on the basis of satisfactory evidence and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 5th day of November, 1990.

NOTARY PUBLIC

My commission expires: 3/11/91

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the above signed DELBERT

THEODORE SINOR, JR. with whom I am personally acquainted, or who has proven to me on the basis of satisfactory evidence and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 12th day of October, 1990.

Beverly J. Perkinson
NOTARY PUBLIC

My commission expires: 9-26-92

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court finds that the amount of child support agreed to by the parties is equitable, and is consistent with the child support guidelines table.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that costs of this cause are taxed to the Plaintiff for which let execution issue if necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the full names and addresses of the parties are as follows:

Mail Berry June Sinor
3700 Old Hydes Ferry
Nashville, Tennessee 37218

Delbert Theodore Sinor, Jr.
Address Unknown

ENTER this 14th day of Dec., 1990.

HONORABLE MURIEL ROBINSON RICE
Judge of the Fourth Circuit Court

Approved for Entry:

JACOBS, HOLT & MASTEN

DANIEL C. MASTEN, #9815
Counsel for Plaintiff/Wife
311 White Bridge Road
Nashville, Tennessee 37209
(615) 353-0930

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been forwarded, via United States Mail, postage prepaid, on this 14 day of December, 1990 to the following:

Ed Hiland, Esq.
Counsel for Defendant/Husband
214 Second Avenue North
Nashville, Tennessee 37201

Yone Sinor
3700 Old Hydes Ferry
Nashville, Tennessee 37218

DANIEL C. MASTEN

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IDENTIF. REFERENCE

DEC 21 9 19 AM '90

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

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* 14th. *day of* December, *19* 90, *in Case Number* 89D-4963 *between* Berry June Moore Smother *Plaintiff, and* Delbert Theodore Sinor, Jr. Russell Sinor *Defendant, as same remains of record in Book* 192C, *Page* 1705 *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* 21st. *day of* December *in the year one thousand nine hundred and* Eighty *and in the* 215th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117