52P 1079

BOOK 8269 PAGE 555

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

Patricia Ann Ligon)
)
Plaintiff)
)
v.) DOCKET NO. 90D-3408
)
James David Ligon)
)
Defendant)

097-05-0
021.00

FINAL DECREE

This cause came to be heard on the 7th day of December, 1990, before the Judge of the Probate Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of Counsel for the Plaintiff, and upon the record as a whole, the Court finds that the wife is entitled to a default judgment and to be granted a divorce based upon husband's stipulation of fault (cruel and inhuman treatment) pursuant to Tennessee Code Section 36-4-129.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Patricia Ann Ligon, is hereby awarded an absolute divorce from the Defendant, James David Ligon, on stipulated grounds of cruel and inhuman treatment, pursuant to Tennessee Code Section 36-4-129, and she is hereby restored to all of the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-129, the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreements for the equitable settlement of any property rights between the parties; and further, they have adequate and sufficient provision for the custody and support of the minor child at this time. The Court hereby approves the Martial Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

This agreement entered into the 19 day of Oct, 1990, by and between Patricia Ann Ligon, the Plaintiff, hereinafter referred to as Wife, and James David Ligon, the Defendant, hereinafter referred to as Husband.

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable, the Husband stipulates that he is at fault and pursuant to Tennessee Code Section 36-4-129, these parties may obtain a divorce based on the Husband's stipulation that fault grounds against him entitle the wife to obtain a divorce on such grounds; and and there is now pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being Patricia Ann Ligon vs. James David Ligon bearing docket number 90D-3408 ;

WHEREAS, the parties desire to agree upon and affix their rights and duties, respecting the respective estates, child custody and support, and any and all matters concerning their respective rights and duties by reason of their marital relationship.

NOW THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promise and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

I. CUSTODY

The Wife shall have full custody of the minor child, Angela LaDawn Ligon. Said minor child shall live and reside with the Wife.

II. VISITATION

The Husband shall have reasonable visitation with the minor child as long as he gives 48-hours notice to the wife of his intent to exercise such visitation.

III. CHILD SUPPORT

A. Beginning on November 2, 1990, and every Friday thereafter, the Husband shall pay to the Wife at the Wife's residential address, the amount of Ninety-Four Dollars ($94.00) per week, as child support. Attached is an affidavit of income, which verifies that this agreement is in compliance with child support guidelines, and said Affidavit is incorporated by reference within this Marital Dissolution Agreement.

B. As further child support, the Husband shall maintain medical insurance coverage on the minor child and the Husband and Wife shall equally divide any medical expenses uncovered by insurance. If the Husband allows the medical or dental insurance to lapse, whether intentionally or unintentionally, the Husband shall reimburse the wife for all uncovered medical and dental expenses. "Medical expenses" shall include, but are not limited to, doctor bills, hospital bills, prescription bills, therapy bills, counseling bills, eye-care costs, dental bills and orthodontal bills.

C. As further child support, the Husband shall maintain a life insurance policy on his life which names the minor child as beneficiary, in the amount of Twenty-Five Thousand Dollars ($25,000.00).

D. As further child support, the Husband shall reimburse the Wife for one half of all costs of private school for the minor child, including, but not limited to tuition, books, uniforms, and all other school expenses.

E. If the Husband is in arrears in child support by thirty (30) days, a wage assignment shall issue.

IV. MOTOR VEHICLES

A. All right, title, and interest of the Wife to a 1979 Ford Truck and the 1984 Chrysler New Yorker shall be

divested from the Wife and fully vested in the Husband and the Husband shall hold the Wife harmless for any liabilities thereupon.

B. All right, title, and interest of the Husband to a 1981 Ford Mustang shall be divested from the Husband and fully vested in the Wife and the Wife shall hold the Husband harmless for any liabilities thereupon.

V. HOUSEHOLD FURNITURE, APPLIANCES AND PERSONAL PROPERTY

By the date of the Final Decree of Divorce, the parties shall have equitably divided the household furniture, appliances and personal property and each party shall be in possession of the property that rightfully belongs to each.

VI. REAL PROPERTY

All right, title and interset of James David Ligon in the house located at 3402 Oldfield Drive, Nashville, Tennessee 37214 is divested from James David Ligon and fully vested in Patricia Ann Ligon, described as follows : TO-WIT:

LAND in Davidson County, Tennessee, being Lot No. 49 of Hickory Bend, Section 7, as of record in Book 3600, page 29, Register's Office for said County.

Said Lot No. 49 fronts 65 feet along the northerly margin of Oldfield Drive and runs back between parallel lines measuring 150 feet to a line at the rear measuring 65 feet thereon.

BEING the same property conveyed to Mrs. Patricia A. Brown by deed from James B. Baugh, Helen P. Baugh, and Mrs. Patricia A. Brown of record in Book 5497, page 578, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to James David Ligon, and wife, Patricia A. Ligon by deed from Mrs. Patricia A. Brown now Patricia A. Ligon, of record in Book 6675, page 625, Register's Office for Davidson County, Tennessee.

VII. ASSETS AND DEBTS

A. Each party shall assume full and exclusive responsibility for all debts incurred individually, each shall hold the other harmless for any liability thereupon.

B. Neither party shall contract any further joint debts from the date this agreement is signed.

C. No joint debts or joint assets exist to be divided at

party to institute legal proceedings to procure the enforcement of any provisions of this agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

6. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

7. In the event that any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such individual provisions shall not affect the other provisions of this agreement, said provisions being severable.

8. It is understood and agreed between the parties that, as part of the consideration for the execution of this agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

9. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, or by Court Order, this requirement can not be waived by oral agreement.

10. The parties acknowledge that this document is signed without duress and after being advised that an attorney's advice should be sought prior to the signing of this document.

11. Signatures of parties indicate that the parties have received copies of the complaint and waive any objections to service of process in this pending divorce action.

12. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

this time and all assets in individual names shall remain in possession of that individual.

VIII. ATTORNEY'S FEES AND COURT COSTS

The Husband shall reimburse the Wife for her attorney's fees and court costs, for which execution may issue, if necessary.

IX. GENERAL PROVISIONS

Both parties agree to comply with the following general provisions:

1. The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property in the estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her rights, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed now owned or herein after acquired of or by the other party, except as he or she may be bound by the promises covenants contained in this agreement.

2. The parties agree that this agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

3. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for the paying of all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this agreement.

4. In the event a creditor of either party seeks to compel the other party to pay any debts for which that party is not responsible either by contract or pursuant to the terms of this agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor claim.

5. In the event it becomes reasonably necessary for either

IN WITNESS WHEREOF, the parties hereto set their signatures:

James David Ligon 10/19/90
JAMES DAVID LIGON DATE
HUSBAND

Patricia Ann Ligon 10/19/90
PATRICIA ANN LIGON DATE
WIFE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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

WITNESS my hand and official seal this 19 day of Oct, 1990.

Ellen Furley
NOTARY PUBLIC

My Commission Expires: 3/26/90

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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

WITNESS my hand and official seal this 19 day of Oct., 1990.

Ellen Furley
NOTARY PUBLIC

My Commission Expires: 3/26/90

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

Patricia Ann Ligon, Plaintiff

vs.

James David Ligon, Defendant

DOCKET NO. 90D-3408

AFFIDAVIT

I, James David Ligon, after having duly sworn, herewith state and show unto this Court that I have a present gross ~~monthly~~ bi-weekly income of $631.20 (78.75 ½ C.S. per child Spot order) &

WHEREFORE, under the minimum standards required by the Child Support Guidelines, I am paying child support above said minimum standards in effect at this time.

James David Ligon
James David Ligon
78.75 Ch. ea Spot

Sworn to and Subscribed before me,
this the 19 day of Oct, 1990.

Ellen Turley
NOTARY PUBLIC

My Commission Expires: 3/26/92

It is ORDERED, ADJUDGED AND DECREED that all provisions of said Marital Dissolution are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the Defendant, for which execution may issue if necessary.

This the 27 day of Dec, 1990.

2702 01/04 0101 01CASH 27.00

JUDGE

Approved for Entry:

Ellen Turley

Ellen Taylor Turley, #11715
Attorney for Plaintiff
2623 Lebanon Pike
Nashville, TN 37214
(615) 889-5350

FELIX Z. [illegible]
DAVIDSON COUNTY TN.
JAN 4 12 23 PM '91

IDENTIF. TREFERENCE

83635

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been hand-delivered to Patricia Ann Ligon, Plaintiff, 3402 Oldfield Drive, Nashville, TN 37214,and to James David Ligon, Defendant, 3402 Oldfield Drive, Nashville, TN 37214, on this 7th day of December, 1990.

Ellen Turley
Ellen Taylor Turley

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* 10th. *day of* December, *19* 90, *in Case Number* 90D-3408 *between* Patricia Ann Ligon *Plaintiff, and* James David Ligon *Defendant, as same remains of record in Book* 58B, *Page* 1079 *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* 4th. *day of* January *in the year one thousand nine hundred and* Ninety-One *and in the* 215th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*