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GEORGE L. ROGERS, CLERK

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCY LYNN STANLEY,)

Plaintiff, K Langford D.C.)

vs.) No. 89D-1787

BOBBY LEE STANLEY,)

Defendant.)

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061-11-0

147.00

FINAL DECREE

This cause came on to be heard on the 15th day of December, 1989, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the Plaintiff's Petition for absolute divorce, the Marital Dissolution Agreement signed by both parties, the Order withdrawing the Defendant's Answer, the testimony of Plaintiff in open court, statements of counsel for Plaintiff, and upon the entire record herein, from all of which, the Court finds that the allegations of the Petition have been fully sustained and that the parties have suffered such irreconcilable differences in their marriage as entitles them to an absolute divorce. It is, therefore,

ORDERED, ADJUDGED and DECREED that the Plaintiff, Nancy Lynn Stanley, be and she hereby is, awarded an absolute divorce from the defendant, Bobby Lee Stanley, on the grounds of irreconcilable differences, T.C.A. Section 36-4-103, and she is hereby restored to all the rights and privileges of an unmarried person. It is, further,

ORDERED, ADJUDGED and DECREED by the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

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DAVID D. ROBINSON, CLERK
K Langford D.C.

NANCY LYNN STANLEY,

Plaintiff,

vs.

No. 89D-1787

BOBBY LEE STANLEY,

Defendant.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Probate Court for Davidson County, Tennessee, a Complaint for Absolute Divorce, Docket Number 89D-1787, wherein Nancy Lynn Stanley, hereinafter referred to as "Wife," is the Plaintiff, and Bobby Lee Stanley, hereinafter referred to as "Husband," is the Defendant; and,

WHEREAS, the parties have suffered irreconcilable differences in their marriage and are not living as man and wife and desire to enter into a marital dissolution agreement and tender same to the Court for approval in the event a Decree of Divorce is granted in this cause; and,

WHEREAS, both parties are aware of their possessions and obligations one to the other and their legal rights;

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

1. CONSIDERATION: The consideration for this Agreement are the mutual promises, covenants, and undertakings contained herein.

2. TRIAL: The Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences, and both parties shall be restored to all the rights and privileges of unmarried persons.

3. CUSTODY OF MINOR CHILDREN: The Wife shall have the absolute care, custody and control of the parties' minor children, Jennifer Leanne Parker (d/o/b: December 9, 1985), and Jonathan Trey Stanley (d/o/b: October 1, 1988).

4. VISITATION: The Husband shall have reasonable visitation privileges with the minor children, Jennifer Leanne Parker and Jonathan Trey Stanley, as the parties' respective schedules permit.

5. CHILD SUPPORT: To aid in the support and maintenance of the minor children, the Husband shall pay the sum of One Hundred and 00/100ths Dollars ($100.00) per week, as ordinary child support until said minors attain the age of eighteen (18) years. The parties acknowledge the amount of child support herein agreed upon is in compliance with federally mandated guidelines and represents not less than thirty-two percent (32%) of the Husband's net pay per week. Said child support shall not be prorated or reduced except by Orders of this Court. The Husband shall pay said child support by weekly wage assignment. Beginning not later fifteen (15) days after service of this Order by certified mail from the Clerk of the Davidson County Circuit Court, the Husband's employer,

Super Graphics
Attn: Payroll Office
310 Harding Place
Nashville, TN 37211

shall deduct One Hundred and 00/100ths Dollars ($100.00), plus the five percent (5%) Clerk's fee of $5.00, per week as child support; for a total weekly deduction of $105.00, from the Husband's pay check and shall forward said sum on a weekly basis to the

Clerk of the Circuit Court
506 Metropolitan Courthouse
Nashville, TN 37201

Upon receipt of said payments, the Clerk shall deduct the lawful commission and send One Hundred and 00/100ths Dollars ($100.00) per week to the Wife at the following address:

Nancy Lynn Stanley
1006 Virginia Avenue
Nashville, TN 37216

This wage assignment shall be binding on any and all successive employers of the Husband fifteen (15) days after service by certified mail from the Clerk of the Court. The Husband shall

inform the Clerk's office of any change in his employment immediately upon such occurrence. Said wage assignment shall remain in full force and effect until further Orders of this Court.

The Husband shall pay directly to the Clerk of the Court the child support as herein set forth until such time as the wage assignment becomes effective.

6. PAST-DUE CHILD SUPPORT: The parties acknowledge that in consideration of the terms of this Agreement, there is no accumulated arrearage of child support as of the date of this Agreement.

7. MEDICAL INSURANCE AND MEDICAL EXPENSES: The Husband agrees to provide medical and hospitalization insurance coverage for the minor children until they attain the age of 18 years. Husband and Wife agree to each pay one-half (1/2) of any medical or dental expenses not covered by insurance.

8. REAL PROPERTY: The parties own certain real property located in Davidson County, Tennessee, commonly known as 1006 Virginia Avenue, Nashville, Tennessee, the same being more particularly described as follows:

> Land in Davidson County, Tennessee, being the easterly 40.5 feet front and 43 feet rear of Lot No. 30 on the Plan of George Burrus' Subdivision of Lot No. 81 of the Maplewood Home Tract as of record in Book 421, page 178, Register's Office for Davidson County, Tennessee to which plan reference is here made for a complete description thereof.
>
> Being the same property conveyed to Bob Stanley and wife, Lynn Stanley, by deed from James Franklin Hunt and wife, Patsy Ann Hunt, of record in Book 7654, page 817, Register's Office for Davidson County, Tennessee.

The parties agree that the Wife shall retain said real property as her sole and separate property free and clear of any claim of the Husband, and any right, title, or interest in and to said real property shall be divested from him and vested in Wife so that she owns same in fee simple absolute. The parties further agree that the Wife shall pay the outstanding indebtedness on said real property indemnifying and holding Husband harmless thereon. The Wife agrees to pay any outstanding taxes due on said real property and acknowledges that she is retaining

exclusive ownership of said real property subject to the existing indebtedness thereon.

9. 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 of property but is an equal division of property by co-owners. For the tax year of 1989, and each year thereafter, the parties will file individual income tax returns.

10. TAX EXEMPTIONS: The parties agree the Wife shall be entitled to claim the parties' two (2) minor children as dependents/exemptions on her income tax returns.

11. PERSONAL PROPERTY: The parties agree that they have heretofore divided their personal property between themselves. Each party shall retain those items of personal property presently in their possession free and clear of any claim of the other party.

12. CHILD CARE: The Husband agrees to provide child care for the parties' minor children from 3:00 p.m. to 11:00 p.m. on three (3) week nights each week, or in the alternative to pay the Wife the costs of said child care in the sum of $20.00 per night. Said child care shall be in connection with the mother's work and school schedule.

13. DEBTS: Except as otherwise stated in this Agreement, the Husband agrees to assume full responsibility for payment of the parties' outstanding debts and agrees to hold the Wife harmless for payments thereon.

14. INDEBTEDNESS: The parties agree that each shall be responsible for any indebtedness incurred in his or her own name, subsequent to the date of this Agreement, indemnifying and holding the other harmless thereon.

15. NAME CHANGE: The parties agree the Wife, Nancy Lynn Stanley, shall have her maiden name changed and she shall hereinafter have the legal name of Lynn Parker Stanley.

The parties agree and hereby acknowledge that the minor child, Jennifer Leanne Parker, is a child of this marriage and

that the child's name shall be changed and she shall hereinafter have the legal name of Jennifer Leanne Stanley.

16. ATTORNEY FEES: The parties agree to each be responsible for his or her own attorney fees incurred in this cause, for which execution may issue if necessary.

17. COURT COSTS: Husband agrees to be responsible for all court costs incurred in connection with this divorce action, for which execution may issue if necessary.

18. CHANGED CIRCUMSTANCES: Husband and Wife understand and realize that the provisions of this Agreement pertaining to custody, child support, and visitation remain under the jurisdiction of the Court and can be reviewed and modified upon a change of circumstances.

19. ACCEPTANCE BY THE PARTIES: With respect to each parties' responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligations are non-dischargeable debts under Section 523(a)(5) of the Bankruptcy Reform Act of 1978 (or any corresponding provision in any other bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations on the part of both parties are not a part of the property settlement. The division of the property is set forth elsewhere in the marital dissolution agreement.

20. FINAL SETTLEMENT: This Agreement is intended to be a final settlement of the property rights of the respective parties hereto, and is a full discharge of the Husband from all other obligations to support the Wife and a discharge from all other claims arising out of their marital relationship and that each party waives and relinquishes to the other party all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this

Agreement applies to all property now owned by the Husband and the Wife, or any property that either of them may acquire in the future.

21. ADDITIONAL INSTRUMENTS: Both parties agree to execute in a timely fashion all documents or instruments necessary to carry out the full purpose and intent of this Agreement.

22. VOLUNTARY ACCEPTANCE: The parties agree that this Marital Dissolution Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties declare and acknowledge that they have read this instrument in its entirety and familiarized themselves with its content, and signed and executed this instrument on the 15 day of December, 1989, as to the Wife, and the 13 day of December, 1989, as to the Husband.

Nancy Lynn Stanley
NANCY LYNN STANLEY

Bobby Lee Stanley
BOBBY LEE STANLEY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named NANCY LYNN STANLEY, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand and official seal this 13th day of December, 1989.

Kim Eldridge
NOTARY PUBLIC

My Commission Expires: 1-9-91

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named BOBBY LEE STANLEY, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand and official seal this 13 day of December, 1989.

Trina R. Scarpetti
NOTARY PUBLIC

My Commission Expires: 9-25-93

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

The Court finds that the current addresses of the parties are as follows:

Nancy Lynn Stanley
1006 Virginia Avenue
Nashville, TN 37216

Bobby Lee Stanley
2823 Live Oak Drive
Nashville, TN 37210

The final costs of this cause shall be taxed against the Defendant, for which execution may issue if necessary.

ENTER this 15 day of Dec, 1989.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

Thomas F. Hollingsworth
Attorney for Plaintiff
1601 Parkway Towers
Nashville, TN 37219
Phone: (615) 259-9725
Supreme Court No. 7178

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. Morris Levine, Attorney for Defendant, 1119 Stahlman Building, 211 Union Street, Nashville, TN 37201, on this the 15th day of December, 1989.

Thomas F. Hollingsworth

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IDENTIF. REFERENCE

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DAVIDSON COUNTY TN.

PLEDGED

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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* 15TH *day of* DECEMBER, *19* 89, *in Case Number* 89D-1787 *between* NANCY LYNN STANLEY *Plaintiff, and* BOBBY LEE STANLY *Defendant, as same remains of record in Book* 52A, *Page* 219 *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* 11th *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 _____, *D.C.*

Form #GR-117