IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CONNIE ANN HINSLEY HARTMAN)
VS.) NO. 89D-4992
MARTIN JACK HARTMAN

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FINAL DECREE

This cause came on to be heard this 22ND day of FEBRUARY of 1991, before the Honorable MURIEL ROBINSON RICE, Judge, on complaint for divorce filed by the plaintiff. Upon hearing the testimony of the plaintiff, statement of counsel for the parties, and upon the entire record in this cause, the court finds that the parties have suffered irreconcilable differences in their marriage; and, further, that the ground of cruel and inhuman treatment shall be set aside.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, CONNIE ANN HINSLEY HARTMAN, is hereby awarded an absolute divorce from the defendant, MARTIN JACK HARTMAN, on the grounds of irreconcilable differences, T.C.A. 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 that the grounds of cruel and inhuman treatment shall be set aside.

Pursuant to T.C.A. 36-4-103(b), the court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and, further, they have made adequate and sufficient provision for the custody and support of the minor at this time, and unless specifically ordered by the court, such support shall not be reduced or prorated.

The address of the wife is 905 Oneida Avenue, Nashville, Tennessee, and the address of the husband is 1501 Lebanon Road, Nashville, Tennessee.

The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CONNIE ANN HINSLEY HARTMAN, Wife,	)	
vs.	)	No. 89D-4992
MARTIN JACK HARTMAN, Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Connie Ann Hinsley Hartman (hereinafter referred to as "Wife") and Martin Jack Hartman (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

W I T N E S 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 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;

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. Pending Action. The parties acknowledge that Wife has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, Docket Number 89D-4992, which action is pending.

2. Child Custody. The parties agree that the Wife shall have sole custody of the parties' minor child, Christopher Jack Hartman, age 11, born on May 31, 1979.

3. Visitation. Husband shall have the right of visitation with the minor child as follows:

a. Every other weekend from 6:00 p.m. Friday to 6:00 p.m. Sunday;

b. Alternating holidays of Memorial Day, July 4th and Labor Day, with Wife to have Memorial Day, 1990, and alternating thereafter;

c. Alternating Thanksgiving Day with Wife to have Thanksgiving Day, 1990;

d. Visitation at Christmas, alternating between the day after school lets out to 9:00 p.m. Christmas Eve in 1990, and from 9:00 p.m. Christmas Eve through the day before school begins in 1991, with Husband's Christmas visitation in 1990 to begin at 9:00 p.m. Christmas Eve.

e. Each Father's Day and the father's birthday, with the mother to have each Mother's Day and the mother's birthday;

f. One-half the free-time on the child's birthday;

g. Two weeks each summer to be mutually agreed upon.

4. Child Support. Husband shall pay child support to Wife in the amount of Thirty-Five Dollars ($35.00) per week. The parties acknowledge that the amount of child support agreed to herein is in compliance with the Tennessee Child Support Guidelines and represents not less than 21% of the Husband's net weekly pay. This Agreement and the Final Decree supercedes prior orders and child support shall be payable from the date of this Agreement.

5. Health Insurance. It is agreed that the Wife shall obtain and maintain hospitalization and health insurance on the minor child of the parties for so long as she can obtain it without charge to her from her employer. In the event a premium is ever charged for the minor child's coverage, Husband shall pay one-half the cost of the child's coverage.

MJH
CAH

* Husband shall retain a lien against the said real property, ~~if~~ to secure payment, and said real property is of record at Book 7466, Page 183, in the Register's Office for Davidson County, Tennessee.

In addition, each party shall pay one-half the minor child's doctor, hospital and drug bills not covered by insurance. MJH CAH

6. Real Property. The parties own real property known as 303 Hitt Lane, Goodlettsville, Tennessee 37072. They agree that Wife shall purchase Husband's interest in the real property for the sum of ~~Fifteen~~ Ten Thousand Dollars (~~$15,000.00~~ $10,000.00) payable $5,000 within thirty (30) days of entry of any final decree of divorce in this cause, at which time Husband shall quitclaim his interest in the said real property to Wife, and $5,000 within two (2) years of entry of the Final Decree. * MJH CAH

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In the event Wife shall fail to pay the agreed sum to Husband within the said thirty (30) days, then the said ~~$15,000.00~~ $5,000.00 shall bear interest at 10% per annum from the period beginning thirty (30) days from entry of any final decree of divorce. MJH CAH

~~The parties agree that if the Wife should fail to pay Husband in full within ninety (90) days after entry of any final decree of divorce, then the Husband shall be permitted to select a realtor and to set the sales price and that the real property shall immediately be placed on the market for sale.~~ two (2) years after MJH CAH

~~Pending sale, Wife shall be entitled to reside in the property and to be responsible for paying the first mortgage on the property while Husband shall be liable for paying the second mortgage.~~ Any balance owing to Husband shall bear interest at 11% per annum from the due date. MJH CAH

~~In the event that Wife should buy Husband out and he quitclaims the said real property to her, then she shall be~~ Wife shall be responsible for paying both the first and second mortgages and she shall hold Husband harmless and shall indemnify Husband on both mortgages. MJH CAH

7. Motor Vehicles. The Husband hereby agrees that all of his right, title, interest and equity in the 1989 Honda automobile shall be divested out of him and vested solely in the Wife. Wife agrees to assume full responsibility for the payment of the indebtedness due on said automobile and shall hold Husband harmless on the same.

RECORDER'S MEMO
legibility of writing, typing or
Unsatisfactory when received

The Wife hereby agrees that all of her right, title, interest and equity in the 1975 Chevrolet truck, 1971 GMC truck and the 1978 Toyota truck shall be divested out of her and vested solely in the Husband.

8. Household Goods and Furnishings. Wife shall receive all the household goods and furnishings except for the following, which shall be Husband's property, free of all claims of Wife:

Den Furniture
Color Television Console
Washer/Dryer
Deep Freezer
~~Refrigerator~~ MJH CAH
Microwave
Stereo
Air Conditioner

Husband agrees to replace the porch swing. MJH CAH

9. Debts. Each party shall be responsible for the debts in his or her name and shall hold the other harmless and indemnify the other thereon. The Visa account in the joint names of the parties shall be Husband's responsibility. MJH CAH

10. Future Indebtedness. 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.

11. Necessary Documents. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

12. Court Costs. Any court costs incurred as a result of the pending action for absolute divorce shall be paid by Husband and Wife equally.

13. Attorney Fees. Each party shall pay his or her own attorney fees.

14. Enforcement. 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.

15. Agreement Binding. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may 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 of 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.

16. Integration. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

17. Independent Counsel, Parties Fully Informed. Each party has had independent advice by counsel of his or her own selection, or has been advised of their right to have independent counsel. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

18. Modification and Waiver. 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.

19. Disclosure. The parties do each warrant that they have made full and complete disclosure to the other of all sources of income, debts and property owned by them whether real, personal or mixed, whether titled in their name or in the name of the other, and all rights, liabilities, titles, interests and or claims each may have whether inchoate or otherwise.

20. Full and Final Settlement. 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 with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

21. Voluntary Agreement. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures.

2-22-91
DATE

Connie A. Hartman
CONNIE ANN HINSLEY HARTMAN

2-22-91
DATE

Martin J. Hartman Jr.
MARTIN JACK HARTMAN

The parties acknowledge that the amount of child support herein set out is in compliance with the federally mandated guidelines and represents not less than 21% of the husband's net pay per week.

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 final costs of this cause will be paid by the Husband and wife equally, for which execution may issue if necessary.

Entered this 8th day of March, 1991.

JUDGE

APPROVED FOR ENTRY:

Robert W. Rutherford #2908
Attorney for Wife
Suite 400, Washington Square
214 Second Avenue, North
Nashville, Tennessee 37201
256-6681

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to Ms. Mary Frances Lyle, Attorney, 1601 Parkway Towers, 404 James Robertson Parkway, Nashville, Tennessee 37219, this 21 day of February, 1991.

Robert W. Rutherford

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IDENTIF. REFERENCE

APR 2 11 06 AM '91

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY TN.

Mail
Martin Hartman
P.O. Box 542
Goodlettsville, Tn. 37072

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* eighth *day of* March, 19 91, *in Case Number* 89D-4992 *between* Connie Ann Hinsley Hartman *Plaintiff, and* Martin Jack Hartman *Defendant, as same remains of record in Book* 194C, *Page* 2194 *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* first *day of* April *in the year one thousand nine hundred and* ninety-one *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By M. Hassell *D.C.*

Form #GR-117