IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LOUISE BROOKS BASS,

Plaintiff,

vs.

THOMAS WILLIAM BASS,

Defendant.

No. 90D-2787

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FINAL JUDGMENT

This cause came on to be heard before Honorable Muriel Robinson Rice, Judge, on May 10, 1991, at 9:00 a.m. upon the complaint of Plaintiff, Louise Brooks Bass, hereinafter called "Wife", the marital dissolution agreement dated April 15, 1991, and the entire record herein, from all of which the Court finds that the averments of Wife's complaint as to irreconcilable differences between Wife and defendant, Thomas William Bass, hereinafter called "Husband", are sustained by the proof; that irreconcilable differences exist between Wife and Husband; and that by said marital dissolution agreement of April 15, 1990, the parties have made adequate and sufficient provision by written agreement for the settlement of child custody and maintenance (which provisions for child support shall not be reduced or prorated unless specifically ordered by the Court), the property rights of the parties and the equitable division of their marital property and said marital dissolution agreement should be approved.

It is therefore ORDERED and ADJUDGED by the Court that Wife is granted an absolute divorce from Husband and the bonds of matrimony heretofore subsisting between said parties are perpetually dissolved. The address of Wife is 3248 Lakeford Drive, Nashville, Tennessee 37214. The address of Husband is 872 Hermitage Ridge, Hermitage, Tennessee 37076.

It is further ORDERED and ADJUDGED by the Court that said marital dissolution agreement between the parties dated April 15, 1991, is approved by the Court and each and every provision of said agreement is hereby made a specific order and decree of this Court. Said marital dissolution agreement is in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into on this the 15th day of April, 1991, by and between, **LOUISE BROOKS BASS**, hereinafter referred to as "WIFE" and **THOMAS WILLIAM BASS**, hereinafter referred to as "HUSBAND".

W I T N E S S E T H

WHEREAS, the parties hereto have been married since January 26, 1980, and there has been one child adopted of this marriage, **Misti Elizabeth Bass**, age 3 years; and

WHEREAS, certain differences and difficulties have arisen between the parties and they intend to live separate and apart from each other, and have no expectation of resuming their marital relationship; and

WHEREAS, the WIFE has filed a Complaint for Absolute Divorce in the Fourth Circuit Court for Davidson County, Tennessee, at Nashville, entitled **LOUISE BROOKS BASS v. THOMAS WILLIAM BASS**, Docket No. 90D-2787; and

WHEREAS, the parties now desire to enter into a formal agreement, contract, respecting all of their rights and obligations arising out of their marital relationship, including their rights as to their personal property, debts and other obligations.

NOW, THEREFORE, for the consideration of the sum of ONE DOLLAR ($1.00) cash in hand paid and other good and valuable considerations, mutual promises and covenants, each with the other made, and including the covenants and agreements as provided thereinafter, these considerations, the sufficiency and the receipt of which is hereby acknowledged by the parties and accordingly, it being mutually understood and agreed between the HUSBAND and WIFE as follows:

1. That they should have the right to live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way, directly or indirectly.

2. That each party will retain the personal property currently in their possession and all of the others right, title and interest is divested out of them and into the other.

3. That the parties will put the property at 872 Hermitage Ridge, Hermitage, Tennessee, up for sale. Upon the sale of the house, any proceeds therefrom will be divided equally.

4. That each party will be responsible for the debts which they are paying now and for any that have been incurred since the date of separation.

5. That the WIFE will have complete care, custody and control of the parties minor child, Misti Elizabeth Bass, and the HUSBAND will have liberal visitation rights consisting of at least every other weekend from 4:30 p.m. on Friday until 8:00 p.m. on Sunday, two days during the week from the time the child gets out of school until 8:00 p.m. that evening upon the HUSBAND giving the WIFE 24 hours notice, and any other reasonable time agreed upon by the parties.

6. That the HUSBAND shall pay child support in the amount of Sixty-Five Dollars ($65.00) per week until such time as he loses his job and same complies with the guidelines. Upon losing his job, which is anticipated to be in the very near future, the HUSBAND will pay Fifty Dollars ($50.00) per week child support.

7. That the HUSBAND will maintain hospitalization insurance on the parties minor child until such time as he loses his job and, upon being re-employed in a place where group hospitalization insurance is available, he will reinstate the child on his medical insurance.

8. That each party will pay their own attorney fees and the HUSBAND will pay the costs of this cause.

This agreement is intended to settle fully and finally the property rights of the parties and the parties hereby release each other from any and all other rights or claims arising out of the marital relationship upon approvaL of this Marital Dissolution Agreement by the Court. This document may be filed in the aforementioned pending divorce action and fully incorporated, by reference, in the Final Decree entered therein on the Court's approval.

Each party hereto covenants with the other that from this day 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 whose benefit such payments shall have been paid will indemnify the other party to the full extent of any amount paid plus any interest and /or attorney fees, if any.

If either party breaches this agreement and the other seeks remedy through the Court to enforce this agreement, the losing party will be responsible for the costs and attorney fees of the prevailing party.

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

This agreement shall be binding upon the parties, their heirs, legal representatives and assigns.

The HUSBAND and WIFE hereby agree to promptly execute any and all documents and instruments of every kind or character, which may be necessary or proper to carry out the terms of this agreement and to do so without any unreasonable delay.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and date above written.

Louise Brooks Bass
LOUISE BROOKS BASS

Thomas William Bass
THOMAS WILLIAM BASS

[redacted]

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

BEFORE me, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, **LOUISE BROOKS BASS**, the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this the 15th day of April, 1994.

Susan G. Langley
Notary Public

My Commission Expires: 9/24/94

STATE OF TENNESSEE)

COUNTY OF SUMNER)

BEFORE me, undersigned, a Notary Public in and of the County and State aforesaid, personally appeared within named, **THOMAS WILLIAM BASS**, the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient information and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, Tennessee this the 23rd day of April, 1994.

Janet M Allison
Notary Public

My Commission Expires: 5/14/94

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This 10th day of May, 1991.

Marcel Roberts Rice
JUDGE

Approved for entry:

Attorney for Plaintiff

Curtis Lincoln
Attorney for Defendant

(by Deborah K. Hayes with permission)

CERTIFICATE OF SERVICE

Copy of the foregoing final judgment has been furnished Curtis Lincoln, Esq., attorney for defendant, this 10th day of May, 1991.

Deborah K. Hayes

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IDENTIFICATION REFERENCE

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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* Fourth *Circuit Court for Davidson County, Tennessee, on the* Tenth *day of* May, *19* 91, *in Case Number* 90D-2787 *between* LOUISE BROOKS BASS *Plaintiff, and* THOMAS WILLIAM BASS *Defendant, as same remains of record in Book* 196B, *Page* 1410 *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* 15th *day of* May *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