Dec 20 188A/458

BOOK 8365 PAGE 863

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JOYCE DARLENE PAYNE)
)
)
vs.) NO. 89D-4159
)
)
LARRY ARNOLD PAYNE) 256-6

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FINAL DECREE

This cause came to be heard on the 6th day of July, 1990 before the Honorable Murial Robinson-Rice, Judge of the Fourth Circuit Court in and for Davidson County, Tennessee, upon Complaint for Absolute Divorce filed by Joyce Darlene Payne. It appears to the Court from testimony of complainant, statements of counsel and the entire record that the parties have entered into a signed notarized Marital Dissolution Agreement as provided for by T.C.A. § 36-4-103 and that the time prescribed by law has lapsed since the filing of the original Complaint, from all of which it is found that Wife is entitled to an absolute divorce from Husband on the ground of Irreconcilable Differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for an equitable settlement of any property rights between the parties. It is

THEREFORE ORDERED, ADJUDGED, AND DECREED that Wife, Joyce Darlene Payne, should be and hereby is awarded an absolute divorce from Husband, Larry Arnold Payne, on the ground of Irreconcilable Differences and restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. It is

FURTHER ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement be approved and ratified in full, and incorporated in this Final Decree in toto as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into by and between the parties, JOYCE DARLENE PAYNE, hereinafter referred to as "Wife", and LARRY ARNOLD PAYNE, hereinafter referred to as "Husband", for the purpose of submission to the Court at the final hearing for absolute divorce upon Wife's Petition and upon approval of the Court to be incorporated into the Final Decree.

WHEREAS, irreconcilable differences have arisen between the parties, rendering this marriage irrevocably broken; and

WHEREAS, there is presently pending or to be filed a Complaint for Absolute Divorce in the Fourth Circuit Court for Davidson County, Tennessee, styled Joyce Darlene Payne vs. Larry Arnold Payne, Docket Number 89D-4159.

WHEREAS, in view of the parties' intention to live apart for the rest of their natural lives, the parties intend and it is the purpose of this agreement to provide for a just and equitable distribution of the parties' assets.

WHEREAS, all personal property belonging to the parties has been divided prior to the execution of this agreement or is provided for herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereby made, they agree as follows:

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

2. Wife shall proceed to trial on the ground of irreconcilable differences and submit the Marital Dissolution Agreement herein for the consideration of the Court to be incorporated into the Final Decree should the divorce be granted.

3. Husband shall be divested out of all right, title and interest which he may have in items of personal property belonging to and now in possession of Wife not specifically provided for herein and said right, title and interest shall be vested in Wife solely.

4. Wife shall be divested out of all right, title and interest which she may have in items of personal property belonging to and now in possession of Husband, not specifically provided for herein, and said right, title and interest shall be vested in Husband solely.

5. All right, title and interest which Husband may have in the real property located at 916 Harpeth Bend Drive, Nashville, Tennessee 37221, a better description of which is attached as Exhibit I and incorporated herein by reference as if fully set forth herein, shall be divested out of Husband and into Wife solely. Husband shall retain a lien against the property for the sum of $5,000.00 which represents his share of the agreed equity in the home at the time of execution of this agreement. It is agreed by and between the parties that Wife shall not be required to sell the premises until such time as the youngest child of the parties reaches eighteen years of age or Wife remarries, which, on the occurrence of either event, the house shall be sold and Husband's $5,000.00 lien against the property shall be paid. It is specifically agreed by and between the parties and understood that the $5,000.00 lien against the property shall not carry interest and shall not be due until such time as the youngest child reaches eighteen (18) or Wife remarries and Wife agrees not to allow any male friend to move into the home.

6. Husband shall not be required to pay alimony.

7. It is agreed by the parties that they have filed their 1989 Federal Income Tax Return with the Internal Revenue Service and they shall equally divide the refund from the 1989 Federal Income Tax Return.

8. All right, title and interest which Husband may have in the 1988 Thunderbird automobile shall be divested out of Husband and into Wife solely. Wife shall assume any indebtedness on said automobile and shall hold Husband harmless from same.

9. All right, title and interest which Wife may have in the 1989 Tempo automobile shall be divested out of Wife and into Husband solely. Husband shall assume any indebtedness on said automobile and shall hold Wife harmless from same.

10. All joint bills owed by the parties and incurred prior to the 27th day of November, 1989 shall be divided equally between the parties. All bills incurred in the parties' own name subsequent to the 27th day of November, 1989 shall be the responsibility of the party incurring the debt and said party shall hold the other party harmless thereon.

11. All right, title and interest which Wife may have in the following shall be divested out of Wife and into Husband solely:

Fabuglass Boat, various tools, deep freezer, two chairs-living room, stereo, four fish tanks, regular bed, chest of drawers, 13" color TV with stand, and coffee table. Husband agrees to assume any indebtedness on said items and to hold Wife harmless from any indebtedness thereon unless the items come under the provisions of paragraph 10 set forth above.

12. All right, title and interest which Husband may have in the following items shall be divested out of Husband and into Wife solely: riding lawnmower, push lawnmower, weed eater, refrigerator, washer and dryer, stove, kitchen table and chairs, living room couch, 25" color TV, VCR, water bed, Cedar chest, dresser, night stand, sewing machine and table. Wife agrees to assume any indebtedness on said items and to hold Husband harmless from any indebtedness thereon unless the items come under the provisions of paragraph 10 set forth above.

13. It is specifically understood by and between the parties that Darla shall retain possession of her waterbed, desk and 13" color TV and Travis shall retain his waterbed, dresser, and 13" color TV.

14. Absolute care, custody and control of the parties' two (2) minor children, Darla Payne, date of birth 09/13/82 and Travis Payne, date of birth 10/09/85 shall be vested in the Wife with reasonable visitation reserved in the Husband. Wife agrees to inform Husband of any major decisions affecting the

lives of the children and agrees not to take them out of the State of Tennessee to establish residence.

15. Husband shall pay child support at the rate of $485.00 per month as per the Federal Guidelines for Child Support and shall pay same directly to Wife. Inasmuch as Husband receives a yearly bonus which cannot be calculated on a monthly basis, it is agreed by and between the parties that Wife shall receive as additional child support thirty-two per cent (32%) of any yearly bonus received by Husband and that Husband shall pay the 32% directly to Wife upon receipt.

16. Husband shall retain a life insurance policy in the minimum amount of $50,000.00 with the two (2) children as beneficiaries and the children shall each be entitled to $25,000.00 of the $50,000.00.

17. It is further agreed by and between the parties that Husband shall maintain major medical and dental insurance on the minor children and that each party shall be responsible for one-half of all non-covered medical necessities, including the deductible.

18. It is further agreed by and between the parties that in addition to the reasonable visitation as set forth herein, Husband shall be awarded visitation on an every-other-weekend basis beginning on Friday at 6:00 P.M. and continuing until Sunday at 6:00 P.M., Tuesdays after school from 3:30 P.M. until 7:00 P.M. which is the time period during which the children usually visit their paternal grandparents. In addition, Husband shall be afforded visitation for two weeks during the summer vacation, and as otherwise agreed by the parties, times and dates to be agreed by and between the parties.

19. It is further agreed by and between the parties that each parent shall pay, by contract, consideration of which are the mutual covenants contained herein, one-half of the expenses for each of the two minor children for their attendance in private school. It is further agreed as a matter of contract that each parent shall make the respective payments to the

school on or before the due date required by the school for payment.

20. No modification or waiver of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

21. Within a reasonable time after the execution of this contract, each of the parties obligates himself or herself to sign all necessary deeds, bills of sale, and other such instruments in order to effectuate the total transfer of legal title in and to the various properties hereby being divided between the parties.

22. In consideration of this agreement, the Husband and Wife hereby release one another, their heirs, executors, administrators, and assigns and their property and estate from any and all rights of any kind and character for past and future support, maintenance, homestead dower, or courtesy rights or any statutory successors to such common law rights, any rights under the laws of inheritance, dissent and distribution, any claims to alimony or other support payments, pensions, and/or retirement funds, all rights to elect against the other's Will; and each party releases the other from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relations of the parties hereto except as expressly provided in this agreement; and each party is forever barred from having or asserting any such right, claim, demands or obligations at any time hereafter for any purpose except that these parties may assert all rights that are given under this agreement.

23. The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument free and voluntarily and without duress and coercion. The parties further agree that they have made adequate and sufficient provision by written agreement for the adequate support and

maintenance of their minor children and for an equitable distribution of the parties' assets.

24. This Agreement shall be governed by the laws of the State of Tennessee.

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

26. The costs of this cause shall be assessed against the parties equally.

27. Each party shall be responsible for his/her own attorney fees.

28. Wife is being represented in this action by C. Edward Fowlkes and David B. Lyons and Husband has been informed that it is perhaps in his best interest that he obtain counsel. Having been so advised, he has chosen not to obtain counsel at this time and enters into this agreement with due and proper consideration, fully understanding its terms and provisions.

Joyce Darlene Payne
JOYCE DARLENE PAYNE

Larry Arnold Payne
LARRY ARNOLD PAYNE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Joyce Darlene Payne, with whom I am personally acquainted, and made oath that the statements contained in the foregoing Marital Dissolution Agreement are true to the best of her knowledge, information and belief.

This the 4th day of April, 1990.

Linda L. Dickson
NOTARY PUBLIC

My commission expires:
Jan. 9, 1991

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Larry Arnold Payne, with whom I am personally acquainted, and made oath that the statements contained in the foregoing Marital Dissolution Agreement are true to the best of his knowledge, information and belief.

This the 3rd day of April, 1990.

Linda L. Jackson
NOTARY PUBLIC

My commission expires:
Jan. 9, 1991

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be assessed against the Husband for which execution shall issue if necessary.

ENTERED this 6th day of July, 1990.

MURIEL ROBINSON-RICE
Judge of Fourth Circuit Court

APPROVED FOR ENTRY:

C. EDWARD FOWLKES #5988
Attorney for Wife
One Church Street-Suite 300
Nashville, Tennessee 37201
(615) 242-3416

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Mr. Larry Arnold Payne, 7060 River Road Pike, Nashville, TN 37209 on this 6th day of July, 1990.

C. EDWARD FOWLKES #5988

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* Sixth *day of* July, *19* 90, *in Case Number* 89D-4159 *between* Joyce Darlene Payne *Plaintiff, and* Larry Arnold Payne *Defendant, as same remains of record in Book* 188A, *Page* 458 *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* June *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