 30C/2108

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JOHN LOMAX, III,
Petitioner,
vs.
JEAN PERSON LOMAX,
Defendant.

No. 85D-338

D. Bayse D.C.

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 21st day of May, 1985, before the Honorable James Everett upon the original complaint for absolute divorce, the property settlement signed by the parties and the sworn testimony of the plaintiff from all of which the Court finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the property settlement of the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, be and hereby is awarded an absolute divorce from the defendant, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the answer previously filed by the Defendant be and is hereby withdrawn.

IT IS FURTHER ORDERED AND ADJUDGED that the following property settlement of the parties is approved by the Court, and is incorporated herein by reference, and made the Order of this Court. Said agreement is, in words and figures, as follows:

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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

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D. Bayne D.C.

JOHN LOMAX, III,
Plaintiff,
vs.
JEAN PERSON LOMAX,
Defendant.

SETTLEMENT AGREEMENT

This agreement is made between John Lomax, III, hereinafter called Husband, and Jean Person Lomax, hereinafter called Wife.

WITNESSETH:

WHEREAS, these parties have been married since May 23, 1978, and there has been born of this union one minor child, namely Amanda Margaret Lomax, age 5, and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground and has been instituted in the Probate Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

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

1. CUSTODY. Husband and Wife shall have and retain joint custody and control of the minor child, Amanda Margaret Lomax. Wife shall continue to be the parent of primary residence.

2. VISITATION. Husband shall have visitation rights with the minor child every other weekend from Friday at 12:00 noon until Sunday at 9:00 a.m. and one night each week for dinner. Wife shall have the minor child on Christmas day and Husband shall have visitation rights either one week before or one week after Christmas. Husband and Wife shall alternate all other major holidays.

3. CHILD SUPPORT. Husband shall pay $500.00 per month as

child support to Wife beginning immediately and due on the 20th of each month. At the end of three years, on June 20, 1988, Husband shall pay $650.00 per month as child support. Said payments shall continue at the same rate for three years and one month until July 20, 1991. At the end of the six years and one month, child support shall remain at $650.00 per month unless modified in writing by the parties or by the Court.

4. EDUCATION. Husband and Wife each agree to pay for one-half of the cost of the minor child's education, including private grade school, private high school and at least the cost of a public or state college or university. The cost of education shall include but not be limited to: tuition, fees or charges, books, reasonable and appropriate school functions and trips, room & board or an equivalent sum. Wife shall have the right to make the final decision on the child's education. This provision is for the benefit of the minor child and may be enforced by her as a third party beneficiary.

5. MEDICAL. (A) Husband shall obtain and/or maintain medical insurance including hospitalization on the minor child and he shall pay any and all charges for medical, dental (including orthodontics) and vision bills or charges not covered by such insurance. Husband shall have input into all non-emergency medical, dental or vision treatment for the child.

(B) Husband shall obtain and/or maintain medical insurance including hospitalization on Wife until she is able to obtain a group medical policy through an employer or until the end of six years and one month, whichever shall occur first.

6. INSURANCE. Husband shall obtain and/or maintain life insurance on himself in the amount of $75,000.00 and he shall name the minor child as sole beneficiary of said policy.

7. TAX DEDUCTIONS. It is mutually agreed that Wife may declare the minor child as her dependant for income tax purposes every third year beginning in 1985.

8. ALIMONY. (A) Husband shall pay $1,750.00 per month as alimony to Wife beginning immediately and due on the 20th of each month. At the end of three years, on June 20, 1988, Husband shall pay $1,200.00 per month as alimony. Said payments shall

harmless on any and all debts secured by these accounts:

A. Union Planters (2 loans including 2nd mortgage)

B. Third National Bank

C. State Income Tax liability

D. VISA (1 account)

E. Mastercard

F. Sears (2 accounts)

G. J.C. Penny

H. Cain Sloan

I. Richard M. Hilton

J. Prudential Life Insurance

Husband shall pay any and all joint accounts not listed above for charges or loans made before May 1, 1985.

13. REAL PROPERTY. (A) It is agreed that the house and lot titled in Husband and Wife's names shall be vested solely in Wife. Said property is located at 1009 Norfleet Drive, Nashvile, Tennessee and is more specifically described in Book 5338, Page 682 of the Registrar of Deeds Office, Davidson County, Tennessee to wit:

> Land in Davidson County Tennessee, being Lot No. 16 on the Plan of Lakeview Manor as of record in Book 2133, pages 39, 40 and 41.
>
> Said lot fronts 150 feet on the southerly side of Norfleet Drive and extends back 316 feet on the easterly line and 306.1 feet on the westerly line, to a dead line, measuring 151 feet thereon.
>
> Being the same property conveyed to Henry H. Headden and wife, Betsy B. Headden by deed from Everett H. Lowe and wife Barbara C. Lowe, by deed of record in Book 4966, page 573, Register's Office for Davidson County, Tennessee.

(B) Said property is security in a Deed of Trust and note to Metropolitan Federal which Wife shall continue to pay. The property is further security in a Deed of Trust and note to Union Planter's Bank which Husband shall continue to pay. Husband shall pay the note to Union Planter's and have the title to the realty released within one year of this date either by refinancing or payment in full. Further Husband shall pay the first mortgage to Metropolitan Federal in the amount of $618.00 for the month of June, 1985.

(C) Husband shall have a lien against the real property

continue at the same rate for three years and one month until July 20, 1991, at which time the alimony shall terminate. (B) The alimony shall terminate earlier if and when Wife should remarry or die. The alimony shall not terminate upon the death of the Husband but shall be a lien on Husband's estate to be paid first from his estate subject only to the payment of taxes. Husband shall execute any and all documents, including wills or codicils, which may be necessary to direct and effect the lien or payment of any remaining alimony after his death from his estate and subject only to the payment of taxes.

9. PERSONAL PROPERTY. (A) The parties have heretofore divided their personal property between themselves. All furniture, furnishings, and personal effects presently in possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects presently in the possession of Husband shall be his sole and separate property.

(B) The gold coins (kruggerrands and maple leaves) and the silver coins shall be divided equally between Husband and Wife.

(C) Husband shall receive any and all gold stock presently in the name of either Husband or Wife.

10. ROYALTIES. Wife shall receive one-half of any and all royalties or payments from Husband's book, Nashville: Music City, U.S.A. and from any rights which Husband owns on the Dave Olney songs or material up to a maximum of $50,000.00 in royalties. Said royalties shall be divided after the payment of expenses of $25,000.00 in advances and photographic production costs.

11. CERTIFICATES OF DEPOSIT. Husband and Wife presently have a total of $4,000.00 in Certificates of Deposit. These accounts shall be divided equally between the parties.

12. DEBTS. (A) Wife shall pay and continue to pay the first mortgage on the residence at 1009 Norfleet Drive to Metropolitan Federal and the VISA account which is currently in her name only and the Bradford's account in husband's name. Wife shall hold husband harmless on these debts.

(B) Husband shall pay and continue to pay the following accounts that were made during the marriage and shall hold Wife harmless on any and all debts secured by these accounts:

described in paragraph 13(A) above in the amount of $20,000.00. Wife shall pay $20,000.00 to Husband, if and when the realty is ever sold by Wife. However, Wife shall have no duty to sell the realty at any time and Husband shall have no right to force Wife to sell the realty or to force Wife to pay the sum unless the realty is sold. The term Husband shall also mean Husband's estate.

14. AUTOMOBILES. The automobiles which are titled in Husband's name shall be vested solely in the Husband, and he assumes full responsibility for the payment of any indebtedness due on said automobiles. The 1985 Honda Civic automobile which is in Wife's possession shall be vested solely in Wife, and she assumes full responsibility for the payment of any indebtedness due on said automobile.

15. ATTORNEY'S FEES. Husband shall be responsible for paying part of the attorney's fees of Wife to Shipley & Behm in the amount of $1,000.00.

16. COURT COSTS. Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Husband.

17. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Probate Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

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

19. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

John Lomax III

JOHN LOMAX, III

Sworn to and subscribed before me
this the 21st day of May, 1985.

Jeanie Lynn Ramsaur
Notary Public

My Commission Expires: 4/19/87

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Jean Person Lomax
JEAN PERSON LOMAX

Sworn to and subscribed before me
this the 21st day of May, 1985.

Jeanie Lynn Ramsaur
Notary Public

My Commission Expires: 4/19/87

Attorney for Husband

Jeanie Lynn Ramsaur
Attorney for Wife

It is further ORDERED AND ADJUDGED that the costs shall be taxed to the plaintiff, for which execution may issue if necessary.

ENTERED this the 21 day of May, 1985.

JUDGE

PREPARED BY:

Jimmie Lynn Ramsaur
Attorney for Wife
SHIPLEY & BEHM
306 Gay Street
206 Realtor's Building
Nashville, TN 37201

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was hand delivered to Mr. Jude T. Lenahan, Attorney at Law, on this the 21st day of May, 1985.

Jimmie Lynn Ramsaur

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* 21st *day of* May, *19* 85, *in Case Number* 85D-338 *between* JOHN LOMAX, III *Plaintiff, and* JEAN PERSON LOMAX *Defendant, as same remains of record in Book* 30C, *Page* 2108 *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* 14th *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