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1984 NOV 27 PM 3:33

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE ROBERT, CLERK

D. Ruegg D.C.

MARY A. BONNER,
Plaintiff,
vs.
DENNIS HOWARD BONNER,
Defendant.

NO. 84D-2699

BOOK 8393 PAGE 409

FINAL JUDGMENT OF DIVORCE

This cause came on to be heard this 20th day of November, 1984, before the Honorable James R. Everett, Jr., Judge, upon the original complaint for absolute divorce, personal service of process on the defendant on August 31, 1984, the parties having entered into a settlement agreement, the sworn testimony of the plaintiff in open Court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations of the complaint are sustained by the proof; that is, that the parties have irreconcilable differences. The Court further finds that the settlement agreement makes adequate and sufficient provision for the custody and maintenance of the minor children of the parties and for the equitable settlement of any property rights between the parties.

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

IT IS FURTHER ORDERED AND ADJUDGED that the settlement agreement executed by the parties is approved by the Court and incorporated herein as follows:

29199
IDENTIFICATION REFERENCE
JUL 9 9 32 AM '91
PICK-UP

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 8393 PAGE 410

MARY A. BONNER,	)	
Plaintiff,	)	
vs.	)	NO. 84D-2699
DENNIS HOWARD BONNER,	)	
Defendant.	)	

SETTLEMENT AGREEMENT

This Agreement is made between MARY A. BONNER, hereinafter called Wife, and DENNIS HOWARD BONNER, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since February 16, 1968, and there have been born of this union three minor children, namely Jennifer Diane Bonner, born September 16, 1969, Michelle Rene Bonner, born August 22, 1973, and Donald Keith Bonner, born April 11, 1976; and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground 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. Wife shall have and retain sole care, custody and control of the minor children of the parties, Jennifer Diane Bonner, Michelle Rene Bonner and Donald Keith Bonner.

2. VISITATION. Husband shall have the rights of visitation with said minor children at all reasonable times and places upon reasonable notice to Wife. Said visitation is for the benefit of said minor children.

3. CHILD SUPPORT. It is agreed that Husband shall pay Wife as child support $125.00 per week, said payments to be mailed directly to Wife and postmarked on or before the Wednesday of each week so that Wife will receive it by the end of the week; if Husband fails to make said payments as set out herein, then the Court shall order future payments to be made by wage assignment upon motion of Wife with notice to Husband. Said payments are based on the fact that Husband has previously been employed as a truck driver, making an average net weekly income of $350.00.

4. MEDICAL AND DENTAL EXPENSES. a) It is agreed that Husband shall assume all obligation and responsibility for all medical, dental and ophthalmological expenses as may be incurred by the minor children of the parties.

b) It is further agreed that Husband shall obtain and maintain hospitalization and major medical insurance for the minor children of the parties and shall produce proof of said insurance to Wife within thirty (30) days of the entry of any decree herein.

c) It is agreed that Husband will pay and continue to pay the following medical debts that were made during the marriage, up until September 1, 1984, and shall hold Wife harmless on any and all said debts:

Middle Tennessee Anesthesiology, $50.20;
Radiology Consultants, $26.00;
Southern Hills Hospital, $319.73;
Dr. Kirkland Todd, $300.00;
Performance Appraisal (Dr. McDonald), $175.00;
Emergency Service Physicians, $32.00;
Associated Radiologist, $56.00;
Associated Pathologist, $22.00;
Urology Associates, $106.00;
Baptist Hospital, $137.11;
Anatomic and Clinical Lab Assoc., $55.00;
Dr. Ken M. Keller, DDS, $67.70;
St. Thomas Hospital, $61.00;
Anesthesia Billing Service, $17.60;
Dr. Jerry S. Sutton, $63.60;
Dr. Roger T. Wallace, $81.20;
Dr. James Calloway, $116.00;
Robert Scarborough, Optometrist, $229.80;

Because of Husband's agreement to pay these debts, Wife is not seeking an increase in support in order to be able to pay them herself. If Wife has to make payments on any of these debts, Husband shall promptly reimburse her for said payments upon reasonable notice. If he fails to do so, the Court shall award Wife a judgment for any nonreimbursed payments made by her.

5. LIFE INSURANCE. It is agreed that Husband shall obtain and maintain life insurance on himself in the face value of $30,000 with double indemnity for accidental death, and shall maintain the minor children as beneficiaries.

6. TAX DEDUCTIONS. It is mutually agreed that Wife may declare the minor children of the parties as dependents for income tax purposes.

7. MOTOR VEHICLES. a) The 1979 Econoline Van, which is titled in Wife's name, shall be vested solely in Wife, and Wife assumes full responsibility for the payment of the indebtedness due on said automobile and shall hold Husband harmless on the same.

b) The 1978 GMC truck, with tool cases and truck bed cover, titled in Husband's name, shall be vested solely in Husband, and Husband assumes full responsibility for the payment of the indebtedness due on said vehicle and shall hold Wife harmless thereon.

c) The 1981 1000 J Kawasaki, titled in Wife's name, shall be vested solely in Husband, and Husband assumes full responsibility for the payment of the indebtedness due on said vehicle and shall hold Wife harmless thereon.

8. TOOLS. It is agreed that the parties will equitably divide the tools acquired during the marriage.

9. OTHER PERSONAL PROPERTY. The parties have heretofore divided their other personal property between themselves. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects in the possession of Husband shall be his sole and separate property, except for their son's bed which he is borrowing and which will be returned.

10. REAL PROPERTY. It is agreed that the house and lot titled in the parties' names shall be vested solely in Wife, and Wife assumes full responsibility for the payment of the indebtedness due on said property. Said property is located at 1539 Antioch Pike, Antioch, Tennessee, and is more specifically described in Book 4673, page 265 of the Register of Deeds Office, Davidson County, Tennessee, to wit:

> Being Lot No. 319 on the Plan of Cherokee Hills, Section 3, of record in Book 3500, page 79, Register's Office for said County, described as follows:
>
> Beginning at a concrete monument in the westerly margin of Antioch Pike at the southeast corner of the lot; thence with the Pike, in a northwesterly direction 189.6 feet to a monument; thence around a curve in a westerly direction 40.2 feet to a monument in the southeasterly margin of a 50 foot unnamed street; thence with said street in a southwesterly direction 74 feet; thence in a southeasterly direction 196.6 feet to a monument; thence in a northeasterly direction 80.6 feet to the point of beginning.
>
> Being the same property conveyed to Wesley E. Tankersley and wife, Betty G. Tankersley, by deed from Bobby Joe Parker and wife, Alice F. Parker, of record in Book 4510, page 255, Register's Office for Davidson County, Tennessee.

11. DEBTS. It is agreed that Husband will pay and continue to pay any and all debts that were made during the marriage, which were not specifically designated otherwise in this Agreement, and shall hold Wife harmless on said debts.

12. DEBT OF WIFE TO HUSBAND. It is agreed that the Husband's equitable interest in the real property is $10,000. Wife shall owe to Husband the amount of $10,000, said amount to be paid on or before April 11, 1994, when the parties' youngest child becomes eighteen years old. Interest on said debt is waived. Said amount may be paid at any time prior to that date at the option of Wife. Said debt may also be paid in installments upon agreement of the parties.

13. COURT COSTS. It is agreed that any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Husband.

14. 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 of 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.

15. 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.

16. 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. 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.

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

Mary A. Bonner
MARY A. BONNER

Sworn to and subscribed before me this 24th day of October, 1984.

Notary Public

My commission expires: Jan. 20, 1985

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

Dennis Howard Bonner
DENNIS HOWARD BONNER

Sworn to and subscribed before me this 24th day of October, 1984.

Notary Public

My commission expires: Jan. 20, 1985

Dot Dobbins
DOT DOBBINS
LEGAL SERVICES OF MIDDLE TENNESSEE

Attorney for Wife

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause be and are hereby taxed to the defendant, for which execution shall issue if necessary.

ENTERED this 27 day of Nov., 1984.

JUDGE

PREPARED BY:

Dot Dobbins

DOT DOBBINS
LEGAL SERVICES OF MIDDLE TENNESSEE

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing instrument was mailed to the defendant at the defendant's last known address, 1539 Antioch Pike, Antioch, Tennessee 37013, this 20th day of November, 1984.

Dot Dobbins

DOT DOBBINS

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* 27TH *day of* NOVEMBER, *19* 84, *in Case Number* 84D-2699 *between* MARY A. BONNER *Plaintiff, and* DENNIS H. BONNER *Defendant, as same remains of record in Book* 29C, *Page* 1825 *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* 25TH *day of* JULY *in the year one thousand nine hundred and* NINETY *and in the* 215TH *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Susan Yoder *D.C.*

Form #GR-117