1988/1458

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

1991 JUL 16 PM 3:19
GEORGE L.
K Lankford

HENRY ALLEN McCORMICK
500 Piccadilly Row, #048
Antioch, Tennessee 37013

Plaintiff

vs.

No. 91D-1367

EMILY J. McCORMICK
1500 Andchel Drive
Hermitage, Tennessee 37076

Defendant

86-04
006

BOOK 8415 PAGE 28

FINAL DECREE OF DIVORCE

This cause came to be heard and determined on July 16, 1991 and it appearing to the Court that the parties have made settlement of all controversies involved in this matter and have withdrawn all allegations as to grounds of divorce other than the grounds of irreconcilable differences,

It further appearing to the Court that irreconcilable differences have arisen between the parties precluding continuation of their marriage and,

It further appearing to the Court that the parties have duly executed a Marital Dissolution Agreement making adequate and sufficient provision within said Agreement for the custody and maintenance of the parties' minor child. The basic child support obligation provided in said agreement of $595.83 per month is less than that specified by the child support guidelines presently in effect, however, the Husband is, in addition to this basic child support obligation, obligated to pay 25% of all bonuses earned by him at the Kroger Company and to be responsible for 100% of any medical expense of the child not covered by insurance making his total child support obligation equal to or in excess of the child support guidelines.

It further appearing to the Court that the Marital Dissolution Agreement executed by the parties provides for an equitable settlement of any and all property rights and responsibilities involved with this marriage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that

PHILLIPS & INGRUM
ATTORNEYS AT LAW
117 EAST MAIN
GALLATIN, TENNESSEE
37066

Irreconcilable Differences are found to have arisen between the parties precluding continuation of their marriage and the bonds of matrimony previously existing between the parties are hereby absolutely and perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife shall have custody of the parties' minor child, RACHEL A. McCORMICK, with the Husband allowed reasonable and liberal visitation pursuant to the parties' Marital Dissolution Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties to this cause is ratified and that the same is hereby adopted and filed in all respects and incorporated in and made a part of this Decree, with the ownership of real and personal property and responsibility for debts decreed accordingly, as follows:

PHILLIPS & INGRUM
ATTORNEYS AT LAW
117 EAST MAIN
GALLATIN, TENNESSEE
37066

MARITAL DISSOLUTION AGREEMENT

1997 JUL 18 PM 3:

This Agreement made and entered into by and between HENRY ALLEN McCORMICK and EMILY JOYCE McCORMICK.

WHEREAS certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relation, and it is the desire of both parties to finally and for all time to determine and settle their property rights, all right of support and maintenance and alimony, all dower and homestead rights, together with any and all other rights existing between the parties growing out of their marital relationship.

NOW THEREFORE, for and in consideration of the mutual promises herein made and the acts to be performed, the parties agree as follows:

I. Division of Tangible Personal Property

A. The Wife shall retain and own the 1988 Dodge Dynasty automobile, VIN #1B3BU4633JD212103, which is presently titled in her name, with all right, title and interest in and to said automobile divested from the Husband and vested in the Wife.

B. The Husband shall retain and own the 1987 Grand Am automobile, VIN #1G2NE11U9HC706882, with all right, title and interest in and to said automobile divested from the Wife and vested in the Husband.

C. The household goods, furnishings, appliances and like items of the parties shall be vested in that party in present possession of same with the exception of a dresser and a chest of drawers which is presently in the possession of the Wife which shall be the property of the Husband.

II. Real Property

The Wife shall retain and own the house and lot of the parties located at 1500 Andchel Drive in Hermitage, Tennessee and more fully described as follows:

PHILLIPS & INGRUM
ATTORNEYS AT LAW
117 EAST MAIN
GALLATIN, TENNESSEE
37066

Land in Davidson County, Tennessee, being Lot No. 140 on the Plan of Jackson's Retreat, Phase III, as of record in Book 5200, Pages 518 and 519, Register's Office for said County.

Said Lot No. 140 fronts 71.59 feet along the southerly margin of Old Lebanon Dirt Road and fronts 75 feet along the westerly boundary of Andchel Drive, said frontages being joined by a curve measuring 39.27 feet; the southerly line of said lot extends back 95.59 feet and intersects the westerly line which measures 100 feet thereon.

Being the same property conveyed to Henry Allen McCormick and wife, Emily Joyce McCormick, by Warranty Deed from Randall Phillips Builders, Inc. of record in Book 6269, Page 217, Register's Office for Davidson County, Tennessee.

with all right, title and interest in and to such real property divested from the Husband and vested in the Wife.

III. Responsibility for Debts

A. The Husband shall be solely responsible and shall indemnify and hold the Wife harmless with respect to the following debts:

Creditor	Approx. Balance	Collateral
Nashville Bank of Comm. Account #0113000298	$1,700	1987 Grand Am
Nashville Bank of Comm. Acct. #2013000383	$3,300	None
Nashville Bank of Comm. Credit Line Acct. #5338-0002-1001-3159	$4,600	None
First American Visa Card Acct. #4439-0130-0180-0420	$900	None
NBC Visa Card Acct. #4457-0010-1001-1813	$2,700	None
Sears	$1,200	None

B. The Wife shall be solely responsible and shall indemnify and hold the Husband harmless with respect to the following debts:

Creditor	Approx. Balance	Collateral
Chrysler Credit	$13,250	1988 Dodge Dynasty
American Home Funding	$72,503	House and Lot

PHILLIPS & INGRUM
ATTORNEYS AT LAW
117 EAST MAIN
GALLATIN, TENNESSEE
37066

IV. Child Custody, Support and Visitation

A. The Wife shall have custody of the parties' minor child, RACHEL A. McCORMICK, presently six years of age, with the Husband allowed liberal visitation with such child.

B. The Husband shall pay directly to the Wife $595.83 per month as child support. This support obligation shall be paid in installments of $550 in accord with the Husband's pay schedule with the Kroger Company pursuant to which he is paid thirteen times per year.

C. As a further part of his child support obligation, the Husband shall maintain health insurance upon the minor child and shall be responsible for one hundred percent (100%) of any medical expense not covered by said insurance.

D. The Husband shall maintain life insurance upon himself payable to or for the benefit of the minor child, RACHEL A. McCORMICK, in a minimum amount of Twenty Thousand Dollars ($20,000) until the death of the minor child or she shall reach the age of twenty-one (21) years. The Husband presently maintains such a policy through the Puritan Life Insurance Company, Policy #2233924.

E. The Wife shall have the exclusive right to claim the minor child, RACHEL A. McCORMICK, as an exemption for federal or state income tax purposes.

F. The Husband shall pay to the Wife as a further part of his child support obligation twenty-five percent (25%) of all bonuses earned by him from the Kroger Company with such payments to continue until January 1, 2003.

V. Alimony

The Husband shall, as an aspect of his alimony obligation, maintain life insurance policy upon himself in a minimum amount of One Hundred Thousand Dollars ($100,000) payable to Emily J. McCormick with such policy to be maintained until the Wife's death or remarriage. The Husband presently maintains such a policy through the

PHILLIPS & INGRUM
ATTORNEYS AT LAW
117 EAST MAIN
GALLATIN, TENNESSEE
37066

Massachusetts Indemnity & Life Insurance Co., Policy #0420220205.

VI. Additional Terms and Agreements

The parties shall divide their anticipated 1990 federal income tax refund 65.2% to the Wife and 34.8% to the Husband.

Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

The parties agree that if either of them is hereafter granted a divorce, either party may incorporate the present Agreement in the divorce decree to become enforceable by order of the Court.

It is further agreed and understood that this Agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge of the Husband from all other obligations to support Wife and a discharge from all other claims arising out of their marital relations and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitations, by way of dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, right to act as administrator or executor of the other's estate and this Agreement applies to all property now owned by Husband and Wife and any property that either of them may acquire in the future.

The Wife acknowledges that the provisions in this Agreement are fair, adequate and satisfactory to her and accepts them in full and final settlement of all claims and demands for alimony and fully discharges the Husband from

PHILLIPS & INGRUM
ATTORNEYS AT LAW
117 EAST MAIN
GALLATIN, TENNESSEE
37066

all such claims and demands except as provided in this instrument.

It is further understood and agreed by and between the parties that this property settlement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effects have been fully explained to each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have read this instrument and have familiarized themselves with its contents and signed and executed this instrument on the 2nd & 14th day of June, 1991.

Henry Allen McCormick
HENRY ALLEN McCORMICK

EMILY JOYCE McCORMICK

PHILLIPS & INGRUM
ATTORNEYS AT LAW
117 EAST MAIN
GALLATIN, TENNESSEE
37066

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public, in and for the state and county aforesaid, the within named HENRY ALLEN McCORMICK, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Portland, Tennessee this 2nd day of ~~June~~ July, 1991.

Notary Public

My Commission Expires:

My Commission Expires JULY 23, 1994

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public, in and for the state and county aforesaid, the within named EMILY JOYCE McCORMICK, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at [illegible], Tennessee this 17th day of June, 1991.

Notary Public

My Commission Expires:

My Commission Expires May 20, 1992

PHILLIPS & INGRUM
ATTORNEYS AT LAW
117 EAST MAIN
GALLATIN, TENNESSEE
37066

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any outstanding court costs are assessed to the Plaintiff, Henry Allen McCormick, for which execution may issue if necessary.

ENTERED this 16th day of July, 1991.

JUDGE

Approved for Entry:

PHILLIPS & INGRUM

BY: _____

JOHN R. PHILLIPS, JR., #4634
Attorney for Plaintiff
117 E. Main Street
Gallatin, Tennessee 37066
(615) 452-8030

Mail

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been placed in the U.S. Mail, postage prepaid, to Emily J. McCormick, 1500 Andchel Drive, Hermitage, Tennessee 37076 on this 16 day of July, 1991.

_____
JOHN R. PHILLIPS, JR.

1345 08/06 0101 03CHECK 30.00

BOOK 8415 PAGE 37

37.17.6.

IDENTIFICATION REFERENCE

AUG 6 3 35 PM '91

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* 18th *day of* July, *19* 91, *in Case Number* 91D-1367 *between* Henry Allen McCormick *Plaintiff, and* Emily J. McCormick *Defendant, as same remains of record in Book* 198B, *Page* 1458 *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* 6th *day of* August *in the year one thousand nine hundred and* Ninety-one *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117