FILE BOX 30

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LOUISE WATKINS KELTON, Plaintiff,	)	
vs.	)	NO. 89D-59
JONATHAN CRAIG KELTON, Defendant.	)	

BOOK 8452 PAGE 390

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on this 16th day of May, 1989, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Nashville, Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the wife, Answer of the husband to the Complaint having been withdrawn via Motion and Agreed Order heretofore filed, upon the Marital Dissolution Agreement, which provides for the division of the parties' respective rights and interests in all joint and individual property; apportionment of responsibility for payment of the parties' joint and individual debts; as well as adequate and sufficient provisions for the custody and support of the parties' minor child; upon all of the pleadings; and upon the testimony of the wife, Louise Watkins Kelton, and statement of counsel for the wife, from all of which the Court affirmatively found that the allegations of wife's Complaint for Absolute Divorce are sustained by the proof in that there exits such irreconcilable differences between the parties as would entitle wife to an absolute divorce; that the parties, by written Agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor child; that the Marital Dissolution Agreement should be approved; and that the ninety-day waiting period, as required by statute, has elapsed. It is, therefore,

ORDERED, ADJUDGED and DECREED that the Marital Dissolution

Agreement heretofore executed by the parties is approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court, which Agreement is incorporated in this Final Decree of Divorce and states as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LOUISE WATKINS KELTON	)	
	)	D.C.
vs.	)	NO. 89D-59
JONATHAN CRAIG KELTON	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into between Louise Watkins Kelton, hereinafter called "Wife", and Jonathan Craig Kelton hereinafter called "Husband".

WITNESSETH:

WHEREAS, these parties have been married since March 1, 1982, and there has been one child born of this marriage.

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 Circuit Court for Davidson County, Tennessee, and they have no expectation of resuming the 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 said divorce action shall proceed as uncontested.

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

1. CHILD CUSTODY: The parties hereby agree that the Wife shall have custody of their minor child, Collen R. Kelton.

2. VISITATION: The parties hereby agree that the Husband shall have reasonable visitation privileges as can be agreed upon by the parties.

3. CHILD SUPPORT: The Husband shall pay the sum of $275.00 per month to the Wife for the support and maintenance of the parties minor child. Said payment shall be due and payable on the first (1st) of each month beginning on the 1st day of May, 1989.

4. REAL PROPERTY: The parties hereby agree that the real property located at 620 Vivian Avenue, Nashville, Davidson County, Tennessee shall be the sole property of the Husband in fee simple absolute. Further that the Husband shall be responsible for the payment of the first mortgage to Fleet Real Estate Funding Corporation. It is further agreed that the parties shall be equally responsible for the payment of the second mortgage payment with each party paying 1/2 of the monthly installment. After the second mortgage is paid in full, the house shall be placed on the market for sale. Upon the sale of said real property, the Husband shall receive from the top of the proceeds all monies paid on the first mortgage reducing a mortgage of $51,096.46 as of April 12, 1989. The remaining equity or proceeds shall be divided equally, 1/2 to each party, less any cost incident to the sale of the real estate.

It is further hereby agreed that the real property located in Cumberland County, Tennessee shall be placed on the market for sale and the proceeds from said sale and the proceeds from said sale shall be divided equally, 1/2 to each party, less any cost incident to said sale.

5. PERSONAL PROPERTY: The parties have heretofore agreed to divide their personal property in an equitable manner. The Wife shall have as her sole property her 1987 Hyundai, automobile and the Wife shall pay any lien due and owing thereon holding the Husband harmless. The Husband shall have as his sole property the 1984 Nissan and shall pay any lien due and owing thereon holding the Wife harmless. The parties agreed to sell the 1988 Honda, automobile and divide any proceeds equally. Each party shall be responsible for 1/2 of the monthly installment until said automobile is sold.

6. DEBTS: The Wife shall be responsible for any debt or charge, due and owing on the following, and shall hold the Husband harmless thereon:

a. Discover Card #6011006620504473.
b. Boatmen's Bank #13607738.
c. Dillard's #046369658.
d. Uptons #06020211667.
e. Sears #690593993965.
f. Leader Federal #4316180597656.
g. First Atlanta Visa #4327282370611.
h. Castner Knott Co. #2940749268.

The Husband shall be responsible for any debt or charge due and owing on the following, and shall hold the Wife harmless thereon:

a. Chevy Chase Bank Visa #4013 060 0332 6427.
b. Charter Federal Master Card #5242036382012087.
c. Signet Bank Master Card #5291071248514364.
d. First Tennessee Visa #4450610019542.
e. Master Card #5339100380007509.
f. Castner Knott #2501410548.

7. INSURANCE: The Wife shall maintain hospitalization, medical, and dental insurance on the parties minor child and the Husband shall pay 1/2 the cost of the child's coverage on the Wife's insurance plan. Each party shall be responsible for payment of 1/2 of any medical expenses not covered by insurance.

8. RETIREMENT PLANS: Each party shall have as their sole property their respective pension plans with the Metropolitan Government.

9. ATTORNEY FEE: Each party shall be responsible for the payment of his or her respective Attorney's fee relating to this action for divorce.

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

11. The parties desire that this Agreement be incorporated as a part of any Final Decree of Divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee, or in any other court having appropriate jurisdiction of the parties, and to that end agrees that it should be submitted to the Court for its ratification and approval.

12. This agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representation or warranties other than those expressly hand set forth.

13. It is understood and agreed by and between the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not hereinafter 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 HAND ON THIS DAY AND DATE WRITTEN BELOW.

Louise Watkins Kelton
LOUISE WATKINS KELTON, WIFE

Sworn to and subscribed before on the 24th day of April, 1989.

Katherine S. Ryan
NOTARY PUBLIC

Commission expires: 5-8-91

Jonathon Craig Kelton
JONATHON CRAIG KELTON, HUSBAND

Sworn to and subscribed before on the 13th day of April, 1989.

Sherry Lynn Patton
NOTARY PUBLIC

Commission expires: March 29, 1993

It is, therefore, ORDERED, ADJUDGED and DECREED that the wife, Louise Watkins Kelton, shall be and is awarded an absolute divorce from the husband, Jonathan Craig Kelton, upon the grounds of irreconcilable differences, and is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the parties inform this Court of any change of address within thirty (30) days of any such change, which address is different from the parties' present addresses which are as follows:

Louise Watkins Kelton
1702 South Oaks Drive
Nashville, Tennessee 37211

Jonathan Craig Kelton
620 Vivian Drive
Nashville, Tennessee 37211.

It is further ORDERED, ADJUDGED and DECREED that there shall be no proration or reduction of child support unless otherwise ordered by this Court.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be and are hereby assessed against the wife for which execution may issue, if necessary.

ENTERED this 15th day of May, 1989.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

JOE P. BINKLEY
Attorney for Wife

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished this 16th day of May, 1989, to Mr. Gale Robinson, attorney for husband, 213 Third Avenue North, Nashville, Tennessee 37201.

Joe P. Binkley

JOE P. BINKLEY
Attorney for Wife
174 Third Avenue North
Nashville, Tennessee 37201
244-8630
BPR2820

5.0 4 1.3.

IDENTIFICATION REFERENCE

SEP 30 9 49 AM '91

4979 09/30 0101 03CHECK 27.00

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* May, *19* 89, *in Case Number* 89D-59 *between* Louise Watkins Kelton *Plaintiff, and* ~~Jonathan Craig Kelton~~ *Defendant, as same remains of record in Book* 178B, *Page* 939 *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* 20th *day of* September *in the year one thousand nine hundred and* ninty-one *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Deputy Clerk *D.C.*