1992/1090

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GLENDA L. WHITE,

Wife

v.

CHARLES MICHAEL WHITE,

Husband

GEORGE L. [illegible] CLERK

D.C.

NO. 91D-186

BOOK 8480 PAGE 631

FINAL DECREE

This cause came on to be heard on the 3rd day of September, 1991, before the Honorable Muriel Robinson-Rice, Judge, upon the Complaint for Absolute Divorce filed by Ms. White, the testimony of Ms. White, submission to the Court of a Marital Dissolution Agreement which was signed by both parties and which provides for the maintenance of the parties' minor children, and for the equitable division of the parties' property, and from the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. 36-4-101(11). It is therefore,

ORDERED, ADJUDGED AND DECREED by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does make adequate and sufficient provision for the equitable division of the marital property and for the care of the parties' minor children, the Court does approve the Agreement attached hereto as follows:

6.0074.

IDENTIFICATION REFERENCE

Nov 6 12 04 PM '91

[illegible]

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SEP -3 PM 3:

GEORGE L. ROGERS, CLERK

D.C.

GLENDA L. WHITE,

Plaintiff,

v. NO. 91D-186

CHARLES MICHAEL WHITE,

Defendant.

BOOK 8480 PAGE 635

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between GLENDA L. WHITE (hereinafter referred to as "Wife") and CHARLES MICHAEL WHITE (hereinafter referred to as "Husband").

W I T N E S S E T H:

WHEREAS, these parties have been married since January 26, 1973, and there having been born of this union two (2) minor children, Christina Michelle White and Amber Corinne White; and

WHEREAS, certain differences and difficulties have arisen between the parties in a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court for Davidson County, Tennessee, the style of which is fully set out above, and the parties have no expectation of resuming their marital relations; 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 mutual acceptable manner and the said divorce action shall proceed on an uncontested basis.

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

(1) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and

is not a sale or exchange or other disposition, but represents a division of property by co-owners.

(4) CHILD CUSTODY: There are two (2) minor children born to this marriage, namely, Christina Michelle White, date of birth November 29, 1974, and Amber Corinne White, date of birth May 12, 1989. The parties agree that the absolute care, custody, and control of the minor children, shall be awarded to the Wife as primary caretaker with Husband having reasonable parental involvement. Husband shall be entitled to visitation privileges with the children, which at the minimum, shall be as follows: every other weekend visitation, said visitation shall commence at 6:00 p.m. on Friday and terminate at 6:00 p.m. on Sunday; on the alternating major holidays: New Years Day, Easter, Memorial Day, Fourth of July, Labor Day, and Thanksgiving. The visitation shall commence at 6:00 p.m. on the evening prior to the holiday and terminate at 6:00 p.m. on the day of the holiday. Husband's holiday visitation privileges having began with this past Labor Day holiday. The Christmas holidays shall be divided between the parties in the following manner: Husband shall have visitation privileges with the minor children from 12:00 noon on the 25th day of December for a period of one week in every even numbered year. In odd numbered years, Husband shall have the child for the one week prior to Christmas terminating on Christmas Day at 12:00 noon. Husband shall have one two-week period of visitation during the children's summer vacation. This period shall begin at 6:00 p.m. on a Friday and end at 6:00 p.m. on a Friday. The parties shall coordinate and arrange this visitation schedule to ensure the Fourth of July holiday does not interfere with the other party's visitation. The children shall be with the Wife on Mother's Day and with Husband on Father's Day. Both parties will have access to the child on that child's birthday.

(5) MEDICAL AND SCHOOL RECORDS OF THE MINOR CHILDREN: It is agreed that both parties shall have equal access to medical and school records of the minor children. The parties shall keep each other informed of the health of the children and both parties will cooperate in the rearing of the children, mentally, physically, emotionally, psychologically, and spiritually.

(6) CHILD SUPPORT: Husband, having recently lost his long-term employment, shall continue to pay child support in the amount of ONE HUNDRED TEN ($110.00) DOLLARS per week. Husband shall continue to pay this previously Court ordered amount until he has again obtained full employment. Upon such occurrence, Husband shall pay child support in an amount equal to thirty-two percent (32%) of his net income or ONE HUNDRED TEN ($110.00) DOLLARS per week, whichever is greater. This amount of child support will comply with the guidelines adopted by the Tennessee Department of Human Services. Child support payments in the previously stated amount shall continue until the oldest child of the parties has attained the age of eighteen (18) or graduates from high school with her class, whichever is the latter event to occur. At which time, Husband shall pay child support in an amount equal to twenty-one percent (21%) of his net income until the youngest daughter of the parties has attained the age of eighteen (18) or graduates from high school with her class, whichever is the latter event to occur. At that time, child support payments by the Husband shall cease.

(7) FEDERAL TAX EXEMPTIONS: Husband shall be allowed to claim as appropriate, payments made by Husband as support of the parties' minor children.

(8) HEALTH INSURANCE: Husband shall pay to Wife the sum of THIRTY-NINE ($39.00) DOLLARS per week, which Wife shall apply to pay for health insurance for the parties' minor children through her employer. Upon Husband becoming fully employed, and if his employment benefits allow, Husband shall maintain, through his employer, health insurance coverage for the benefit of the parties' minor children until that child has attained the age of eighteen (18) or graduates from high school with her class, whichever is the latter event to occur. Any uncovered medical expenses, including the deductible, shall be borne by the parties equally.

(9) MARITAL HOME: The parties own their home located at 756 Moorman's Arm Road, Nashville, Davidson County, Tennessee, as joint tenants by the entirety. The parties agree that the home will be awarded exclusively to Wife in fee simple, and she shall assume the first and second mortgage indebtedness thereon and hold Husband harmless

from any responsibility therefrom.

(10) HOUSEHOLD FURNITURE & FURNISHINGS: Husband shall be awarded all of the household furniture and furnishings currently in his possession and shall also be awarded a six foot bar previously owned by his mother and a glass and wood coffee table. Wife shall be awarded all the household furniture and furnishings in her possession and/or are located at the marital residence.

(11) VEHICLES: Wife shall be awarded the sole and exclusive ownership of the 1983 Buick Century and Husband shall be awarded the sole and exclusive ownership of the 1986 Buick Somerset.

(12) INSURANCE PROCEEDS: The parties having recently suffered a substantial fire at their residence are entitled to receive certain insurance proceeds estimated to be approximately $15,200.00. These proceeds shall be divided as follows: Husband shall received $4,000.00 in cash as his share of the proceeds. Husband shall receive credit for any and all arrearages owed to Wife as of the date of the final entry of this Order. Also, the parties agree that the replacement of the furniture, furnishings and belongings of the parties' minor children and of the Wife's shall have come equally from the parties' share of the insurance proceeds.

(13) DEBTS: Each party shall assume responsibility for their respective debts, taxes, loans, credit cards, and other obligations incurred after February 1, 1991.

(14) COURT COSTS & ATTORNEY'S FEES: Each party shall be responsible for payment of their respective attorneys fees, and the Court costs assessed with this action shall be divided equally between the parties.

(15) BANK ACCOUNTS: Each party shall retain the sole and exclusive ownership of their respective checking and savings accounts, if any.

(16) RETIREMENT ACCOUNTS/PENSIONS: The parties mutually agree that all right, title, and interest of the Wife in and to the funds on deposit in the pension account in the name of the Husband at Service Merchandise shall be, and hereby is, divested out of her and vested absolutely in the Husband, free and clear of any claim by the Wife.

(17) FAIRNESS OF AGREEMENT: The parties acknowledge that the

provisions of this Agreement are fair, adequate and satisfactory to them and in keeping with their accustomed standard of living and reasonable requirements.

(18) **ENFORCEMENT PROVISION:** In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorneys fees, expenses and Court costs in the enforcement of same.

(19) **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents, insurance documents, or instruments necessary to carry out the full purpose and intent of this Agreement.

(20) **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties. It supersedes any and all prior agreements between the parties. There are no representations or warranties other than those expressly set forth herein. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, misrepresentation, or for any reason not herein stated. The Wife has been represented by her attorney, Maureen H. Smith, 808 Broadway, Third Floor, Nashville, Tennessee 37203, and the Husband has been represented by his attorney, Jimmy L. Badger, 214 Second Avenue North, Suite 103, Nashville, Tennessee 37201. The Husband and Wife, by their signatures below, acknowledge that they have read this Agreement, that they have no questions concerning its meaning, and that it is fair and equitable, and it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

Glenda L White

GLENDA L. WHITE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named GLENDA L. WHITE with whom I am personally acquainted, and acknowledged that she executed the foregoing instrument for the purposes contained therein and made oath that the statements contained therein are true to the best of her knowledge, information and belief.

WITNESS my hand and official seal on the 3rd day of September, 1991.

MAUREEN H. SMITH
STATE AT LARGE
STATE OF TENNESSEE

My Commission Expires July 18, 1992

Maureen H. Smith
NOTARY PUBLIC

My Commission Expires: 7-18-92

Glenda L. White
GLENDA L. WHITE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named CHARLES MICHAEL WHITE with whom I am personally acquainted, and acknowledged that he executed the foregoing instrument for the purposes contained therein and made oath that the statements contained therein are true to the best of his knowledge, information and belief.

WITNESS my hand and official seal on the 3rd day of September, 1991.

Maureen H. Smith
NOTARY PUBLIC

My Commission Expires: 7-18-92

MAUREEN H. SMITH
STATE AT LARGE
STATE OF TENNESSEE

My Commission Expires July 18, 1992

It is further ORDERED, ADJUDGED AND DECREED by the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Glenda L. White, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED and ADJUDGED** that the addresses of the parties are as follows:

Glenda White
c/o Mr. & Mrs. Aaron Smith
701 N. 5th Court
Nashville, Tennessee 37208

Charles Michael White
2157 Richmond Hills Drive
Nashville, Tennessee 37207

It is further **ORDERED and ADJUDGED** that the costs of this cause are to be taxed equally against both parties, for all of which, execution may issue if necessary.

ENTER this 3rd day of Sept., 1991.

MURIEL ROBINSON-RICE
Judge

APPROVED FOR ENTRY:

Maureen H. Smith
Supreme Court No. 3135
Attorney for Wife
808 Broadway, Third Floor
Nashville, Tennessee 37203
(615) 726-0684

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree and Marital Dissolution Agreement has been hand delivered to Jimmy Badger, Attorney for Husband, 214-2nd Avenue, North, Suite 103, Nashville, Tennessee 37201, this the 3rd day of September, 1991.

Maureen H. Smith

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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* 3rd *day of* September, *19*91, *in Case Number* 91D-186 *between* Glenda L. White *Plaintiff, and* Charles Michael White *Defendant, as same remains of record in Book* 199C, *Page* 1690 *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* 22nd *day of* October *in the year one thousand nine hundred and* ninety-one *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Langford *D.C.*

Form #GR-117