2010/1992

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

EARNESTINE COLEMAN MAYO	)	
	)	
Plaintiff,	)	
	)	42-7-A
vs.	)	No. 91D-2761 12
	)	
CHARLES M. MAYO	)	BOOK 8530 PAGE 886
	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on the 12th day of November, 1991 before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff, on the grounds of Irreconcilable Differences. Upon hearing the testimony of Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Earnestine Coleman Mayo, whose address is 724 Heritage Square Drive, Madison, Tennessee 37115, is hereby awarded an absolute divorce from the Defendant, Charles M. Mayo, whose address is 300 Kate Street, Apt. B-10, Madison, Tennessee 37115, on the grounds of Irreconcilable Differences, T.C.A. §36-4-103(b) and the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of all property rights and child custody and support matters between the parties. The Court hereby approves the Marital Dissolution Agreement and the said Marital Dissolution Agreement in words and figures as follows:

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MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into at Nashville, Tennessee, on this the 22nd day of July, 1991, by and between EARNESTINE COLEMAN MAYO, hereinafter referred to as "Wife" and CHARLES M. MAYO, hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, the parties have experienced irreconcilable marital differences and have agreed to separate with the result that it is agreed the Wife shall institute divorce proceedings against the Husband, the same being Docket No. 91D-2761 in the Fourth Circuit Court of Davidson County, Tennessee, and

WHEREAS, the parties hereto desire to reach a voluntary disposition between themselves as to child custody and visitation, division of marital assets and liabilities, and other marital concerns, to enter into a contract for the settlement of such rights and obligations, not only for the present, but also for the future, and to have the provisions of such agreement incorporated into a Final Decree of Absolute Divorce subject to the approval of the aforementioned Court.

NOW THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. DIVORCE - The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval, and if approved, be made part of the Court's Final Decree.

2. SERVICE OF PROCESS - Each of the parties hereby acknowledges that a divorce action is to be filed by the Wife in the Fourth Circuit Court for Davidson County, Tennessee, under the above referenced docket number. Each of the parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process. Husband hereby waives his right to file an answer in this matter.

3. REAL ESTATE - The Wife shall be awarded the parties' marital residence located at 724 Heritage Square Drive, Madison, Davidson County, Tennessee 37115, to be hers absolutely and the Husband shall be divested of any; right, title, or interest therein and all interest shall vest solely in the Wife. Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 12 on the Second Revised Plan of Heritage Square, Phase One, as of record in Book 5200, page 282, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description.
>
> BEING the same property conveyed to Charles M. Mayo and wife, Earnestine Coleman Mayo, by deed from Marion Thurman and wife, Eva Thurman, of record in Book 5880, page 497, said Register's Office.

The Wife shall be solely responsible for the outstanding first mortgage indebtedness owed on said property, payable to First Tennessee Bank, Memphis, Tennessee, or any successor in interest, as well as any second mortgage or any other debt secured by said property and further shall hold the Husband harmless thereon. The Husband agrees to execute a quitclaim deed transferring all right, title and interest he has to said property to the Wife pursuant to the terms of this Agreement.

4. HOUSEHOLD FURNITURE AND FURNISHINGS - Each of the parties shall retain all household furniture and furnishing now in his or her possession. By their respective signatures affixed below these parties acknowledge that they have fully received their respective items of household furniture and furnishings and make no further claims one against the other for any such items of personal property. Each party hereto is hereby divested of any interest in the personal property in the possession of the other party hereto.

4. AUTOMOBILES AND VEHICLES - The Husband shall be awarded the 1981 Toyota two door automobile now in his possession. The Wife shall be divested of any right, title, or interest in and to said automobile and all interest shall vest solely in the Husband. The Husband shall be responsible for any outstanding indebtedness on said vehicle and shall hold the Wife harmless

thereon. The Wife shall be awarded the 1989 Chevrolet Corsica four door automobile now in her possession. The Husband shall be divested of any right, title, or interest in and to said automobile and all interest shall vest solely in the Wife. The Wife shall be responsible for any outstanding indebtedness on said vehicle and shall hold the Husband harmless thereon.

6. DEBTS - Each of the parties agrees to be responsible for any debt incurred since their separation in his or her own name and shall hold the other party harmless thereon. Further, each of the parties acknowledges that except as set forth in this Agreement, there are no joint debts of the parties. Further, each of the parties agrees to be responsible for any debts incurred in his or her own name prior to the separation of the parties. The parties further acknowledge that they have not incurred any debt in the name of the other party, and in the event that such a debt is discovered, the party incurring said debt agrees to hold the other party harmless for the debt itself, and in addition shall pay any attorney's fees, court costs or litigation expenses incurred by the other party in defending against said debt.

7. BANK ACCOUNTS, RETIREMENT ACCOUNTS - Each of the parties shall receive as his or her sole and separate property any checking account or savings account in his or her name alone, any investment accounts, IRA accounts or other retirement or pension accounts in his or her own name and the other party shall be fully divested of any right, title, or interest therein and all interest shall vest in the party whose name said accounts or pensions are titled.

8. CHILD CUSTODY AND SUPPORT - The parties hereto acknowledge that they are the parents of two children whose names and respective birth dates are as follows: Erica Perschon Mayo, born May 17, 1978, and Charita Dorcene Mayo, born January 10, 1980. It is hereby agreed by the parties that the Wife shall have the exclusive and absolute care, custody and control of these two minor children with the Husband to have the right to reasonable

visitation with these children as the parties may agree between themselves. In the absence of such agreement that the Husband shall have the following visitation rights: two weekend visits per month commencing on the second and fourth Fridays of each month at 6:00 P.M. and ending at 6:00 P.M. on the immediately following Sunday, two two-week periods of Summer visitation, and Thanksgiving Day and one week at Christmas, including Christmas Day with said Thanksgiving Day and Christmas Day visitation alternating so that in each year one party shall have the children or Thanksgiving Day and the other party shall have the children the following Christmas Day.

The Husband shall pay to the Wife as support for these children the sum of $300.00 per month commencing on the first day of the first month following the execution of this Agreement with said payment to be made directly to the Wife at her usual place of residence. This child support shall continue unabated until the younger of said children shall have turned eighteen or graduated from high school which ever event occurs last.

The Wife shall be responsible for paying medical insurance coverage for the children. Each party shall be responsible for one-half of any uninsured medical expenses incurred by these children.

This obligation of child support for these children on the part of the Husband shall be a continuing one and shall survive his death being an obligation of his estate. The parties agree that the Husband shall have no obligation to carry life insurance on his life. However, the Husband does agree that in the event he does carry a policy or policies of life insurance on his life he shall name his minor children above named in this Agreement as the beneficiaries of such life insurance.

9. ATTORNEY'S FEES AND COURT COSTS - Each of the parties shall be responsible for their own attorney's fees. The parties shall split the court costs in this cause.

10. MISCELLANEOUS PROVISIONS - Whenever one party is required by the terms of this Agreement to assume responsibility

for paying certain debts and/or indemnifying and holding the other party harmless from any liability therefore, such obligation shall be deemed to be a support obligation under 11 U.S.C., Section 523(5), which is not dischargeable in bankruptcy as to the other party.

In the event a creditor of either party makes a claim against the other party which is upheld by a Court of competent jurisdiction, to pay any debts for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim including reasonable attorney's fees.

In the event that it becomes reasonably necessary for either party to institute legal proceeding to procure the enforcement of any provision of this Agreement, he or she will also be entitled to a judgment for reasonable expenses including attorney's fees incurred in prosecuting said action.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the martial relationship now existing between the parties, which either party may now have or which might accrue to either in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force or effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, but solely of

their own free will and accord.

Earnestine Coleman Mayo
EARNESTINE COLEMAN MAYO

Charles M. Mayo
CHARLES M. MAYO

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named EARNESTINE COLEMAN MAYO, with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 22nd day of July, 1991.

Notary Public

My Commission Expires: 10-9-91

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named CHARLES M. MAYO, with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 19th day of July, 1991.

Notary Public

My Commission Expires: 10-9-91

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all provisions of the Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

IT IS FURTHER FOUND that, upon the certification thereto by Plaintiff's attorney, as witnessed by his signature affixed below, the child support schedule set forth in the parties' Marital Dissolution Agreement above is in compliance with the minimum Federal Guidelines for child support.

This the 27th day of November, 1991.

Judge

APPROVED FOR ENTRY:

EDWARD S. KELLY, JR. #2308
Attorney for the Plaintiff
STELTEMEIER & WESTBROOK
P. O. Box 150349
Nashville, TN 37215
Phone: 383-3327

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of this Final Decree has been sent by mail to the Defendant, Charles M. Mayo, 300 Kate Street, Apt. B-10, Madison, Tennessee 37115, on this the 27th day of November, 1991.

Edward S. Kelly, Jr.

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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* 27th *day of* November, *19* 91, *in Case Number* 91D-2761 *between* Earnestine Coleman Mayo *Plaintiff, and* Charles M. Mayo *Defendant, as same remains of record in Book* 201C, *Page* 1983 *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* 17th *day of* January *in the year one thousand nine hundred and* Ninety Two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Bill Riggs *D.C.*

Form #GR-117