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GEORGE ROGERS, CLERK
D. Stratton D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

SHERRY GAYL AMONETTE Plaintiff	)	
vs.	)	No. 91D-2616
WILLIAM TERRY AMONETTE, SR. Defendant	)	

FINAL DECREE BOOK 8582 PAGE 891

This cause came on to be heard this 20th day of March, 1992, before the Honorable James Everett, Judge, on the complaint of the Plaintiff Sherry Gayl Amonette, testimony of the Plaintiff, statement of counsel for the Plaintiff and the entire record. From all of this the Court is of the opinion and finds that the parties are experiencing irreconcilable differences and that the Plaintiff should be awarded an absolute divorce from the Defendant.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff Sherry Gayl Amonette be, and she is hereby, awarded an absolute divorce from the Defendant William Terry Amonette, Sr. and restored to all of the rights and privileges of an unmarried person.

The Court is of the opinion and further finds that the parties have entered into a marital dissolution agreement and the Court affirmatively and expressly finds that by this agreement the parties have made adequate and sufficient provisions for the custody and support of their minor child and that the parties have made an equitable division of their joint property and that said agreement should be approved and made a part of this order.

The mailing address for the Plaintiff Sherry Gayl Amonette is 805 Bellevue Road - B18, Nashville, TN 37221.

The mailing address for the Defendant William Terry Amonette, Sr. is 5001 Cambron Drive, Nashville, TN 37221.

It is further ORDERED, ADJUDGED and DECREED that the written marital dissolution agreement entered into by the parties be, and the same is hereby, incorporated and made a part of this divorce decree by causing same to be copied verbatim herein in words and figures as follows:

MARITAL DISSOLUTION, CHILD CUSTODY AND SUPPORT AGREEMENT

92 MAR 20 PM 2:12

GEORGE ... CLERK

THIS AGREEMENT made and entered into by and between Sherry Gayl Amonette (hereinafter referred to as the "Wife") and William Terry Amonette, Sr. (hereinafter referred to as the "Husband") at Nashville, Tennessee.

W I T N E S S E T H:

WHEREAS, there is a divorce action pending in the Probate Court for Davidson County, Tennessee (Docket No. 91D-2616) by and between the parties named above; and

WHEREAS, the parties acknowledge that by signing this agreement they have made an appearance, waived personal service or process and submitted themselves to the jurisdiction of the Probate Court of Davidson County, Tennessee, for the purpose of obtaining a divorce on the grounds of irreconcilable differences; and

WHEREAS, the parties hereto now desire to enter into this agreement for the purposes of determining custody of the parties' minor child and making final disposition of their jointly held property; and

WHEREAS, the parties hereto agree that in the event a divorce decree is granted to either party at any time after this date that the interests of the respective parties in all joint and marital property shall be determined by the terms of this agreement; and

WHEREAS, the parties have further agreed that this agreement shall be incorporated into and become a part of any divorce decree for the purposes hereinbefore stated;

NOW THEREFORE, in consideration of the premises and mutual agreements of the parties hereinbefore and after mentioned, the parties, and each of them agree as follows:

1. The Husband and Wife shall share joint custody of Mary Evelyn Amonette (born 3/27/76) with the provision that the child will reside with the wife.

2. The Husband shall have the right to visit with the child at reasonable times and the parties shall alternate or share equally the holidays and special occasions.

3. The husband shall pay directly to the wife the sum of Two Hundred Forty ($240.00) Dollars per month as child support. The parties certify that the amount of child support is in compliance with the Standard Tennessee Child Support Guidelines and shall not be reduced nor prorated unless specifically ordered by this Court.

4. The husband shall have and receive as his separate property the house and lot at 5001 Cambron Drive in Nashville, Tennessee. All of the wife's interest in said house and lot is hereby divested out of her and vested in the husband. The husband shall assume and pay the balance of the indebtedness to Lincoln Mortgage Company secured by said house and lot and shall protect the wife and hold her harmless on said indebtedness.

5. The Husband shall have and retain as his separate property all of the furniture, tools and his personal items currently situated in the house, the 1981 Ford pickup truck and the 1978 Trans Am. The husband shall pay the balance of the indebtedness to GMAC secured by said 1978 Trans Am and he shall protect the wife and hold her harmless on said indebtedness.

6. The wife shall have and retain as her separate property all of the furniture and persnal property currently in her possession, the 1990 Oldsmobile and the 1990 Chevrolet automobile. The Wife shall pay the balance of the indebtedness to GMAC secured by said 1990 Oldsmobile and said 1990 Chevrolet and she shall protect the husband and hold him harmless on said indebtedness.

7. The wife shall have and retain as her separate property the lot at Lake Tansi and all of the husband's interest in said lot is hereby divested out of him and vested in the wife. The wife shall pay the balance of the indebtedness to Lake Tansi, Inc. secured by said lot and she shall protect the husband and hold him harmless on said indebtedness.

8. The Wife shall maintain a policy of hospital and medical insurance on Mary Evelyn Amonette and the parties shall each pay one-half (1/2) of all hospital, doctor, dental, orthodontist, optometrist, ophthalmologist, and prescription

expenses incurred on behalf of said child which are not paid by insurance.

9. The husband and wife shall each pay one-half (1/2) of the balance of any federal income taxes due by the parties for the years 1987, 1988, 1989, and 1990.

10. The parties shall either file separate federal income tax returns for the year 1991 with the husband claiming the interest on the house and the wife claiming the minor child, and each being liable for their own tax due; or they may file a joint return and be equally liable for any tax due, whichever they agree upon.

11. The Wife shall pay the current balance due on the Visa account with the provision that the account shall be immediately closed and that the Husband shall not make any additional charges on said account.

12. The parties shall each pay their own attorney fees and the Wife shall pay the court cost.

13. The parties shall cooperate and execute all deeds, titles, releases and other documents requested by either party to carry out the terms and intentions of the Marital Dissolution, Child Custody and Support Agreement.

14. The Husband and the Wife acknowledge that this agreement is in their best interest and manifest best interest and ultimate welfare of their child and that this agreement constitutes the entire contract between the parties. The parties further acknowledge that the provisions of this agreement are fair, adequate, reasonable and satisfactory and that they accept these provisions in full satisfaction of all marital obligations of the Husband and the Wife to each other and that they each release and forever relinquish any claim which they may have against the other for alimony, support or property of any kind, except as provided and stated specifically herein.

IN WITNESS WHEREOF, the parties have entered into this agreement by subscribing hereto their respective signatures on the dates indicated.

Sherry Gayl Amonette 3/6/92
SHERRY GAYL AMONETTE DATE

William Terry Amonette Sr 2-26-92
WILLIAM TERRY AMONETTE, SR. DATE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, SHERRY GAYL AMONETTE, with whom I am acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of March, 1992.

Notary Public

My Commission Expires: 7-24-93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, WILLIAM TERRY AMONETTE, SR., with whom I am acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 26th day of February, 1992.

Notary Public

My Commission Expires: 5/28/95

It is further ORDERED, ADJUDGED and DECREED that the Answer and Counter Complaint filed by William Terry Amonette, Sr. are hereby withdrawn.

It is further ORDERED, ADJUDGED and DECREED that Plaintiff be restored to her maiden name of Sherry Gayl Lewis.

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff Sherry Gayl Amonette shall pay the cost of this cause for which execution shall issue if necessary.

JUDGE

C. EDWARD COOMER

Attorney for
Sherry Gayl Amonette
Suite 230
392 Harding Place
Nashville, TN 37211
No. 3896

JAMES C. VANCE

Attorney for
William Terry Amonette, Sr.
237 Old Hickory Blvd.
Bellevue, TN 37221

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IDENTIFICATION REFERENCE

MAR 25 9 29 AM '92

WILSON H. REGISTER
DAVIDSON COUNTY, TN

Mail
Wm. T. Amonette
5001 Cambrow Dr.
37221

9964 03/25 0101 01CASH 21.00

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* Probate *Circuit Court for Davidson County, Tennessee, on the* 20th *day of* March, *19* 92, *in Case Number* 91D-2616 *between* Sherry Gayl Amonette *Plaintiff, and* William Terry Amonette, Sr. *Defendant, as same remains of record in Book* 66B, *Page* 952 *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* March *in the year one thousand nine hundred and* ninety-two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Joe Adams *D.C.*

Form #GR-117