IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID DWAYNE SMITH,)
Plaintiff,)
)
V.) CASE NO. 91D-3315
)
JAYLIA DENISE WIMPY SMITH,)
Defendant.)

GEORGE C. ROGERS, Clerk
By [illegible] Deputy

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FINAL DECREE OF DIVORCE

This cause came on to be heard before the Honorable James R Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, on the 24th day of February, 1992, upon the original complaint of the Husband, personal service upon the Wife, testimony of the Husband, and the record as a whole, from all of which it appears to the Court and the Court finds as follows:

The differences between the parties have become irreconcilable and a divorce should be granted to the parties on the ground of irreconcilable differences.

The parties hereto have entered into a written Marital Dissolution Agreement which the Court finds to be a just and equitable settlement of the property rights of the parties, makes adequate and sufficient provisions for the custody and maintenance of the minor child of this marriage, and that said Agreement is made a part of this order by reference as if copied in full herein. Husband's address is 3899 Hartsville Pike, Lebanon, TN 37087. Wife's address is 306 Wiley Street, Madison, TN 37115.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Husband, David Dwayne Smith, have and is hereby awarded an absolute divorce from the Wife, Jaylia Denise Wimpy Smith, and the bonds of matrimony heretofore existing and subsisting between the Husband and Wife are hereby held for naught and the parties are hereby restored to all the rights and privileges of unmarried persons.

The parties have entered into a written Marital Dissolution Agreement which the Court finds to be a just and equitable settlement of the property rights of the parties, makes adequate and sufficient provisions for the custody and maintenance of the minor child of this marriage and that said

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Agreement is made a part of this order by reference as if copied in full herein and each party is ordered to abide by the terms thereof.

This cause is retained in this Court for the enforcement of this decree and the issuance of such future orders that may be necessary and Jerry L Vance, attorney for Husband, is relieved from any further responsibility as counsel of record.

The costs of this cause will be born by Husband for which execution may issue.

ENTER this 24th day of February, 1992.

JUDGE

APPROVED FOR ENTRY:

JERRY L VANCE, #10655
ATTORNEY FOR HUSBAND
6202 CHARLOTTE AVENUE
NASHVILLE, TN 37209-3030
PHONE: 352-1204

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed, postage prepaid, to Jaylia Denise Wimpy Smith, Defendant, 306 Wiley Street, Madison, TN 37115; this 24th day of February, 1992.

JERRY L VANCE

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID DWAYNE SMITH,)
Plaintiff,)
)
V.) CASE NO. 91D-3315
)
JAYLIA DENISE WIMPY SMITH,)
Defendant.)

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MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between DAVID DWAYNE SMITH, hereinafter called "Husband," and JAYLIA DENISE WIMPY SMITH, hereinafter called "Wife,"

WITNESSETH:

Whereas, the parties are lawfully married but are contemplating a divorce, and

Whereas, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

Whereas, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

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

1. Pending Action. The parties acknowledge that Husband has filed a divorce action in the Probate Court for Davidson County, Tennessee, Docket Number 91D-3315, which action is pending.

2. Child Custody. The Wife shall have custody and control of the minor child of the parties, David Marshall Smith.

3. Visitation. Husband shall have child visitation privileges with the minor child every other weekend from Friday at 6:00 P.M. until Sunday at 6:00 P.M. Husband shall further have the right of visitation with the parties' minor child for one month every summer beginning in 1992. Major holidays and birthdays shall be alternated and/or split as agreed upon by the parties.

4. Child Support. Husband shall pay to the Wife as child support the sum of Seventy-Five and 29/100ths Dollars ($75.29) per week. The parties have exhanged income and expense

statements, copies of which are attached hereto. This amount is in accordance with the child support guidelines.

5. Grandparent Visitation. The parties understand and agree that Husband's work schedule will sometimes prevent Husband from picking up the minor child at the times specified above. The parties agree that Husband's parents or either of them may pick up the minor child for visitation on such occasions.

6. Personal Property. Each party shall retain the personal property now in his or her possession and control, except that the Husband shall have the stereo stand and the 25" Magnavox television. Each party shall own and possess the above items of personl property free and clear of any claims of the other party.

7. Real Property. The parties own certain improved real property known as 306 Wiley Street, Madison, TN 37115. This property is more particularly described as follows:

> Being Lot No. 35, Block "A" on the Map of Overlook Estates, of record in Plat Book 843, page 105, Register's Office for said County, to which plat reference is hereby made for a more complete description. Being the same property conveyed to David D Smith and wife, Jaylea Smith by deed from Robert B Beck and wife, Marth Lu Beck, of record in Book 6727, page 97, Register's Office for Davidson County, Tennessee. This is improved property known as 306 Wiley Street, Madison, TN 37115.

Husband shall have all his right, title and interest in and to the above described property conveyed to Wife, except that Husband retains a lien on the property to secure payment to him of the sum of Two Thousand, Five Hundred Dollars ($2,500.00). Husband agrees to sign any documents which may be necessary in order to place title to said property solely in the Wife's name.

8. Indebtedness. Each party shall be solely liable on any indebtedness he or she has incurred since the separation. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses. The parties hereby agree that, except as herein described, each party shall be solely responsible for the timely repayment of any loans, debts, or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

9. Necessary Documents. Each party will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

10. Release. Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, inheritance, year support and all other property rights, except as provided for in this Agreement, as Husband, Wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

11. Understanding. It is further understood and agreed by and between the parties that this Dissolution Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

12. Necessity for Approval by Court. This Agreement is subject to the approval of the Court in the event a divorce is granted to either party in this matter. In the event that no divorce is granted, however, then this Agreement is of no force and effect.

13. Chapter 13 Bankruptcy Proceeding. Wife shall pay to Husband $25.00 per week as long as the parties are in Chapter 13 bankruptcy proceedings.

IN WITNESS WHEREOF, the parties have set their signatures on the 12th day of ~~November~~ February, 1992.

Jerry L Vance
JERRY L VANCE
ATTORNEY FOR PLAINTIFF

David Dwayne Smith
DAVID DWAYNE SMITH

Jaylia Denise Wimpy Smith
JAYLIA DENISE WIMPY SMITH

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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Personally appeared before me, Jerry L Vance, a Notary Public in and for said County and State, DAvid Dwayne Smith, to me known to be the person who executed the foregoing Marital Dissolution Agreement and acknowledged that he executed the same as his free act and deed.

Jerry L Vance
NOTARY PUBLIC

My Commission Expires: January 23, 1994.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Glenda S McAdams Notary Public in and for said County and State, Jaylia Denise Wimpy Smith, to me known to be the person who executed the foregoing Marital Dissolution Agreement and acknowledged that she executed the same as her free act and deed.

Glenda S McAdams
NOTARY PUBLIC

My Commission Expires: 7-24-93

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DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

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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* Probate *Circuit Court for Davidson County, Tennessee, on the* Twenty-fourth *day of* February, *19* 92, *in Case Number* 91D-3315 *between* David Dwayne Smith *Plaintiff, and* Jaylia Denise Wimpy Smith *Defendant, as same remains of record in Book* 66! , *Page* 361 *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 J. Clary *D.C.*

Form #GR-117