IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LARRY CRAIG JEWELL Plaintiff, v. TAMMY LYNN JEWELL, Defendant.	)	NO:91D-4085

083-01-0
6.00

FINAL DECREE

This cause came on to be heard on the 12th day of February, 1992, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court, Wilson County, Tennessee, on the Complaint for Divorce, upon the Marital Dissolution Agreement, the division of parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of the Plaintiff and the statements of counsel, from all of which the Court finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Husband is a fit and proper person to have custody of the parties' minor children; that the wife owes a duty to provide reasonable support for the parties' children; that the Marital Dissolution Agreement, heretofore executed by the parties is a fair and complete apportionment of the marital property and debts of the parties, and should be approved; and that the ninety (90) day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED and DECREED that Plaintiff, Larry Craig Jewell, be and is hereby, awarded an absolute divorce from Defendant, that he be restored to all the rights and privileges of an unmarried person, that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED and DECREED that the Martial Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the court. The Marital Dissolution Agreement is in words and figures as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LARRY CRAIG JEWELL,	)	
	)	
Petitioner,	)	
	)	
vs.	)	NO. 91D-4085
	)	
TAMMY LYNN JEWELL,	)	
	)	
Respondent.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **LARRY CRAIG JEWELL**, hereinafter referred to as "husband" and **TAMMY LYNN JEWELL**, hereinafter referred to as "wife";

W I T N E S S E T H:

WHEREAS, husband and wife are experiencing serious marital difficulties and are living separate and apart from each other; and,

WHEREAS, there is on file additional to this Marital Dissolution Agreement a Complaint for Absolute Divorce under docket number 91D-4085 ; and,

WHEREAS, the parties hereto desire to settle all questions of property rights between them, not in collusion, but fully aware that said Agreement is made subject to the approval of the Court.

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

1. Both parties acknowledge that there are two children born of this marriage, whose names and ages are respectively, Dawn Michelle Jewell, age 9 and Craig Allen Jewell, age 10.

2. The parties have agreed that the husband should have full custody of the minor children and that the wife shall have reasonable visitation with the minor children with proper notice.

3. The parties agree that the wife will pay reasonable child support in the amount of $200 per month. Said child support to be paid in weekly increments of $50 per week.

4. The parties agree that the husband is to maintian health insurance on the two minor children.

5. No action by the parties will be effective to reduce child support after the due date of each payment, and that the parties understand that Court approval must be obtained before child support can be reduced unless such payments are automatically reduced or terminated under the terms of this agreement.

6. Both parties acknowledge that they own real property located at 943 West Greenwood Avenue, Nashville, Tennessee 37206. The wife agrees to relinquish any and all interest in said residence and husband agrees to hold the wife harmless for all future mortgage payments thereon.

7. Wife is to retain possession of all household furniture and furnishings and husband specifically relinquishes all interest therein.

8. The parties agree that the wife shall have complete and sole ownership of the parties' 1976 Chrysler and husband relinquishes all interest in said personal property. Wife agrees to hold the husband harmless from any and all indebtedness on said personal property. The payment of this debt by the wife is considered alimony and a non-dischargeable debt in bankruptcy.

9. Both parties agree that as of August 22, 1991, each party is responsible for any individual debts incurred.

10. The parties agree that all proceeds with reference to their 1991 Federal income tax return will be paid to the Husband and wife relinquishes any and all interest in the same

11. Husband agrees to pay all attorney fees, courts costs associated with these legal proceedings.

12. Both parties agree and acknowledge that other than herein stated there exists no additional real or personal properties and or martial debts except as specifically set forth in this document referred to as Marital Dissolution Agreement.

13. The parties desire that this Agreement be incorporated as part of any final decree of divorce that may

hereafter be entered in the Circuit Court of Davidson County, Tennessee, or any other having appropriate jurisdiction to the parties and the parties agree that it shall be submitted to the Court for its ratification and approval.

14. It is understood and agreed between the parties, as part of the consideration of the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

15. It is understood and agreed between the parties that this Agreement is intended to give final settlement of all property rights of the respective parties hereto and as a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other, all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Wife and Husband, or any property that either may acquire in the future.

16. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

17. Wife understands that William D. McGee is acting as attorney for Husband and Mr. McGee, by virtue of this Agreement, is advising Wife of her right to seek counsel on her own and is further advising her that she need not execute this Agreement without submitting it to counsel of her own choosing. Wife acknowledges with his signature that she is satisfied with this Agreement and understands the position of counsel who prepared it.

18. Wife further understands that this Agreement will be filed with husband's Complaint for Divorce upon irreconcilable differences and that she will not be served with process by the sheriff after filing. That her signature to this Agreement

constitutes a waiver of service of process. Wife will receive a copy of the Complaint and will receive notice of all settings and copies of all pleadings or Orders filed in the divorce case.

19. This Agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly and with full knowledge of the financial condition, nature, character and value of the other's estate. Each party acknowledges that this Agreement has been entered into of his or her own volition. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this Agreement, other than the representations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 25th day of October, 1991.

Larry Craig Jewell
LARRY CRAIG JEWELL

Tammy Lynn Jewell
TAMMY LYNN JEWELL

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the said County and State, the within named **LARRY CRAIG JEWELL** with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this the 25th day of October, 1991.

...H.T.F.S. MARCH FOURTH 1992

Patricia W Hall
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/27/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, in and for the said County and State, the within named TAMMY LYNN JEWELL, whom I am personally acquainted who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 25th day of October, 1991.

Patricia W Hall
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/27/93

It is further ORDERED, ADJUDGED AND DECREED that the real property and homeplace of the parties located at 943 West Greenwood Avenue, Nashville, Tennessee 37206 shall be and is the sole and separate property of the Husband. Any and all interest that the Wife heretofore claimed and/or held is divested unto the Husband and he will assume all indebtedness thereon. The Court finds that said real estate is located in Davidson County, Tennessee, said legal description as follows:

> Being Lot Nos. 4 and 5, Jewell Place, "Subdivision of Part of Lot 5 on the Plan of the Johnson & Smith Property recorded in Book 38, page 539," of record in Book 2854, page 93, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of said lots.
>
> Being the same property conveyed to Larry Craig Jewell by deed of Virgil W. Jewell and wife, Barbara Jewell, dated November 1, 1990 of record in Book 8229, page 669, Register's Office, Davidson County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED and this Court finds that all provisions for payment of child support under the Marital Dissolution Agreement are subject to and within the state statutory guidelines as enumerated under Tennessee Code Annotated 36-5-101. The parties must affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and that they understand that court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of the agreement.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the cost deposit heretofore paid to the clerk of this Court shall be applied to the cost of this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Execution may issue if necessary to enforce any of the provisions of this decree.

Pursuant to Tennessee Code Annotated 36-2-106, the following information is provided:

(a) address of wife: 943 W. Greenwood Avenue
Nashville, TN 37206

address of husband: 139 Oak Valley Drive
Nashville, TN 37207

Employer of wife: Shoney's Restaurant, Inc.
location unknown

14 04/02 0101 01CASH 24.00

JUDGE

APPROVED FOR ENTRY:

WILLIAM D. McGEE, #9552
ATTORNEY FOR HUSBAND
Suite 200
430 Third Avenue, North
Nashville, TN 37201
(615) 244-7271

IDENTIFICATION REFERENCE
APR 2 3 35 PM '92
DAVIDSON COUNTY, TN
38060

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing instrument has been mailed to Ms. Tammy Lynn Wilson, 943 W. Greenwood Avenue, Nashville, TN 37206, on this the 2nd day of February, 1992.

WILLIAM D. McGEE

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* Fourth *day of* March, *19* 92, *in Case Number* 91D-4085 *between* Larry Craig Jewell *Plaintiff, and* Tammy Lynn Jewell *Defendant, as same remains of record in Book* 204A, *Page* 49 *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* 2nd *day of* April *in the year one thousand nine hundred and* Ninety-two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117