IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LEANN M. TOOMBS,
WIFE,

VS.

RANDALL B. TOOMBS,
HUSBAND.

NO. 89D-3764

BOOK 8611 PAGE 802

FINAL DECREE

This cause came on to be heard on the 26th day of February, 1990 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Wife, Answer of the Husband having been withdrawn in open Court, upon the written Marital Dissolution Agreement executed by the parties, upon the testimony of the Wife and the statements of counsel and upon the entire record from all of which the Court finds that there exist such irreconcilable differences in the marriage that the Wife should be awarded an absolute divorce from the Husband. The Court further affirmatively finds that the written Marital Dissolution Agreement tendered to the Court makes an equitable settlement of all property rights between the parties and further makes adequate and sufficient provision for the custody and support of the parties' minor children.

The Court further finds that the agreed upon child support provisions are consistent with Title IV-D guidelines as required by T.C.A. § 36-5-101(e)(2).

IT IS THEREFORE ORDERED that the Wife, LEANN M. TOOMBS, be, and she hereby is, awarded an absolute divorce from the Husband, RANDALL B. TOOMBS, on the ground of irreconcilable differences.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement be, and it hereby is, approved and made a decree of this Court, the same being incorporated herein in words and figures as follows:

4719 02/28 0101 01CASH 27.00

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LEANN M. TOOMBS,
WIFE,
VS.
RANDALL B. TOOMBS,
HUSBAND.

1990 FEB 26 PM 3:21
NO. 89D-3764
D.C.

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into this 16th day of ~~January~~ February, 1990, by and between LEANN M. TOOMBS, hereinafter referred to as "Wife", and RANDALL B. TOOMBS, hereinafter referred to as "Husband";

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for absolute divorce styled LEANN M. TOOMBS v. RANDALL B. TOOMBS, and bearing Docket No. 89D-3764; and

WHEREAS, the parties desire to agree upon and fix their rights and duties with regard to their respective estates and all other matters concerning their rights and duties arising by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all other matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

I. CHILDREN.

The parties acknowledge that two (2) children have been born during the marriage: AMANDA DAWN TOOMBS, age five (5), and CHARITY LEIGH TOOMBS, age four (4).

A. CUSTODY.

The Mother shall have exclusive care, custody and control of the minor children.

B. VISITATION.

The Husband shall have such reasonable visitation with the minor children as may be agreed upon by the parties. The parties

reserve the right to move the Court to set specific visitation should circumstances so require.

C. PERIODIC SUPPORT.

The Husband shall pay directly to the Wife the sum of One Hundred Ninety-Three Dollars ($193.00) every two (2) weeks. The parties acknowledge that the Husband's net pay has been computed by deducting from his gross pay FICA and income tax calculated for (1) dependent and that the amount of child support agreed upon herein is in accord with T.D.H.S. Title IV-D guidelines as required by T.C.A. § 36-5-101(e)(2).

The Husband acknowledges that his obligation to pay support for the minor children shall continue until the younger child reaches the age of 18 years or the high school class of which she is a member graduates, whichever last occurs. The parties further acknowledge that the amount of child support agreed upon herein shall not be reduced or prorated without the permission of the Court.

D. HEALTH INSURANCE.

The Wife agrees to maintain such medical, dental and other health insurance for the minor children as is available through her employer. The Husband shall be responsible for the payment of all other medical, dental, optometric, orthodontic, psychological and psychiatric expenses for the child not covered by the Wife's insurance. The Parties shall cooperate in the filing of medical insurance claims to the extent required by the Wife's insurance carrier, all with the purpose and intent of receiving the promptest payment and reimbursement of medical expenses for the minor children.

II. REAL PROPERTY.

The Wife shall receive the real property presently owned by the parties as tenants by the entirety and located at 2500 Barton Avenue, Davidson County, Tennessee. The Husband shall execute a quitclaim deed to the Wife on or before the entry of the final decree of divorce. The Wife shall have exclusive possession of the residence from and after the execution of this agreement.

The Wife shall be responsible for the mortgage on said property, real property taxes, except as provided in Article VI herein below, insurance, additional assessments, if any, utilities and maintenance. The Wife further agrees to indemnify and hold the Husband harmless for such payments.

Upon the sale of the property, the occurence of which shall be in the sole discretion of the Wife, the Husband shall receive the sum of $15,000 as his equity interest in the property.

III. PERSONAL PROPERTY.

A. HOUSEHOLD GOODS. The Husband shall receive the following property from the marital residence:

Air-conditioning and mechanic tools

Homemade trailer

Pocket knife collection

Queen-size bed and linens

Antique radio

Stereo cabinet

Antique child's secretary

Recliner and lamp

Microwave

VCR

Oak desk

The Wife shall receive all other property located at the marital residence.

The Husband shall have thirty (30) days from the entry of the final decree to remove the above-listed property from the marital residence. Should he fail to do so, said property shall become the property of the Wife.

B. AUTOMOBILES. The Husband shall receive the 1982 Truck which is presently unencumbered. The Husband shall be responsible for all insurance and maintenance thereon and shall indemnify and hold the Wife harmless for any liability arising out of his use or possession of the truck. The Wife agrees to execute any document necessary to transfer sole title of the truck to the Husband.

C. FINANCIAL INSTITUTION ACCOUNTS.

All joint accounts have been closed and the monies on deposit in each divided to the satisfaction of the parties. Any account in the individual name of either party shall belong to such party free of any claim of the other.

D. PENSION BENEFITS.

That each party hereby expressly and affirmatively waives any claims that he or she may have to the other's pension plans or other employment benefits except as expressly stated herein.

IV. DEBTS.

Except as otherwise provided herein, each party shall be responsible for all debts in his or her individual name and shall indemnify and hold the other harmless therefor.

V. LIFE INSURANCE.

The present life insurance policies now in force and effect on the life of the Husband shall be continued to ensure the payment of periodic child support after the death of the Husband. The Husband shall name Hazel Toombs as Trustee who shall receive the proceeds and distribute the same to the children's custodian in satisfaction of said continuing obligation.

VI. FEDERAL TAX RETURN.

The parties agree to file a joint tax return for the year ending December 31, 1989, and anticipate receiving a tax refund. The parties shall apply said refund first to the payment of the 1988 real property taxes which are in arrears, next to the payment of the 1989 property taxes which are due and payable on or before February 28, 1990. Any portion of the refund remaining shall be divided equally by the parties.

VII. ATTORNEY'S FEES AND COSTS.

Each party shall be responsible for his or her own attorney's fee incurred in connection with the divorce proceeding. The parties shall divide equally those costs over and above the initial cost of filing.

VIII. DISCLOSURE.

Each party is fully and completely informed of the financial and personal status of the other and each of them has given full

and mature thought to the meaning of this Agreement and all of the obligations contained herein, and each of the parties understands the Agreement and the obligations assumed by the other, which are assumed with the express understanding and agreement that they are in full satisfaction of all obligations, unless otherwise provided herein, which each of the said parties has or might hereafter or otherwise have toward the other.

IX. RELEASE.

Each of us having had our respective rights and duties fully explained to us by our respective counsel, in consideration of the promises contained herein, does hereby forever release, waive and discharge the other from any right, duty or obligation for support or maintenance, and to any part or share of the property of each other, and all other claims, causes of action, suits or debts, relating to or sounding in contract, tort, property loss or damage, and of every kind and nature, in law or in equity, except as this agreement otherwise provides.

X. FUTURE ENFORCEMENT.

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

XI. EFFECTIVE DATE.

Unless otherwise provided herein, all provisions contained in this Agreement shall be effective upon the execution hereof.

XII. ACKNOWLEDGEMENT.

The parties acknowledge that the terms and conditions contained in this Agreement make adequate and sufficient provisions for the custody and maintenance of the minor child and for the equitable settlement of all property rights between them.

XIII. INCORPORATION.

The parties agree that this Agreement, subject to the Court's approval, shall be incorporated in and made a part of any Decree of Divorce which may be entered hereinafter.

IN WITNESS THEREOF, the parties hereto have set their signatures this 16 day of ~~January~~ February, 1990.

LEANN M. TOOMBS

RANDALL B. TOOMBS

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 LEANN M. TOOMBS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 24th day of January, 1990.

Notary Public

My commission expires: 3/11/91.

STATE OF TENNESSEE)
)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned, a Notary public in and for said County and State, the within named RANDALL B. TOOMBS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Murfreesboro, Tennessee, on this the 16th day of ~~January~~ February, 1990.

Notary Public

My commission expires: August 5, 1993.

IT IS FURTHER ORDERED that the child support payments set forth herein shall not be reduced or prorated pending further orders of the Court.

IT IS FINALLY ORDERED that the costs of this cause over and above the initial cost of filing shall be taxed equally to RANDALL B. TOOMBS and LEANN M. TOOMBS for which amount let execution issue if necessary.

ENTER this 26th day of February, 1990.

JUDGE

APPROVED FOR ENTRY:

Vicky V. Klein #10015
Attorney for Wife
405 Two Mile Pike
Goodlettsville, TN 37072
(615) 859-6160

CERTIFICATE OF SERVICE

The undersigned hereby certifies that an exact copy of the foregoing Final Decree has been mailed, postage pre-paid, to Mr. David Loughry, Attorney for Husband, P. O. Box 5062, Uptown Station, Murfreesboro, Tennessee 37133-5062, on this 26th day of February, 1990.

VICKY V. KLEIN

Current addresses of the parties:

LEANN M. TOOMBS
2500 Barton Avenue
Nashville, Tennessee 37212

RANDALL B. TOOMBS
c/o Hazel Toombs
1710 Avon Road
Murfreesboro, Tennessee 37129

BOOK 8611 PAGE 810

PICK-UP

Davidson County

IDENTIF. REFERENCE

05349

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* 26TH *day of* FEBRUARY, *19* 90, *in Case Number* 89D-3764 *between* LEANN M. TOOMBS *Plaintiff, and* RANDALL B. TOOMBS *Defendant, as same remains of record in Book* 184C, *Page* 2059 *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* 28TH *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 Clay M. Hardin *D.C.*

Form #GR-117