D-Bal

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1992 MAY -5 PM 3:39
GEORGE L. ROCKER, CLERK
D.C.

JAMES PAYTON KNIGHT,	X	
	X	
PLAINTIFF/HUSBAND,	X	
	X	
VS:	X	CASE NO.: 91D-4143
	X	
KIMBERLY DENISE ERVIN KNIGHT,	X	
	X	
DEFENDANT/WIFE.	X	

BOOK 8624 PAGE 961

FINAL DECREE

THIS CAUSE came to be heard on the 5th day of May, 1992, in the Probate Court for Davidson County, Tennessee, before the Honorable James R. Everett, Jr., Judge, on the complaint for divorce filed by the Plaintiff, the answer and counter-complaint of Defendant, answer to the counter-complaint, and subsequent motion to dismiss counter-complaint, and upon testimony of Plaintiff, statements of counsel for Plaintiff, and upon the entire record, from all of which the Court finds that the parties have suffered irreconcilable differences in their marriage; that Plaintiff should be granted an absolute divorce on grounds of irreconcilable differences; and that Defendant's motion to dismiss counter-complaint should be granted.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, JAMES PAYTON KNIGHT, is hereby awarded an absolute divorce from the Defendant, KIMBERLY DENISE ERVIN KNIGHT, on the grounds of irreconcilable differences, T.C.A. §36-4-103(11), and Defendant's counter-claim is dismissed.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties under their Marital Dissolution Agreement and more specifically, the terms of that Agreement are as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
MAY 3 1992
GEORGE L. ROWER, Clerk
By R. Stratton Deputy

JAMES PAYTON KNIGHT,	X	
	X	
PLAINTIFF/HUSBAND,	X	
	X	
VS:	X	CASE NO.: 91D-4143
	X	
KIMBERLY DENISE ERVIN KNIGHT,	X	
	X	
DEFENDANT/WIFE.	X	

BOOK 8624 PAGE 962

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into on the day hereinafter shown, by and between JAMES PAYTON KNIGHT, Plaintiff/Husband, and KIMBERLY DENISE ERVIN KNIGHT, Defendant/Wife.

RECITALS:

1. The parties hereto are Husband and Wife, they having married in Rutherford County, Tennessee, on September 6, 1986; and

2. Since October 9, 1991, the parties have ceased marital relations and have no expectation of resuming marital relations; and

3. There are no children born of this marriage; and

4. It is the desire of the parties to enter into an agreement under which their respective financial and property rights and obligations arising out of the marriage relation or otherwise shall be fully prescribed and bounded; and

5. The parties hereto each warrant and represent to the other that they, and each of them, fully understand all of the terms, covenants, conditions, provisions and obligations encumbered upon each of them by virtue of this agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable and to their respective individual best interest; and

6. It is understood by the parties that the terms of this Agreement constitute a division of the properties and obligations of the parties whether or not a divorce is granted to either party by the Court; further, that upon the entry of a divorce decree in favor of either of the parties, this Agreement shall be incorporated into and made a part of such decree, and thereby be made enforceable by contempt of court proceedings if necessary.

This Agreement is not intended nor shall it be construed to be an agreement for divorce. Both parties shall have the right to appear in Court and contest such action. Each party hereby waives any right to apply to any court for modification of this Agreement prior to the final decree of divorce.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree as follows:

1. Child Support and Alimony. Both of the parties are employed, and there are no children born to this marriage, hence no custody or support arrangements.

2. Attorney Fees and Costs. Each of the parties shall pay their own attorneys' fees, and the first court costs up to $100.00 shall be paid by the Husband. The next $100.00 of court costs shall be paid by the Wife, and any such remaining unpaid costs shall be paid in equal shares by the parties. The Husband shall receive the divorce and the Wife's maiden name of Ervin shall be restored.

3. Agreement shall be part of Decree. This Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce, which may be entered hereafter in relation to the parties.

4. Settles all property rights. This Agreement shall constitute an agreed division of all joint obligations and properties and is a final settlement of all property rights.

5. Disposition of Real Property. The house at 1420 Tradewinds Court shall go to the Husband with possession on May 2, 1992. If the Wife has not vacated and surrendered the property on such date, she shall pay to the Husband $25.00 for each additional day of occupancy by herself or her property after such date. The Husband agrees to hold harmless the Wife from any claim or damages pertaining to the mortgage lien on such property. The Wife shall, on the date of filing of a final decree in this cause, execute a quit-claim deed of her interest in such property to the Husband. Provided, in addition, that in the event the Husband decides, within one year after date of entry of a final decree in this cause, to keep the property as his home instead of selling it, he shall forthwith pay to the Wife the sum of $3,000.00, and the Wife is hereby granted a lien on such property to secure such payment; and, provided further, that in the event the Husband decides, within the same period, to sell such property, he shall continuously list the property for sale with an agent or agents subscribing to Multiple Listing Service, until the property is sold; upon closing of the sale such lien shall become void and the parties shall share equally the net profit or loss from such sale. If the Husband has not, within one year after the commencement of such property listing entered into a valid contract leading to the sale of such property he shall pay to the Wife forthwith the sum of $3,000.00 and said lien shall be released by the Wife.

6. Division of Personal Property Existing at Time of Separation - To Wife: The following listed items shall be and become the sole property of the Wife:

(1) Couch and love seat and their end tables

(2) Couch lamps and Bedroom lamps (4), and all wall hangings

(3) All Counter-top appliances, except food processor and counter-top oven and any other appliances which were gifts from Husband's family

(4) All silver wedding gift flatware and fine China wedding gifts, and other wedding gifts, except any wedding gifts given by Husband's family.

(5) All daily China

(6) All kitchenware and cookware, except Farberware, knife set and set of 6 glasses and pitcher

(7) Bed and table linens, except those for daybed

(8) Minolta Camera

(9) Dryer and all other items brought into the marriage by Wife

(10) 1990 Honda (encumbered) - Refinancing to be in Wife's name by May 15, 1992; otherwise, money payable to Wife under subparagraph 6(14) following shall be applied first to reduction of the Honda lien

(11) Wife's apparel and personal effects

(12) Wife's jewelry and compact disc

(13) 27-inch Sony Television without remote control

(14) $8,000 to be made first out of the 1991 IRS refund due the parties (some $2,500) and the balance from the marital increase in Husband's holdings, such as Service Merchandise Retirement Plan, Corporate Stock Employee Smart Plan, Mutual Fund Shares, and bank accounts, payable as set forth in sub-paragraph 7(11) following

(15) Washer

(16) Pine bedroom suite and bed cloths (Husband to pay $1,100 lien against same)

(17) One Tubular aluminum Outdoor lounge chair and large foam cushion

(18) Vacuum cleaner and electric broom and household cleaning equipment

(19) Christmas decorations, except wreath given by Husband's sister

(20) Ironing board

(21) Escrow surplus refund from mortgage company (some $160 already received)

(22) Receiver with small speakers

(23) VCR, hammer and screwdriver

(24) Conversion of Husband's employee medical insurance at Wife's expense, for maximum statutory term.

(Antique desk shall be returned to owner, Husband's parents)

All of the Husband's right, title and interest in the above-described items going to the Wife are hereby divested out of the Husband and vested in the Wife, and Wife agrees to hold harmless the Husband from any loss or claims relating thereto, except Husband's obligation to pay off loan on pine bedroom set.

7. Division of Personal Property Existing at Time of Separation - to Husband: The following listed items shall be and become the sole property of the Husband:

(1) 1986 Toyoto 4-Wheel Drive (encumbered in Husband's name)

(2) Recliners (2) (encumbered to full FMV) and lamp and table that go with them

(3) Microwave and cart and gas grill and all items brought into marriage by Husband

(4) Boat and all boat accessories, including all camping and fishing equipment

(5) Sony Ghetto Blaster brought into marriage

(6) Gifts from Husband's family, including, but not limited to Antique dishes and Silver gifts (except silver flatware)

(7) Cassette deck, head phones, stereo stand, Technic speakers and compact disc

(8) Refrigerator and Iron

(9) Mantel clock and fireplace set

(10) 26-inch console Sony Television with remote control

(11) Marital increase in Husband's holdings, such as Service Merchandise Retirement Plan corporate stock, Employee Smart Plan, Mutual Fund Shares and bank accounts; provided, however, that out of same Husband shall pay to Wife a sum equal to $8,000 less the amount of the 1991 IRS refund due the parties, as division of property; payable $3,000 on date of execution of this Agreement, balance within three months after date of filing of final decree in this cause

(12) Husband's apparel, personal effects, garden and garage tools, including power hand tools

(13) Porch furniture, rockers, and patio furniture (4 chairs, lounge chairs, table, umbrella and cushions)

(14) Day bed and its bed clothes and one-half of bath linens

(15) All area rugs in the home and all curtain and window treatments in the home, and Christmas wreath

(16) Antique table and six chairs

(Antique desk returned to owner, Husband's parents)

All of the Wife's right, title and interest in the above-described items are hereby divested out of the Wife and vested in the Husband, and Husband agrees to hold harmless the Wife from any claim or loss relating to purchase money liens on such personal property.

8. Division of Debts:

Wife to pay all obligations incurred in her name, including but not limited to:

Visa Card (in Wife's name)

Dillard's Card (in Wife's name)

Discover Card (in Wife's name)

Dr. Haydel (in Wife's name)

Lien on her Honda

Husband to pay all obligations incurred in his name, including, but not limited to:

Texaco Card (in Husband's name)

Sears Card (in Husband's name)

Money borrowed from his employee Smart Plan to buy pine bedroom set

Unpaid balance owed on blue recliners

Lien on his Toyota

Each party shall pay all charges which he or she has originated subsequent to October 9, 1991 and each shall hold harmless the other from claims or losses they hereby assume.

9. Husband and Wife, at any time and at all times upon request by the other or his or her legal representatives, shall make, execute and deliver any and all of such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement without charge therefor.

10. This Agreement shall not be amended or modified or deemed amended or modified except by an agreement in writing signed by the parties. Nothing in this agreement shall be construed as limiting the parties access to the courts.

11. Both parties acknowledge that this is a fair agreement and that it is not the result of any fraud, duress or undue influence exercised by either party upon the other or by any other person or persons upon either.

12. This agreement contains the understanding of the parties who hereby acknowledge that there have been no representations, warranties, covenants or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement on the date evidenced in the acknowledgment following.

James Payton Knight
JAMES PAYTON KNIGHT

Kimberly Denise Ervin Knight
KIMBERLY DENISE ERVIN KNIGHT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, the within named JAMES PAYTON KNIGHT, with whom I am personally acquainted, or who presented adequate evidence of identification, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and as his own free act and deed.

WITNESS my hand and official seal on this the 27th day of April, 1992.

Debra A. Randall
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-25-95

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, the within named KIMBERLY DENISE ERVIN KNIGHT, with whom I am personally acquainted, or who presented adequate evidence of identification, and who acknowledged that she executed the foregoing instrument for the purposes therein contained and as her own free act and deed.

WITNESS my hand and official seal on this the 23rd day of April, 1992.

Ann Marie Guilliams
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/23/96

IT IS THEREFORE FURTHER ORDERED, ADJUDGED and DECREED by the Court that each of the parties, they being JAMES PAYTON KNIGHT, 2537 Meadowood Drive, Nashville, TN 37214; and KIMBERLY DENISE ERVIN KNIGHT, 1420 Tradewinds Court, Nashville, TN, are vested with all the rights and privileges of an unmarried person; that the parties' Marital Dissolution Agreement is ratified and made a part of this Final Decree; that the Defendant's former surname of Ervin is restored; and that the first court costs up to $100.00 shall be paid by the Plaintiff and the next $100.00 of court costs shall be paid by the Defendant, and any court costs thereafter remaining unpaid shall be paid in equal shares by the parties, for all of which execution may issue if necessary.

ENTER this 5 day of May, 1992.

HONORABLE JAMES H. EVERETT, JR.,
JUDGE

APPROVED FOR ENTRY BY:

CLYDE PAUL HOLLAND, #2529
Attorney for Plaintiff
2628 OLD LEBANON ROAD
NASHVILLE, TN 37214
(615) 889-8888

Thomas D. Steele, #_____
Attorney for Defendant
604 Stahlman Building
Nashville, TN 37201
(615) 242-6497

09839
IDENTIF. TREFERENCE
MAY 13 9 19 AM '92
FELIX A. WILSON REGISTER
DAVIDSON COUNTY TN.
MAIL ENV.
6254 05/13 0101 03CHECK 36.00

BOOK 8624 PAGE 972

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* fifth *day of* May, *19* 92, *in Case Number* 91D-4143 *between* James Payton Knight *Plaintiff, and* Kimberly Denise Ervin Knight *Defendant, as same remains of record in Book* 67A, *Page* 166 *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* 12th *day of* May *in the year one thousand nine hundred and* ninety-two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sandra Adams *D.C.*

Form #GR-117