1430/347

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

1992 MAR 12 PM 3:11

GEORGE L. ...

Anita Lucile Howerton (Wareing)
#3 Sycamore Court
Antioch, Tennessee 37013

Plaintiff/Wife,

vs.

Granville Gene Howerton
2040 Nuuanu Avenue
Honolulu, Hawaii 96817

Defendant/Husband.

BOOK 8634 PAGE 228

NO. 91D-4338

Notice of Entry Required

...CLERK DAVIDSON COUNTY TN
MAY 26 3 48 PM '92

IDENTIF. REFERENCE

133486

FINAL DECREE

This cause came to be heard on the twelfth day of March, 1992, before the **Honorable Marietta Shipley**, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by Plaintiff/Wife and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; service of process was obtained on Defendant/Husband on December 7, 1991, and he the signed and notarized Marital Dissolution Agreement filed with this Court in accordance with the provisions of Tennessee Code Annotated, § 36-4-103 (a) (3); testimony of the Plaintiff/Wife; statement of counsel and the entire record in this cause, from all of which the Court is of the opinion and finds as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between Anita Lucile Howerton, hereinafter called "Wife", and Granville Gene Howerton, hereinafter called "Husband".

0211 05/26 0101 03CHECK 30.00

W I T N E S S E T H

WHEREAS, the parties are married and there is one (1) minor child of the marriage; and

WHEREAS, both parties agree and stipulate that this Agreement makes full and adequate provisions for the distribution of the property and child support and custody

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

91 DEC -9 PM 3:33

GEORGE L. ACKER, CLERK

C. Hardin D.C.

ANITA LUCILE HOWERTON,

Plaintiff,

vs.

GRANVILLE GENE HOWERTON,

Defendant,

NO. 91D-4338

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between Anita Lucile Howerton, hereinafter called "Wife", and Granville Gene Howerton, hereinafter called "Husband".

W I T N E S S E T H

WHEREAS, the parties are married and there is one (1) minor child of the marriage; and

WHEREAS, both parties agree and stipulate that this Agreement makes full and adequate provisions for the distribution of the property and child support and custody of the minor child of the parties; and

WHEREAS, both parties have full knowledge of, and have made full disclosure of all separate and marital assets; and

WHEREAS, wife is represented by Helen S. Rogers, attorney, and the opposing party has obtained independent advice or waived same and is not relying upon the advice or services of Helen S. Rogers;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

(1) **CHILD CUSTODY AND SUPPORT** The Wife shall be the sole custodian of the parties' minor child, Jeremy Ralph Howerton, with reasonable visitation to the Husband at reasonable times and places. Husband shall pay child support in the amount of Five Hundred ($500.00) Dollars per month, until such time as the minor child graduates from High School, or reaches the age of eighteen (18) whichever occurs last. This support is in excess of the Tennessee Uniform Guidelines for Child Support based on the Husband's current income of Twenty-nine Thousand ($29,000) Dollars per year. Additionally, once the child has reached the age of eighteen (18), the Husband agrees to pay an amount equal to fifty percent (50%) of all costs for tuition, books, room and board, and any fees or assessments for the minor child to attend the college of his choice.

(2) **CHILD'S BANK ACCOUNTS** In addition, the Husband, and Wife

disclaim all interest in any separate or joint accounts which they hold in the name of the minor child, and which have been designated by the parties for the child's benefit and for his educational needs.

(3) **ALIMONY** The Husband agrees to pay to the Wife alimony in the amount of Three Hundred ($300.00) Dollars per month, until such time as the minor child reaches the age of eighteen (18) or graduates from his regular High School class whichever occurs last. Alimony shall then be increased when the child turns eighteen (18) years or graduates from High School whichever occurs last to Five Hundred ($500.00) Dollars per month, until such time as the minor child moves away from home, and the marital condominium at #3 Sycamore Court, Antioch, Tennessee is sold. Such alimony of Five Hundred ($500.00) Dollars per month shall continue for a maximum of four (4) years.

Husband also agrees to pay One Thousand ($1,000) Dollars per semester toward the Wife's education upon her furnishing proof of enrollment or attendance in a college of her choice or trade school for up to three (3) semesters, or four (4) quarters. Such education to take place during 1994 to 1998.

(4) **LIFE INSURANCE** The beneficiary on all current savings accounts, IRA accounts, and retirement accounts is to be listed as the parties' minor child, Jeremy Ralph Howerton. In addition, all insurance policies through the Travelers Insurance Agency, currently in the amount of Five Thousand ($5,000) Dollars for Wife, and Ten Thousand ($10,000) Dollars for Husband, and other insurance by the Wife for Twenty-five Thousand ($25,000) Dollars, and on the Husband for Fifty ($50,000) Dollars shall have the beneficiary changed to the parties' minor son.

(5) **TAXES** Husband and Wife agree to file a joint income tax return for the year 1991, and to cooperate in the preparation of said return. The parties shall share in the amount of the taxes due and/or refund on a percentage basis equal to the percentage of their income earned compared to the total joint income earned.

(6) **MARITAL DEBTS** The Husband shall be responsible for the following debts:

Gold Master Card
Sears
Dillards
USAA Master Card

The Wife shall be responsible for the following debts:

NBC Master Card
Castner Knott
Upton
Texaco

The parties will close the joint accounts at Penneys, Lowes, and any other cards in their joint names. Each party shall assume and pay-off the credit balance in their own separate names and hold each other harmless from any liability on the above-named debts, or on any individual debts which they have incurred during the parties' separation. In addition, Wife will pay-off a personal loan from Mary E. Wareing, in the amount of Thirty-six Hundred ($3600) Dollars, and a personal line of credit loan in the amount of Twenty-four Hundred ($2400) Dollars. Husband shall be solely responsible for any debt associated with his education and the Vanderbilt School of Nursing, and any incidental Army loans which he may have incurred. He shall also be allowed to retain the Five Thousand ($5,000) Dollar sign-up bonus for joining the Army.

(7) **PERSONAL PROPERTY** The personal household goods of the parties' have been previously divided and Husband will be allowed to select any personal photographs he may wish. Photo albums may be shared on a six (6) month rotating basis. All household furnishings currently in the parties' marital home shall become the sole property of the Wife with the following exception to the Husband:

Husband's 1987 Plymouth Duster
Piano
Weights and Weight Bench
Black and White Television
Bookshelf and books
Stereo
CD Player and records
Coffee Pot
One (1) set of dishes
Flatware
Incidental Cookware
One (1) Desk
One (1) Couch
One (1) Loveseat

The parties further agree that the minor child's personal furnishings, stereo, TV, computer, and tools shall be his, and that they shall convey his 1987 Toyota Celica to the minor child on his eighteenth (18) birthday. Husband further agrees that the Wife's 1989 Toyota Camry shall be her sole property and that she shall hold Husband harmless from any liability thereon.

(8) **MAIDEN NAME** The parties further agree that the Wife's maiden name of Anita Wareing shall be restored to her at the Final Hearing of this cause.

(9) **MARITAL HOME** The Husband agrees to convey all his interest, and title to the parties' marital home to the Wife. Said home is a condominium known as #3 Sycamore Court, Antioch, Tennessee 37013 being more particularly described as follows:

BEING a part of the Plan of Mill Creek Club, Phase I, Section I

as a record in Book 4860, Page 11, Register's Office for said County; the part hereby conveyed being:

UNIT NO. 3, BUILDING NO. 8, known as 3 Sycamore Court, as shown in and described by said Plan (Mill Creek Club now being known as Hickory Hollow Condominiums);

TOGETHER with each and all of the rights, privileges, and appurtenances thereunto belonging, as set for the in the Master Deed Establishing a Horizontal Property Regime of Mill Creek Club, Phase I, Section I, including the By-Laws thereunto attached recorded in Book 4887, Page 961, as amended by instruments of record in Book 5000, Page 607 and Book 5101, Page 809, Register's Office for said County, including without limitation such unit's undivided percentage interest in the land and general common elements;

BEING the same property conveyed to Granville G. Howerton, and Wife Anita L. Howerton by Warranty Deed of Record in Book 5936, Page 810 of the Register's Office for Davidson County, Tennessee.

(10) **CREDIT.** Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements to obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have nor been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

(11) **WAIVER.** The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive separate and distinct claims to any retirement and pension benefit of the other party except as set our by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

(12) **ENTIRE AGREEMENT.** 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. The law of the state of Tennessee shall govern this agreement in all respects.

(13) **NON-DISCHARGEABILITY.** With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

(14) **NECESSARY DOCUMENTS.** Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

(15) **NON-COMPLIANCE.** Should either party incur any expense or legal fee as a result of the breach of any portion of this Divorce Settlement Agreement by the other party, the court shall award reasonable attorney's fees and suit expenses to the non-defaulting party.

No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

(16) **SEVERANCE.** Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

(17) **INCORPORATION, PERMANENT AND PENDENTE LITE.** In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree the parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order being them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

(18) **VOLUNTARY EXECUTION.** Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. 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.

(19) **MODIFICATION.** A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

(20) **RESTRAINING PROVISIONS.** Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

(21) **DIVORCE PROCEEDINGS FILED.** Husband agrees to pay all court cost arising out of said divorce proceeding if uncontested.

(22) **ATTORNEY FEES.** It is agreed between the parties that only wife is represented by Helen S. Rogers and will pay Ms. Rogers' attorney fee in connection with this divorce proceeding and this agreement. It is also agreed between the parties that the opposing party shall pay that party's attorney's fee in connection with this agreement if they decide to retain counsel in this matter.

IN WITNESS WHEREOF, the parties have set their signatures.

11/26/91 — Anita Lucile Howerton
Date — ANITA LUCILE HOWERTON

26 NOV 91 — Granville Gene Howerton
Date — GRANVILLE GENE HOWERTON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within-named ANITA LUCILE HOWERTON, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 27th day of November, 1991.

Helen S Rogers
NOTARY PUBLIC

My Commission Expires: 3/27/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within-named GRANVILLE GENE HOWERTON, with whom I am personally acquainted, (or upon sufficient evidence provided), and who ...owledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 27th day of November, 1991.

Helen S Rogers
NOTARY PUBLIC

My Commission Expires: 3/27/93

to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written, executed Marital Dissolution Agreement, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement, for the fair and equitable settlement of any property rights and child custody rights between them. Said Marital Dissolution Agreement is more specifically, in words and figures, as follows:

It is further **ORDERED, ADJUDGED AND DECREED** that all parts and portions of the Marital Dissolution Agreement and Custody Agreement executed by the parties and incorporated herein, are hereby approved by the Court and made the judgement hereof in all respects; and, it is further

ORDERED, ADJUDGED and DECREED that Wife's maiden name of Anita Lucile Wareing shall be restored to her; and, it is further

ORDERED, ADJUDGED and DECREED that Defendant Husband shall pay all costs of this cause, for all of which execution may issue, if necessary.

Entered this 12th day of March, 1992.

MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:
JONES & ROGERS

HELEN S. ROGERS
Supreme Court No. 7025
Attorney for Plaintiff/Wife
Suite 2500 L & C Tower
401 Church Street
Nashville, TN 37219
(615) 256-4155

Mail

CERTIFICATE OF SERVICE

I, **HELEN S. ROGERS,** do hereby certify that a true and exact copy of the foregoing, **FINAL DECREE** has been delivered either by hand or placed in the United States Mail, postage prepaid, to Granville Gene Howerton, 2040 Nuuanu Avenue, Honolulu, Hawaii 96817 on this 12th day of March, 1992.

Helen S Rogers
HELEN S. ROGERS

C:\hvt\fnl.dec

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* Second *Circuit Court for Davidson County, Tennessee, on the* 12th *day of* March, *19* 92, *in Case Number* 91D-4338 *between* Anita Lucile Howerton *Plaintiff, and* Granville Gene Howerton *Defendant, as same remains of record in Book* 143B, *Page* 1349 *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* 22nd *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 Bill Rugo, *D.C.*

Form #GR-117