203A/357

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAN 29 1992

GEORGE L. ROOKER, CLERK

D.C.

MELINDA ANN CUMMINGS **452 Moss Trail, Lodge I-13** **Goodlettsville, TN 37072** Plaintiff	)	
VS.	)	CIVIL ACTION NO. **91D-4142**
TERRY J. CUMMINGS **5930 Lickton Pike** **Goodlettsville, TN 37072** Defendant	)	BOOK 8637 PAGE 414

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard before the Honorable Muriel Robinson Rice, Judge for the Fourth Circuit Court for Davidson County, Tennessee, at Nashville, on the 29th day of January, 1992, upon complaint for divorce filed by the plaintiff herein and upon marital dissolution agreement filed herein. It is **HEREBY ORDERED, ADJUDGED AND DECREED** by the Court as follows:

1. That the bonds of matrimony subsisting between the plaintiff, **MELINDA ANN CUMMINGS**, and the defendant, **TERRY J. CUMMINGS**, be, and the same are, absolutely and forever dissolved, and the plaintiff, **MELINDA ANN CUMMINGS**, is hereby granted a divorce on the grounds of irreconcilable differences.

2. That the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties, and said marital dissolution agreement is incorporated herein in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MELINDA ANN CUMMINGS,
Wife,

vs.

TERRY J. CUMMINGS,
Husband.

No. 91D-4142

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 1991, by and between MELINDA ANN CUMMINGS, hereinafter referred to as "Wife", and TERRY J. CUMMINGS, hereinafter referred to as "Husband", is made by these parties for the purpose of resolving certain matters relating to their separation. The parties are married to each other and the Wife has filed a Complaint for an Absolute Divorce against the Husband. Each party has made a full disclosure to the other of all properties and assets owned by them and of all the income derived therefrom and from all other sources, and of all of the debts and liabilities owing by either of the parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

REAL PROPERTY

The parties own a house and lot at 5930 Lickton Pike, Goodlettsville, Davidson County, Tennessee. Said real property shall become the sole and separate property of the Husband, and the Wife agrees to sign a Quitclaim Deed relinquishing all right, title and interest she has in this property to the Husband.

HOUSEHOLD FURNISHINGS AND PERSONAL PROPERTY

1. The Wife shall receive the automobile titled in her name and in her possession, and the Husband shall receive the truck titled in his name and in his possession. Each party relinquishes all right, title and interest they may have in the other's vehicle, and agrees to hold the other party harmless from any debt or liability against their vehicle.

2. All other personal property now in the possession of each party shall remain with that party as their sole and separate property.

DEBTS

1. The Husband agrees to pay the Federal Income Taxes due by the parties for all years prior to 1991 and hold the Wife harmless from any responsibility relating to this debt. The parties will file separate Federal Income Tax Returns for 1991.

2. Each party will be responsible for any and all debts incurred by them after the execution of this Agreement.

ATTORNEY FEES AND COURT COSTS

1. Each party shall be responsible for their own attorney fees.

2. The parties agree to equally share the court costs in this cause, for which execution may issue if necessary.

ENTIRE AGREEMENT

1. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnity and hold the other party harmless from any liability
therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

2. In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover for the other part the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

3. 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.

4. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee and submitted

to the Court for ratification and incorporation into the Final Decree of divorce between the parties.

5. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, alimony, pensions, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the parties, individually and jointly, or any property that either of them may acquire in the future.

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

7. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interests in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of their respective incomes, anticipated incomes, and all assets in which they have interests.

8. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

9. This Agreement contains the entire understanding of the

parties. There are no representations, warranties or promises other than those expressly set forth herein.

10. This Agreement is intended to be interpreted according to the laws of the State of Tennessee.

11. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

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

13. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date shown below their signatures.

Melinda A Cummings
MELINDA ANN CUMMINGS, Wife
DATE: January 14, 1992

Terry J Cummings
TERRY J. CUMMINGS, Husband
DATE: December 26, 1991

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Melinda Ann Cummings, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Hendersonville, Tennessee, this 14th day of January, 1992.

Carolyn L Crisler
NOTARY PUBLIC
My Commission Expires: 8/2/92

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 Terry J. Cummings, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 26th day of December, 1991.

Becky B. Shelton
NOTARY PUBLIC
My Commission Expires: 7/24/93

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* 29th *day of* January, *19* 92, *in Case Number* 91D-4142 *between* Melinda Ann Cummings *Plaintiff, and* Terry J. Cummings *Defendant, as same remains of record in Book* 203A, *Page* 357 *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* 29th *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

3. That the foregoing Marital Dissolution Agreement, incorporated herein, is fair, equitable and sufficient as to both parties and the same is **HEREBY APPROVED** by the Court.

4. That the parties equally pay the costs of this matter, including litigation tax, for which execution may issue if necessary.

ENTERED this 29th day of January, 1992.

MURIEL ROBINSON RICE, CIRCUIT JUDGE

PREPARED BY:

KELLY & JONES

BY: _____

WILLIAM P. JONES, #4084
ATTORNEY FOR PLAINTIFF
629 East Main Street
Hendersonville, Tennessee 37075
Telephone: (615) 824-3703

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing **Final Decree of Divorce** has been mailed to **Hon. Donald Gregory**, Attorney for Defendant, at 346 Twenty-First Avenue North, Nashville, Tennessee 37203, by U. S. Mail, with sufficient postage thereon to carry the same to its destination on this 29th day of January, 1992.

WILLIAM P. JONES
ATTORNEY FOR PLAINTIFF

IDENTIF. REFERENCE
MAY 29 2 22 PM '92
DAVIDSON COUNTY TN
1372 05/29 0101 03CHECK 24.00

14357

BOOK 8637 PAGE 421

RECORDERS MEMO
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TENNESSEE DEPARTMENT OF HEALTH & ENVIRONMENT

CERTIFICATE OF DIVORCE OR ANNULMENT

RULE DOCKET NO. 910-4142

STATE FILE NUMBER

HUSBAND

1. HUSBAND'S NAME (First, Middle, Last): Terry J. Cummings

2a. RESIDENCE—STATE	2b. COUNTY	2c. CITY, TOWN, OR LOCATION
Tennessee	Davidson	Goodlettsville

2d. STREET AND NUMBER	3. BIRTHPLACE (State or Foreign Country)	4. DATE OF BIRTH (Month, Day, Year)
5930 Lickton Pike	Tennessee	5/7/51

WIFE

5a. WIFE'S NAME (First, Middle, Last)	5b. MAIDEN NAME
Melinda Ann Cummings	Martin

6a. RESIDENCE—STATE	6b. COUNTY	6c. CITY, TOWN, OR LOCATION
Tennessee	Davidson	Goodlettsville

6d. STREET AND NUMBER	7. BIRTHPLACE (State or Foreign Country)	8. DATE OF BIRTH (Month, Day, Year)
452 Moss Trail, Lodge I-13	Tennessee	7/30/51

MARRIAGE

9a. PLACE OF THIS MARRIAGE—STATE (or Foreign Country)	9b. COUNTY	9c. DATE OF THIS MARRIAGE (Month, Day, Year)	10. DATE COUPLE LAST RESIDED IN SAME HOUSEHOLD (Month, Day, Year)
Tennessee	Davidson	1/20/68	7/91

11a. NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (Specify)	11b. CHILDREN UNDER 18 IN THIS FAMILY (Specify)	11c. NUMBER OF CHILDREN UNDER 18 WHOSE PHYSICAL CUSTODY WAS AWARDED T
3	-0-	☑ No Children Husband ___ Wife ___ Joint (Husband/Wife) ___ Other ___

12. PETITIONER	13a. NAME OF PETITIONER'S ATTORNEY (Type/Print)	13b. ADDRESS (Street or R F D. No., City or Town, State, Z
1 Husband 2 ☒ Wife 3 Both 4 Other (Specify) ___	William P. Jones	629 East Main Street Hendersonville, TN 37

DECREE

14a. I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON: (Month, Day, Year)	14b. TYPE OF DECREE	14c. WAS MAIDEN NAME OR PREVIOUS LEGAL SURNAME RESTORED? (Specify Name)
1-29-92	1 ☒ Absolute 2 Limited 3 Annulment	N/K

14d. COUNTY OF DECREE	14e. TITLE OF COURT	14f. DATE OF RECORDING DECREE (Month, Day, Year)
Davidson	1 ☒ Circuit 2 Chancery 3 General Sessions 4 Probate 5 Other (Specify) ___	1-29-92

14g. SIGNATURE OF CERTIFYING COURT OFFICIAL	14h. TITLE OF CERTIFYING COURT OFFICIAL	14i. DATE SIGNED BY CERTIFYING COURT OFFICIAL (Month, Day, Year)
BY: George Goodlettsville	Clerk	1-29-92

CONFIDENTIAL INFORMATION

	15. Race—American Indian, Black, White, etc. (Specify below)	16. Number of This Marriage First, Second, Etc. (Specify)	17. If Previously Married, Last Marriage Ended (Specify below)	18. Education—Specify Highest Grade Completed: Elementary or Secondary (0-12)	18. Education: College (1-4 or 5+)
HUSBAND	15a White	16a 1	17a 1 Not previously married 2 By death 3 By Divorce or Annulment	18a. 12	
WIFE	15b White	16b 1	17b 1 Not previously married 2 By death 3 Divorce or Annulment	18b. 12	