175A|466

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

1989 JAN 5 PM 3:50
L. ROBERTS, CLERK
D. Saulsbury D.C.

GERI LYNN PUGH,
4228 Samoa Drive
Hermitage, Tennessee 37076

Plaintiff/Wife,

vs.

DAVID RICHARD PUGH,
2901 Lyncrest Drive
Nashville, Tennessee 37214

Defendant/Husband.

DOCKET NO. 88D-1748

BOOK 8678 PAGE 353

FINAL DECREE

This cause came to be heard on the 5th day of January, 1989, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff/Wife, the Answer and Counter-Complaint filed by Defendant/Husband having been withdrawn. Upon hearing the testimony of the Plaintiff/Wife, statements of counsel for the Plaintiff and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage as to render further cohabitation improper.

It is, therefore, **ORDERED, ADJUDGED and DECREED** that the Plaintiff/Wife, Geri Lynn Pugh, is hereby awarded an absolute divorce from the Defendant/Husband, David Richard Pugh, on the grounds of irreconcilable differences and the parties hereto shall be restored to all the rights and privileges of unmarried persons.

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 and adequate and sufficient provisions for the custody and support of the parties minor children; and thus, it is

further **ORDERED** that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce, and unless specifically **ORDERED** by this Court, any child support shall not be reduced or prorated. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Geri Lynn Pugh ("Wife") is maintaining an action for absolute divorce against David Richard Pugh ("Husband") in the Circuit Court of Davidson County, Tennessee, entitled Geri Lynn Pugh v. David Richard Pugh, Docket No. 88D-1748; and

WHEREAS, these parties have experienced irreconcilable differences in their marriage, and desire to enter into a Marital Dissolution Agreement and tender it to the Court for approval should a divorce be granted in this cause;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. AGREEMENT ENTERED INTO VOLUNTARILY. The parties understand and agree that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not stated herein. Each party has full knowledge of the value of the other's estate. The provisions of this agreement and the legal effect of such provisions are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being executed voluntarily and with the opportunity to obtain the independent advice of counsel.

2. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth in this agreement. The law of the State of Tennessee will govern this agreement in all respects.

3. FULL SETTLEMENT OF PROPERTY RIGHTS. This agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to execute all necessary documents and to perform all other acts necessary to carry out the full intent and

purpose of this agreement. If approved by the Court, this agreement is a full and final settlement of the parties' property rights as between each other.

4. NONDISCHARGEABILITY. With respect to each party's responsbility under the terms of this agreement for the payment of certain debts and liabilities and the obligation of each to hold the other harmless from liability thereon, the parties agree that such obligations are nondischargeable debts under the Bankruptcy Code, such obligation being part of the final financial support settlement for both parties. These financial obligations are not a part of the property settlement. The division of property is set forth elsewhere in this agreement.

5. FUTURE LEGAL PROCEEDINGS. If a creditor of either party makes a claim against the other party, and if that claim is upheld by a court of competent jurisdiction, and if the other party is required to pay a debt for which he is not responsible, either by contract or pursuant to the terms of this agreement, then the party against whom such claim is made will be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including a reasonable attorney fee. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this agreement, then he will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action.

6. MODIFICATION. A modification or waiver of any provision of this agreement will be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any provision of this agreement will not be construed as a waiver of any subsequent default of the same or similar nature.

7. RESTRAINING PROVISIONS. Each party agrees not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

8. PRIOR TAX LIABILITY. If in any connection with any joint federal income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the parties, or either of them, responsible for the deficiency. Each party represents and warrants to the other that all federal income tax returns filed during the marriage are in all respects true, correct, and complete, and that the returns fully and accurately reflect income and deductions for those years.

9. CREDIT. The parties agree that neither will charge or cause to be charged to the other any purchases made after this agreement is executed, and neither will 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 not been fully revealed to the other. If there are any such unrevealed charges the party responsible will indemnify and hold the other harmless therefrom.

10. PENSIONS AND RETIREMENT BENEFITS. Each party waives any separate and distinct claim to the other's retirement and pension benefits, if any, except as set out in this agreement; each party affirms that he has been advised of his rights regarding such pension and retirement benefits, and of the value or potential value of same.

11. WAIVER. Each party waives any claim to the property and estate of the other, except as may be otherwise provided herein. This waiver specifically includes any expectancy, reversion, insurance claim, cause of action, or inheritance to which the other party is or may in the future be entitled.

12. CUSTODY, SUPPORT, AND VISITATION. The parties have two minor children, Terry Richard Pugh, who was born on November 25, 1973, and Christina Leigh Pugh, who was born on October 13, 1977. The parties will have joint custody of the children. Terry will maintain his primary residence with Husband, and Christina will maintain her primary residence with Wife. Each party will have both children every other weekend from 6:00 P.M. on Friday until 6:00 P.M. on Sunday. In even-numbered years, Wife will have both children for the first half of summer vacation and for the first half of Christmas vacation ending at 12:00 noon on Christmas Day. Likewise in even-numbered years Husband will have both children during the second half of summer vacation and for the second half of Christmas vacation beginning at 12:00 noon on Christmas Day. The extended visitation described in the preceding sentences will be reversed during odd-numbered years. Nothwithstanding any other provision of this agreement, the children will be with Wife on Mother's Day and with Husband on Father's Day. The parties agree that each earns approximately the same amount of money each year as the other, but Husband nonetheless agrees to pay Wife the sum of $200.00 a month as support for Christina, except that this obligation will be cut in half during the time Christina is with Husband during extended summer vacation. Husband will maintain major medical and hospitalization insurance for the children, and the parties will divide equally any uninsured healthcare expenses. Both parties agree to keep in full force and effect their respective life insurance policies, and to maintain the children as beneficiaries of the policies. They agree not to borrow against or otherwise encumber their life insurance policies.

13. INCOME TAX EXEMPTION. Husband will claim Terry Richard Pugh as a dependent on his federal income tax return, and Wife will claim Christina Leigh Pugh as a dependent on her return. Each party agrees to sign the tax form necessary to accomplish the intent of this paragraph.

14. ALIMONY, ATTORNEY FEES, AND COURT COSTS. Neither party will make any claim against the other for alimony or rehabilitative maintenance. Each party will pay his own attorney. Wife will be responsible for the costs of this cause.

15. REAL PROPERTY. The parties own as tenants by the entirety a house and lot located at 4228 Samoa Drive, Hermitage, Tennessee. The parties will continue to own this family residence as tenants in common. Wife will reside in the residence, along with the parties' daughter, Christina Leigh Pugh, until the Court shall order otherwise, or until Wife's remarriage, or until Wife decides in her own discretion to move from the residence, or until Christina attains the age of 18 years, whichever occurs first. In any such event, the residence will be immediately placed on the market and sold, all mortgages and other encumbrances satisfied, all costs and sales commissions and expenses paid, and the remaining equity divided equally between the parties. Wife will have the right of first refusal to purchase the residence, but if she wishes to do so, she must obtain new financing so that Husband will no longer be responsible for any debt secured by a mortgage on the residence at the time this agreement is signed. For so long as Wife occupies the residence, as provided in this agreement, she will be solely responsible for day-to-day maintenance of the residence. The parties will divide equally the cost of any major repairs, such as repair or replacement of the roof of the residence.

16. PERSONAL PROPERTY. Wife will receive the 1988 Ford Tempo automobile, and she will be solely responsible for any present or future indebtedness thereon. Husband will receive the 1985 GMC van and the 1968 Ford pickup truck, and he will be solely responsible for any present or future indebtedness thereon. The parties agree that the dining room table and the china cabinet are the property of Helen Pugh. The parties further agree that the dishwasher and the air conditioners are

fixtures in the marital residence, and that such appliances will not be removed by either party. The parties have otherwise divided their personal property as provided on Exhibit A to this agreement, and each party agrees to make no claim to personalty in the possession of the other.

17. PRESENT AND FUTURE DEBTS. During the time that Wife occupies the parties' residence located at 4228 Samoa Drive, Hermitage, Tennessee, she will be solely responsible for paying the monthly housenote to reduce the debt secured by the first mortgage on the residence. The parties agree to divide equally interest payments which will become due and payable on the debt that is secured by the second mortgage on the parties' residence, and that such debt will be paid in full at the time the residence is sold as provided elsewhere in this agreement. Husband will be solely responsible for paying the joint personal loan from Sovran Bank. Except as otherwise provided in this agreement, each party agrees to be solely responsible for paying all debts in his name, both present and future, and further agrees to hold the other party harmless from any liability for such debts.

GERI LYNN PUGH

DAVID RICHARD PUGH

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

On this 5 day of DECEMBER, 19 88, personally appeared Geri Lynn Pugh, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF TENNESSEE
MY COMMISSION EXP. SEPT. 26,1992

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

On this 30th day of November, 19 88, personally appeared David Richard Pugh, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Rebecca E. Calvert
NOTARY PUBLIC

My commission expires:

May 20, 1992

EXHIBIT "A"
DIVISION OF PERSONAL PROPERTY

DEFENDANT/HUSBAND shall retain:

One master waterbed set with
the drawer pedestal
13" color television
Master night stands
Old VCR recorder
All personal clothing and belongings
Compact disc player
Large Radio Shack speakers
Two Drawer Filing cabinet
Couch and chair (downstairs)
Desk (downstairs)
All personal tools and equipment
All Scout equipment, records
All other guns and weapons, except Beretta
Old luggage (one piece)
Large upright freezer
All camera equipment
Answering machine

PLAINTIFF/WIFE shall retain:

Master waterbed
Master chest of drawers
One set -master waterbed drawer pedestal
Master entertainment center
Master Lamps
Clock radio
All personal belongings and clothing
Refrigerator
Microwave
37" television and new VCR
Stereo, cassette tape deck
Living room furniture
Washer and dryer
22 Cal. Beretta semi-auto pistol
New luggage
Pie Safe hutch

SFB/vs
Pugh.2(5)

It is therefore, ORDERED, ADJUDGED and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

The final costs of this cause shall be taxed against the Plaintiff/Wife for all of which execution may issue if necessary.

Enter this the 5th day of Jan, 1989.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

DOUGLAS E. JONES, #4324
Attorney for Plaintiff
LINK, PORTER, JONES & ROGERS
14TH Floor, L & C Tower
Nashville, Tennessee 37219
615/256-3774

CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing has been mailed by U.S. Mail, postage prepaid to John M.L. Brown, Attorney for Defendant, Second Floor-Union Planters Bldg., Nashville, Tennessee, 37219, this the 5th day of January, 1989.

DOUGLAS E. JONES

Husband's address: 2901 Lyncrest Drive
Nashville, TN 37214

DEJ/vs
Pugh.2 (12/13)

5569 07/17 0101 03CHECK 44.00

BOOK 8678 PAGE 363

28467

IDENTIF. TREFERENCE

JUL 17 12 29 PM '92

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

PICK-UP

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* FIFTH *day of* JANUARY, *19* 89, *in Case Number* 88D-1748 *between* GERI LYNN PUGH *Plaintiff, and* DAVID RICHARD PUGH *Defendant, as same remains of record in Book* 175A, *Page* 466 *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* 17th *day of* JULY *in the year one thousand nine hundred and* 92 *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117