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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
1989 DEC 14 PM 2:05

LARRY B. BRINTON, JR.,
Plaintiff,
vs.
LISA A. BRINTON,
Defendant.

No. 89D-1698

BOOK 8737 PAGE 269

FINAL DECREE

This cause came on to be heard on December 14, 1989 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon orginal complaint for Absolute Divorce filed by Husband answer and Counter-Complaint filed by Wife and Husband's answer to Wife's Counter-Complaint. Husband through his attorney announced that the original Complaint is withdrawn. After testimony of Wife, the Court was of the opinion that the allegations have been fully sustained, that is that the parties have Irreconcilable Differences and Wife is granted an Absolute Divorce on these grounds and restored to all the rights and privileges of an unmarried person and the bonds of matrimony are forever and perpetually dissolved. Further the Court is of the opinion that the Marital Dissolution Agreement entered into by and between the parties should be approved and made a part of this Final Decree.

IT IS THEREFORE ORDERED by the Court that Wife be and she is hereby granted an Absolute Divorce and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED by the Court that the Marital Dissolution Agreement entered into by and between the parties is affirmatively found by the Court to make for adequate and sufficient provision for the custody of the parties' minor children and for an equitable settlement of the parties' property rights and is made a part of this Decree which Agreement reads in words and figures as follows:

IDENTIFICATION REFERENCE
SEP 24 11 17 AM '92
DAVIDSON COUNTY, TN
48436

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

DEC 14 PM 2 05

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| LARRY B. BRINTON, JR. | ) | |
| | ) | |
| Plaintiff | ) | |
| | ) | |
| VS. | ) | NO. 89D-1698 |
| | ) | |
| LISA A. BRINTON | ) | |
| | ) | |
| Defendant | ) | BOOK 8737 PAGE 270 |

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between LISA A. BRINTON (hereinafter referred to as "Wife") and LARRY B. BRINTON (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights and all dower and homestead rights and all other rights whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Pending Action. The parties acknowledge that Husband has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, Docket No. 89D-1698, which action is pending.

2. Custody. The parties agree that Wife will have custody of the parties minor children, Matthew Lawrence Brinton and Laura Michelle Brinton.

3. Child Support The parties agree that Husband will pay to the Wife child support in the amount of $600 per month plus one-half of all child care expenses for a period of 30 months. Thereafter, he will pay $800 per month plus one-half of all child care expenses until the youngest child is eighteen years of age or graduates from high school.

The parties hereby agree that Husband will provide, in addition to child support, all funds necessary for the children to go to parochial school, pre-school through sixth grade and further will be responsible for all funds necessary for private school for grades 7 through 12. Further that Husband will be responsible for all education expenses of the children including tuition, room, board, books, travel expenses, fee assessments, etc. for both children for four years of college at a school of his/her choice plus any graduate work.

4. Visitation. The parties agree that visitation shall be as follows:

Husband shall have visitation on Sunday from 4 p.m. to 7 p.m. and Wednesdays from 5 p.m. to 7 p.m and any other times agreed upon by the parties.

Husband shall have visitation on Thanksgiving Day from 11 a.m. to 2 p.m.

Husband shall have visitation on Christmas Day of every even year from 11 a.m. to 2 p.m. On odd years Wife will take the children to Indiana December 23 through 27th. On odd years, Husband shall have visitation with the children on December 22 and December 28th. Husband shall have children on Easter Sunday from 4 p.m. to 7 p.m. Each other Holiday Husband shall have visitation with the children from 9:00 a.m. until 12:00 p.m.

On the children's birthday Husband shall have visitation from 9:00 a.m. until 12:00 p.m. and Wife shall have the children thereafter.

Father's Day- Husband shall have visitation from 4 p.m. to 7 p.m.

Mother's Day- Wife shall have the children. Summer visitation shall be the same as the rest of the year until both children are in school.

5. Health Insurance. The parties agree that Wife will carry health insurance on the children until such time as husband becomes employed, with all costs of medical, dental, optical, orthodontic, psychiatric care or exceptional medical care not covered by insurance to be paid by Husband including the deductible for both children. Husband to pay all outstanding medical and dental bills. Husband will pay premiums to Wife for her health insurance which she will have through her employment for a period of 24 months.

6. Life Insurance. Husband agrees to maintain a policy on his life in the face amount of $190,000 payable to Lisa Brinton as Trustee for the use and benefit of Matthew Lawrence Brinton and Laura Michelle Brinton.

7. Automobiles. The parties acknowledge that they each lease a car and that each will be responsible for his or her own indebtedness thereon.

8. Taxes. Husband will be responsible for any taxes due or any payment or penalties due for the years in which the parties filed a joint return.

9. Household Goods. The parties acknowledge that all the household furnishings, furniture and fixtures will be retained by the Wife in the marital home with the exception of the following items which Husband may remove from the home: his personal belongings, law books and clothing.

10. Real Property. Husband agrees to quitclaim all of his right, title and interest in the parties marital home to the Wife. Wife agrees to assume all indebtedness at the time of the final decree on the home and agrees to hold the Husband harmless upon his execution of the Quitclaim Deed.

11. Debts. The parties agree that Husband will

be responsible for all of credit card indebtedness, any loan indebtedness, and any other debts which she may not be aware of. Husband will further be responsible for the indebtedness to his Aunt, Ann Hutton, in the amount of $3,250 plus interest. Wife will be responsible for indebtedness on her credit cards, VISA, MasterCard and Dillards.

12. Future Debts. Each party covenants to the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment shall be made will indemnify the other to the full extent of the amount paid, inclusive of the interest and legal expenses.

13. Alimony. It is hereby agreed by the parties that Husband will pay to Wife the amount of $400 per month alimony for a period of thirty (30) months as rehabilitative alimony.

14. Property Settlement. The parties agree that they have additional assets of one Certificate of Deposit in the amount of $7,500 which will become the property of Wife. Further, there is a storage shed on the property which will remain on said property and become the property of wife. Further, all bonds and savings accounts held for children in Husband's name will be transferred to an account for children with Wife as custodian.

15. Additional payments by Husband. Husband agrees to pay for Olan Mills photos of each child twice per year. Further, he agrees to pay for the Temple Hills Golf and Country Club membership dues each month.

16. Necessary Documents. Each of the parties will execute and deliver to the other party, any documents that may be reasonably required to accomplish the intention of this instrument, and should do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall

constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this agreement.

17. Attorneys Fees. Husband agrees to pay Wife's attorney fee of $2,500.00 as well as his own.

18. Court Costs. Husband agrees to pay all Court costs of this action.

19. Tax Deduction. Wife will take Matthew Lawrence Brinton and Laura Michelle Brinton as tax deductions.

20. Enforcement. In the event of one party's breach of any of the terms of this agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this agreement and remeding the breach, including, but not limited to, Court costs, attorneys fees and travel costs.

21. Incorporation. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this agreement shall be incorporated in any decree of absolute divorce which may be granted by said Court. In the event the parties do not proceed to seek divorce, or the Court shall fail or decline to incorporate the agreement or any provision thereof in any decree of divorce, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether any said agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

22. Integration. This agreement contains the

entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

23. Modification Waiver. No modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach of default. The terms of this agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

24. Full and Final Settlement. The parties accept the provisions of this agreement in full and final settlement and satisfaction of any and all claims and rights which either of them have had or may now have against the other party; and both husband and wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year's support and all other property rights, except as provided for in this agreement, which either has had, may now have, or may hereafter have but for this agreement, as husband, wife, widower or wife by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

25. Acceptance by the Parties. With respect to each party's responsibility for the 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 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Property Settlement Agreement.

26. Voluntary Agreement. It is further understood and agreed by and between the parties that the settlement agreement is entered into without any undue influence, fraud, coercion or misrepresentation for any reason not herein stated. Each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR SIGNATURES.

10/13/89
Date

Lisa A. Brinton
LISA A. BRINTON

10/18/89
Date

Larry B. Brinton
LARRY B. BRINTON, JR.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid state and county, the within named, LISA A. BRINTON, 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 6th day of December, 1989.

Patricia A Johnson
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 21, 1992

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me a Notary Public in and for the aforesaid state and county, the within named LARRY B. BRINTON, JR, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of October, 1989.

Jackie E Reeves
NOTARY PUBLIC

My Commission Expires:

11-12-90

IT IS FURTHER ORDERED by the Court that the property now vested in Wife, to be hers absolutely, is described in words and figures as follows:

M/P 156-2-131
F/B 09D G1484

Land in Davidson County, Tennessee, being Lot No. 631 on the Plan of Harpeth Woods, Section of Harpeth Valley Park, of record in Book 4860, page 111, Register's Office for said County, to which reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Daniel Mark Gallagher, by deed from Lee C. Williams, of record in Book 6027, page 187, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 5051, page 92, amended in Book 5197, page 123 and Book 5228, page 718, said Register's Office; the Plan of record in Book 4860, page 111, said Register's Office, which shows an Owner's Certificate, certain setback lines and easements; and Easements for underground telephone cable, of record in Book 5087, page 594, Register's Office for Davidson County, Tennessee.

In further consideration, the Grantees have assumed and agreed to pay the remaining unpaid balance of a certain note which is secured by a deed of trust to Albert Wm. Johnson, Trustee, of record in Book 5313, page 384, Register's Office for Davidson County, Tennessee, to which reference is here made for a more particular description of said note and the terms and conditions of said deed of trust, the obligations of which are assumed by the said Grantee.

Being the same property conveyed to Larry B. Brinton, Jr., and Wife Lisa A. Brinton from Daniel Mark Gallagher and Wife Kathleen P. Gallagher as of record in Book 6387, page 425, Register's Office for Davdison County, Tennessee.

FURTHER the Court finds that Husband's address is 6310 St. Henry Drive, Nashville, Tennessee and Wife's address is 862 Beech Bend Drive, Nashville, Tennessee.

IT IS FURTHER ORDERED by the Court that the Child Support shall not be reduced or pro rated without further Orders of the Court.

Entered this 14th day of Dec., 1989.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

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ROSEMARY E. PHILLIPS, 10083
Attorney for Wife
23rd Floor, First American Center
Nashville, Tennessee 37283-0083
(615) 244-3300

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been placed in the U.S. mail, postage prepaid to Robert L. Jackson, Attorney for Husband, Robert L. Jackson and Associates, One Washington Square, Suite 103, 204 Second Avenue, North, Nashville, Tennessee 37201, on this 14th day of December, 1989.

ROSEMARY E. PHILLIPS

# 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* 14TH *day of* DECEMBER, *19* 89, *in Case Number* 89D-1698 *between* LARRY B. BRINTON, JR. *Plaintiff, and* LISA A. BRINTON *Defendant, as same remains of record in Book* 183A, *Page* 617 *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* 24TH *day of* SEPTEMBER *in the year one thousand nine hundred and* NINETY-TWO *and in the* 217TH *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* Clay M. Hanlin *D.C.*

**Form #GR-117**