208C/1614

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GEORGE L. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BELINDA G. JACKSON, Plaintiff/Wife	)	
VS.	)	NO. 92D-1604
JAMES EARL JACKSON, JR., Defendant/Husband.	)	

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 18th day of August, 1992, before the Honorable Muriel Robinson-Rice, Judge, upon the Complaint of Plaintiff/Wife, Belinda G. Jackson, hereafter called "Wife", for an absolute divorce from James Earl Jackson, Jr., hereafter called "Husband", upon the ground of irreconcilable differences; and, it appearing to the Court from said Complaint, testimony of Wife in Open Court, statement of counsel, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Wife to an absolute divorce from Husband on said ground; and it further appearing that Husband and Wife have executed a written, notarized Marital Dissolution Agreement, which Agreement the Court affirmatively finds does make an adequate and equitable settlement of all property rights between the parties, as well as providing for child custody, support and visitation, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore it is hereby

ORDERED, ADJUDGED and DECREED that Wife, Belinda G. Jackson, should be and she hereby is awarded an absolute divorce from Husband, James Earl Jackson, Jr., on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. It is further

ORDERED, ADJUDGED and DECREED that the written, notarized Marital Dissolution Agreement, dated May 8, 1992, should be and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

MARITAL DISSOLUTION AGREEMENT

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THIS AGREEMENT entered into on the dates set forth beside their signatures below, by and between BELINDA G. JACKSON, hereinafter referred to as "Wife", and JAMES EARL JACKSON, JR., hereinafter referred to as "Husband":

W I T N E S S E T H

WHEREAS, there is contemplated the filing of a Complaint for Divorce in the Circuit Court for Davidson County, Tennessee, which case shall bear Docket No. 92D-1604, wherein Wife shall seek an absolute divorce from Husband on the grounds of irreconcilable differences; and there being such irreconcilable differences between the parties that they can no longer live together as husband and wife, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights, marital debts, and child custody, support and visitation; and

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the ground of irreconcilable differences; and

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. Wife is the fit and proper person to have custody of the parties' minor child, Miranda LaRayne Jackson (DOB 6/10/91). Wife acknowledges that, should she become deceased during the minority of said child; then, Husband should become the child's custodial parent. With regard to child support, maintenance and visitation, terms and conditions for same shall be as are set forth hereinafter below:

A. Husband shall pay directly to Wife for the support and maintenance of the parties' minor child the sum of $150.00 per week, until the minor child shall have attained her 18th birthday, or shall have graduated from high school with her regularly scheduled class, unless otherwise modified hereinafter below. The parties acknowledge that the child support set forth herein exceeds 21% of Husband's adjusted gross income and is in accordance with the terms and conditions of TDHS Title IV-D guidelines.

B. VISITATION: Husband acknowledges that he does not presently have available to him a completely independent residence with suitable accommodations for the benefit of the minor child so as to exercise overnight visitation. Therefore, until such time as he shall have established an independent residence with a separate bedroom for the benefit of said child; his visitation with the child shall be every Tuesday evening for two hours at Wife's residence and at such other times and places as the parties may expressly agree. At such time as Husband shall have established a suitable residence to accommodate the child for overnight visitation; then, Husband shall be afforded liberal and reasonable visitation with the minor child, as follows:

1. Every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.

2. Alternating holidays on an annual basis, such that Wife shall have the minor child on Memorial Day, Independence Day, and Thanksgiving Day in 1992, with Husband to enjoy visitation on these holidays in 1993; and, Husband shall have the minor child on Labor Day in 1992, with Wife to have the child on Labor Day and New Years Day in 1993, and the parties shall continue to alternate the holidays in this fashion thereafter.

3. In all odd-numbered years, Husband shall commence Christmas visitation with the minor child at 11:00 a.m. on Christmas Day; and, provided he shall be off from work on the day following Christmas, he shall have visitation with said child on that day and shall return the child to Wife by 6:00 p.m. Otherwise, Husband shall return the child to Wife by 8:00 p.m. on Christmas Day. In all even-numbered years, Husband shall receive Christmas holiday visitation with the child commencing on the date following Wife's return from her Christmas vacation with the child's maternal grandparents for a period of two days thereafter, or for the balance of the child's Christmas vacation from school.

4. Husband shall receive one week of summer visitation to be exercised in conjunction with his vacation from his employment.

5. At such other times as the parties shall mutually agree upon.

2. A. Husband and Wife presently own real property located at 1056 Jacksons Valley Road, Hermitage, Davidson County, Tennessee, more specifically described hereinafter below as follows:

> Land in Davidson County, Tennessee, being Lot No. 29 on the Plan of Jackson's Retreat, Phase I, Section 2, as of record in Book 5200, Pages 334 and 335, Register's Office for Davidson County, Tennessee.

Said Lot No. 29 fronts 75 feet on the southerly margin of Jackson's Valley Road and extends back 95 feet on the easterly line and 130 feet on the westerly line to a dead line in the rear measuring 62.77 feet thereon.

Being the same property conveyed to James E. Jackson, Jr. and wife, Belinda G. Jackson, by Deed from John M. Sullivan and wife, Virginia L. Sullivan, of record in Book 7612, Page 11, Register's Office for Davidson County, Tennessee.

B. Wife shall have sole and exclusive possession of said real property from and after the entry of a Final Decree of Divorce. Wife shall be responsible for the monthly payments upon the mortgage indebtedness associated with the martial residence described above, said indebtedness in the amount of $728.18 per month due and owing to Barclay American Co. Wife shall be responsible for all costs of maintenance and upkeep associated with the marital residence.

C. The parties agree that Wife shall not be required to sell or convey the property heretofore described above to any bona fide third party purchaser until such time as the minor child's attainment of her 18th birthday, or until such time as Wife shall have remarried, whichever event shall first occur. At that time, the real property described above shall be placed on the market for sale, and the net proceeds derived from said sale shall be divided 65% to Wife and 35% to Husband. Wife shall be permitted, in lieu of selling said real property to a third-party purchaser, to pay directly to Husband for all of his right, title and interest in and to said property an amount equal to 25% of the net equity in said real property, at which time Husband shall sign a Quitclaim Deed to Wife. Net equity shall be defined as the amount expressly agreed upon by the parties, or as the amount of the gross appraised value, less the then existing mortgage.

D. The parties acknowledge that the amount of child support heretofore established above is in excess of the minimum amount required under the child support guidelines established by TDHS Title IV based on Husband's present annual income. However, said child support amount will enable the minor child of the parties to continue to reside at the real property set forth above and will also assist Wife in paying the substantial monthly mortgage payment upon said property. The parties agree that, at such time as the parties may expressly agree to sell the real property heretofore described above; then, the amount of child support to be paid by Husband shall thereafter be adjusted to an amount equal to 21% of Husband's annual adjusted gross income, or to such higher amount as the Court shall require in conformity with guidelines promulgated by TDHS or such other child support guidelines as shall be in force at the time of said adjustment, all of which shall be subject to Court approval. The parties agree that child support may be reviewed at the time of the sale of said real property upon the Motion of either party.

E. Husband agrees that Wife shall receive, for federal income tax purposes, all tax credits or deductions attributable to the mortgage indebtedness upon the real property described above, or in connection with any expenses incurred upon said real property.

3. Husband shall be and is divested of all right, title and interest in and to the personal property located at the marital residence, and Wife shall be vested with sole right, title and interest in and to said personalty, and Husband shall be and is vested with sole right, title and interest in and to the personal property now in his possession.

4. A. Wife shall continue to maintain medical and hospitalization insurance for her benefit and the benefit of the minor child, as provided through her employer, or otherwise. The parties shall each be responsible for one-half (1/2) of all deductibles and uninsured medical, dental, orthodontic, vision, and hospitalization expenses incurred for the benefit of the parties' minor child up to the maximum limits of coverage provided for under Wife's group insurance plan provided through her employer.

B. Husband shall obtain and/or maintain, at his expense, if necessary, a life insurance policy in the face amount of $100,000.00 insuring his life; and, the parties' minor child shall be named as irrevocable primary beneficiary upon said policy, with Wife to be named as Trustee for said child.

5. A. Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for the indebtedness due and owing to Sears, as well as any outstanding balances due and owing upon any other charge cards presently in the names of the parties. Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for the indebtedness due and owing to the Tennessee Teacher's Credit Union. Neither party shall cause to be made any charges upon any accounts for which the other party may be held liable unless otherwise set forth herein.

B. Except as otherwise set forth in this Agreement, Husband shall be and is solely responsible for all indebtednesses which appear primarily in his name and shall hold harmless and indemnify Wife for same unless otherwise provided for hereinafter below; and, except as otherwise set forth in this Agreement, Wife shall be and is solely responsible for all indebtednesses which appear primarily in her name, and shall hold harmless and indemnify Husband for same unless otherwise hereinafter set forth below.

6. Husband shall be and is divested of any right, title or interest in and to the Nissan Stanza automobile, and Wife shall be and is vested with sole right, title and interest in and to said vehicle. Wife shall be solely responsible for and shall hold harmless and indemnify Husband for the monthly indebtedness due and owing upon said automobile to the Tennessee Teacher's Credit Union in the approximate amount of $328.10, as well as all maintenance and insurance associated therewith.

7. Wife shall be and is divested of any right, title or interest in and to the Mazda B2200 automobile, and Husband shall be and is vested with sole right, title and interest in and to said vehicle. Husband shall be solely responsible for and shall hold harmless and indemnify Wife for all maintenance. Wife covenants that inasmuch as the insurance coverage on this vehicle is upon the same policy as the insurance referred to in Paragraph No. 6 above; she shall be responsible for the insurance associated therewith, until the entry of the Final Decree, after which it shall be Husband's sole responsibility to obtain his own insurance coverage for said vehicle.

8. Each party shall be divested of any right, title and interest in and to the other party's pension/retirement benefits thereby making each party vested with sole right, title and interest in and to his or her own pension/retirement benefits through their individual employers.

9. Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

10. The parties shall equally divide any federal income tax refund that may be forthcoming for the calendar year 1991; or, they shall be equally responsible for any tax liability arising therefrom.

11. The parties acknowledge that Attorney David R. Kennedy has represented Wife in the negotiations surrounding the preparation of this instrument; that Husband has represented himself; and that both parties understand and agree with the contents of said Agreement. The parties acknowledge that Attorney Kennedy claims no expertise nor special knowledge regarding the tax ramifications surrounding this Agreement and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding the ramifications and effect of signing this Agreement, and that neither of them rely upon the aforesaid attorney as to the tax implications surrounding said instrument.

12. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Code, this obligation being part of the 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 Marital Dissolution Agreement.

13. Husband shall be responsible for the payment of one-half (1/2) of Wife's attorney's fees, or $250.00, incurred in this cause, and the parties shall equally divide all Court costs associated therewith, for all of which let execution issue, if necessary.

14. This Agreement shall be submitted to the Court and, if approved, shall be incorporated into any Final Decree of divorce granted to the Wife on the ground of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

15. Both parties agree that each of them shall sign any and all documents, deeds, or bills of sale, as shall be necessary to effectuate the intent of this Agreement.

16. By their signatures hereinafter below, both parties herewith acknowledge that Davidson County is the proper jurisdiction and venue of this action and each of them waive statutory or personal service of process.

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated directly beneath their respective names.

Belinda G. Jackson
BELINDA G. JACKSON
"Wife"

DATE: May 5, 1992

James E. Jackson Jr.
JAMES EARL JACKSON, JR.
"Husband"

DATE: May 7, 1992

* * * * *

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 BELINDA G. JACKSON, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 8th day of May, 1992.

NOTARY PUBLIC

My Commission Expires: 3-26-94

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 JAMES EARL JACKSON, JR., the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 7th day of May, 1992.

NOTARY PUBLIC

My Commission Expires: 1/22/95

The current addresses of the parties are as follows:

Husband: James Earl Jackson, Jr.
2607-B West Linden
Nashville, TN 37212

Wife: Belinda G. Jackson
1056 Jacksons Valley Rd.
Hermitage, TN 37076

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ORDERED, ADJUDGED and DECREED that, in the event the obligor parent is thirty (30) days delinquent in support as set out above, and upon the obligee parent making written application, the Clerk of the Court will issue an immediate wage assignment to the obligor's employer as provided by Section 36-5-501 T.C.A. Upon application being made, the Clerk will immediately give advance notice of the assignment to the obligor parent.

ORDERED, ADJUDGED and DECREED that, unless specifically ordered by the Court, such support shall not be reduced or prorated; nor, shall custody or visitation be modified without the prior express approval of the Court.

ORDERED, ADJUDGED and DECREED that the parties shall be equally responsible for the Court costs associated with this cause (with Wife to be given credit for all filing fees previously advanced by her), for which let execution issue, if necessary.

ENTERED this the 18th day of August, 1992.

JUDGE

APPROVED FOR ENTRY:

DAVID R. KENNEDY (BPR #5642)
Attorney for Plaintiff/Wife
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
PH: (615) 883-4998

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been served upon the Defendant/Husband, James Earl Jackson, Jr., at his last known address of 2607-B West Linden, Nashville, TN, 37212, this 12th day of August, 1992.

DAVID R. KENNEDY

5067.9

IDENTIFICATION REFERENCE

OCT 1 12 25 PM '92

DAVIDSON COUNTY, TN

SEP 10/27 3101 DEPREK 40.00

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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* 18TH *day of* AUGUST, *19* 92, *in Case Number* 92D-1604 *between* BELINDA G. JACKSON *Plaintiff, and* JAMES EARL JACKSON, JR. *Defendant, as same remains of record in Book* 208C, *Page* 1614 *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. Hardin *D.C.*

Form #GR-117