60.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANE MARIE MARTIN,	)	
Plaintiff	)	
vs.	)	NO. 92D-114
JAMES CURTIS MARTIN,	)	
Defendant	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 13th day of November, 1992, on the Petition of Plaintiff for an absolute divorce on the grounds of irreconcilable differences. It now appears to the Court that a notarized Marital Dissolution Agreement has been reached between the parties and filed with the Court. Now, based on the Plaintiff's oral Motion to Amend Pleadings and the entire record in this cause, the Court enters the following findings of fact:

Based upon the findings of this Court that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of all property rights between the parties; that there are no contested pleadings in this action; that the marriage is irretrievably broken and there is no likelihood that the parties will reconcile; and that the Marital Dissolution Agreement is a fair and equitable disposition of all marital property, assets and liabilities:

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED as follows:

1. That the complaint filed herein is amended to indicate that the parties separated on February 15, 1992.

2. That the Plaintiff, Jane Marie Martin, shall be granted an absolute decree of divorce on the grounds of irreconcilable differences;

3. That the Marital Dissolution Agreement is approved in its entirety and herewith incorporated as follows:

7.8.57.3

IDENTIFICATION REFERENCE

Dec 31 12 56 PM '92

DAVIDSON COUNTY, TN

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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JANE MARIE MARTIN,

Plaintiff/Wife

vs. D.C. No. 92D-114

JAMES CURTIS MARTIN,

Defendant/Husband

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between JANE MARIE MARTIN (hereinafter referred to as "Wife") and JAMES CURTIS MARTIN (hereinafter referred to as "Husband"), subject to the following terms and conditions:

WITNESSETH:

WHEREAS, the parties were married August 6, 1983, in Cerro Gordo County, Iowa; and

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

WHEREAS, it is the decision of the parties, insofar as they are able, without the concurrence of the Court, to amicably settle their differences with respect to all property rights, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to all of their property and other matters of concern; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties acknowledge and understand that a Divorce Complaint is presently pending in the above court and that as soon as possible after the execution of this Agreement, the Wife shall proceed to obtain a divorce on the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee; and, that the Husband waives service in this cause in accordance with the provisions of T.C.A. Sec. 36-4-103 (a) (2).

2. The consideration for this Agreement is the mutual promises and agreements herein contained. Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other, or compel, or endeavor to compel the other to cohabit or dwell with him or her.

3. Husband shall receive exclusive ownership of all real property owned by the parties and shall be individually responsible for any indebtedness thereon. Wife shall execute any necessary documents to effectuate this agreement.

4. The parties agree that they have certain joint debts as enumerated hereinafter and that the Wife shall be solely responsible for payment to the following: Dillards, Castner-Knott, Overbrook, St. Joseph Mercy Hospital.

Husband shall be solely responsible for payment to the following: Sears, and his student loan.

Each party shall be individually responsible for any debts in his/her individual name.

5. The parties have divided all household and personal items, and each party shall have exclusive ownership of that in his/her possession.

6. Wife shall have as her sole property the 1983 Porsche automobile. The Husband shall have as his sole property the 1988 Toyota Camry. Each shall be individually responsible for any indebtedness or leasing payments due on the vehicle they are to receive and shall hold the other party harmless for any responsibility therefor.

7. (a) The parties agree that the Wife shall have the care,

custody and control of the parties minor children, MELISSA MARIE MARTIN (D/O/B 6/30/86) and ANN CASEY MARTIN (D/O/B 10/19/88), subject to reasonable visitation by the Husband. Wife shall have the right to claim the tax exemption for the children when filing her individual tax returns. Husband agrees to execute any necessary documents. Husband shall pay directly to Wife, weekly, the sum of Fifty ($50) Dollars per child, totalling One Hundred ($100), commencing immediately. Said amount is in compliance with appropriate guidelines presently adopted by the Circuit Court of Davidson County, Tennessee. The parties acknowledge that no action by either, or both, of them shall be effective to reduce the above child support after the due date of each payment and, they further understand, that court approval must be obtained before child support amounts can be reduced.

(b) Husband shall have visitation with the minor children every other weekend from 6:00 p.m. Friday until 6:00 p.m. Sunday. Additionally, he shall have visitation on each Wednesday night from 5 P.M. until 8 P.M. Furthermore, Husband shall have summer visitation with the children of up to four (4) weeks, upon giving Wife 30 days notice as to dates of such visitation.

(c) Furthermore, the father shall have holiday visitation with the child in the following manner:

On odd numbered years:

Easter - from 9:00 a.m. Thursday before until 6:00 p.m. Easter Sunday

Christmas - From December 20 at 6:00 p.m. until 10:00 p.m., December 24.

On even numbered years:

Thanksgiving - from 9:00 a.m. day before until 6:00 p.m. Sunday.

Christmas - From December 24 at 10:00 P.M. until December 29 at 6 P.M.

8. Each party shall receive all funds on deposit in checking and/or savings accounts in their individual names, free of any

claim by the other party.

9. Each party shall be responsible for one-half of any court costs associated with this matter.

10. In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and court costs in the enforcement of same.

11. In the event a creditor of either party makes a claim against the other party, which is upheld by a court of competent jurisdiction, 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 from the responsible party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney fees.

12. With respect to each party's responsibility for the payment of certain debts and liabilities and their obligations to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 U.S.C. Section 523 (5) of the Bankruptcy Code, the 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 Marital Dissolution Agreement.

13. Wife acknowledges that the provisions of this Agreement for her support and maintenance are fair, adequate and satisfactory to her.

14. The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

15. This Agreement contains the entire understanding of the

parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

16. It is understood and agreed between the parties that this Agreement is intended to be the final settlement of all property rights, support rights, and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of the 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, curtsey, 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 owed by Husband and Wife, individually or jointly or any property that either of them may acquire in the future.

17. Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement in its entirety, and that they have signed same voluntarily.

18. This Agreement may be altered, amended or canceled only by an instrument in writing signed by each of the parties. This requirement cannot be waived by oral agreement nor without court approval.

WITNESS OUR HANDS and seals this 5th day of November, 1992, as to the Wife, and on the 27 day of Oct, 1992 as to the Husband.

Jane M. Martin
JANE MARIE MARTIN

James C. Martin
JAMES CURTIS MARTIN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a notary public in and for the said county and state, the within named JANE MARIE MARTIN, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purpose therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 3rd day of November, 1992.

Stephanie Martin
Notary Public

My Commission Expires: 1/22/95

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a notary public in and for the said county and state, the within named JAMES CURTIS MARTIN, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 27 day of OCT, 1992.

Notary Public

My Commission Expires: 5/23/94

IT IS FURTHER ORDERED, ADJUDGED and DECREED that this divorce may be modified only by the written consent of the parties, subject to the approval of this Court, or by Court Order based on the exigencies of the parties.

IT IS ACCORDINGLY SO ORDERED, ADJUDGED and DECREED. Costs of this action, if any are unpaid, are hereby assessed against the plaintiff, for all of which let execution issue, if necessary.

Done and entered by me this 18 day of November 1992.

Karen Cain
SPECIAL JUDGE KAREN CAIN

APPROVED FOR ENTRY:

Carl Shusky # 5185
Attorney for Plaintiff
305 Rivergate Park Office Bldg.
1994 Gallatin Road, North
Madison, TN 37115
(615) 859-5588

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing instrument has been hand-delivered to Scott Parsley, Attorney for Defendant, this 13th day of November, 1992.

Carl Shusky

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* 13th *day of* NOVEMBER, *19* 92, *in Case Number* 92D-114 *between* JANE MARIE MARTIN *Plaintiff, and* JAMES CURTIS MARTIN *Defendant, as same remains of record in Book* 211C, *Page* 1645 *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* 23rd *day of* December *in the year one thousand nine hundred and* Ninety-Two *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary Bibbley *D.C.*