2118/1213

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JENNIFER LEE HOBBS,
Plaintiff/Wife

VS.

ANDREAS WILLIAM HOBBS,
Defendant/Husband.

NO. 92D-2649

44-14
9

FINAL DECREE OF DIVORCE BOOK 8841 PAGE 405

This cause came on to be heard on the 13th day of November, 1992, before the Honorable ~~Muriel Robinson Rice, Judge~~ Karen Cain, Special Judge, upon the Complaint of Plaintiff/Wife, Jennifer Lee Hobbs, hereafter called "Wife", for an absolute divorce from Defendant/Husband, Andreas William Hobbs, 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, Jennifer Lee Hobbs, should be and she hereby is awarded an absolute divorce from Husband, Andreas William Hobbs, 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 July 29, 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

THIS AGREEMENT entered into on the dates set forth beside their signatures below, by and between JENNIFER LEE HOBBS, hereinafter referred to as "Wife", and ANDREAS WILLIAM HOBBS, hereinafter referred to as "Husband":

W I T N E S S E T H

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable, and there is contemplated the filing of a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee Case No. 9202649 wherein Wife seeks an absolute divorce from Husband on the grounds of irreconcilable differences; 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 shall have sole and exclusive care, custody and control of the minor child of the parties, Daniel Allen Hobbs (DOB 3-27-86). Husband shall be afforded visitation with the minor child as set forth hereinafter below as follows:

(A) Husband shall be permitted visitation from Friday at 6:00 PM until Sunday evening at 6:00 PM every other weekend.

(B) It is acknowledged by the parties that Husband will have additional visitation on Christmas Eve of each year from 2:00 PM on December 24th until 10:00 PM on December 24th with Husband to return the minor child to the residence of Wife no later than 10:00 PM, it being expressly understood that the minor child shall be with Wife the entire day of Christmas Day of each year. The heretofore described Christmas visitation shall continue from year to year.

(C) Husband shall have such other reasonable visitation as the parties shall mutually agree upon to be in the manifest best interest of the minor child.

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

2. Husband shall pay to wife the sum of $75.00 per week as support and maintenance for the parties minor child. Said payments shall commence immediately upon the execution of this agreement and shall continue until the minor child of the parties attains his eighteenth birthday or graduates with his regularly scheduled high school class, whichever event last occurs. The parties acknowledge that the child support set forth herein is in accordance with the terms and conditions of the TDHS Title IV-D established guidelines and exceeds 21 percent of Husband's adjusted gross weekly income since he is presently unemployed.

The parties affirmatively acknowledge that no action by the parties will be effective to reduce the child support after the due date of each payment and they understand that court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of this Agreement.

3. In regard to the division of personal property between the parties, Husband shall be and is divested of any right, title or interest in or to any personal property now in the possession of Wife or located at 225 Martingale, Old Hickory, Davidson County, Tennessee 37138 and it is agreed that Husband shall be vested with sole right, title and interest to the personal property now in his possession at his present residence and that Wife shall be and is divested of any right, title and interest in said property. Both parties acknowledge that all other items of personal property have already been equitably divided between the parties.

4. Wife agrees to maintain the parties' minor child upon any group medical and hospitalization insurance plan provided through her employer. The parties mutually agree that each shall be responsible for one-half of all deductibles and uninsured medical, dental, vision and hospitalization expenses incurred for the benefit of the child not otherwise covered by insurance. Wife shall provide Husband with photostatic copies of any and all bills, receipts, invoices or estimates that she might obtain for hospital, medical, dental or optometric treatment for the minor child. Husband shall cause his one-half of said uninsured medical, dental, optometric or other reasonable expenses that may be incurred for the benefit of the minor child to be paid within thirty (30) days of said expenses having been incurred, or within thirty (30) days of receipt of any estimate made by a health care provider, whichever event shall last occur.

5. (A) Husband and Wife acknowledge that they presently own as tenants by the entirety, the following described real property hereinafter set forth below:

LAND in Davidson County, Tennessee, being Lot No. 225, Block 4 on the Plan of CUMBERLAND TERRACE, Section 1, of record in Book 1424, Page 49, Register's Office for Davidson County, Tennessee, described as follows:

SAID Lot No. 225 fronts 75 feet on the westerly side of MARTINGALE DRIVE and extends back 154 feet on the northerly line and 151.3 feet on the southerly line to a dead line in the rear measuring 75 feet thereon.

BEING the same property conveyed to Andreas William Hobbs and wife, Jennifer Lee Hobbs, by deed dated August 20, 1985 of record in Book 6635, Page 165, R.O.D.C.T.

(B) Husband shall be and is divested and Wife shall be and is vested with sole right, title and interest in and to the aforementioned real property which is located at 225 Martingale Drive, Old Hickory, Davidson County, Tennessee 37138. Wife shall be and is solely responsible for all mortgages indebtednesses, taxes and maintenance for said property.

6. Husband shall be and is solely responsible for all indebtedness 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 indebtedness which appear primarily in her name, including the debts scheduled on the parties' joint petition in bankruptcy, previously filed in the U.S. District Court for Middle Tennessee, to which reference is made and shall hold harmless and indemnify Husband for same unless otherwise set forth below.

7. Husband shall be and is divested of any right, title or interest in and to the 1987 Grand Am automobile and Wife 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 indebtednesses, maintenance and insurance associated therewith. Wife shall be and is divested of any right, title or interest in and to the 1985 Ford F150 pick-up truck and the Chevrolet Nova automobile and Husband shall be and is vested with sole right, title and interest in and to said vehicles. Husband shall be solely responsible for and shall hold harmless and indemnify Wife for all indebtednesses, maintenance and insurance associated therewith. Both parties agree and acknowledge that they shall sign any and all documents necessary to effectuate the transfer of said vehicles, if any such documents become necessary.

8. 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, coercio herein

stated. Further, this agreement is the entire agreement between the parties and each acknowledges receipt of a copy of this agreement.

9. 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 this agreement. The parties acknowledge that David R. 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.

10. With respect to each parties 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 U.S.C. 523(5) of the Bankruptcy Code, this obligation being a 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.

11. Wife shall be and is solely responsible for her attorney's fees should they not exceed $400.00. However, should Wife's reasonable attorneys fees exceed $400.00 Husband agrees to reimburse Wife for one-half (1/2) of all of her attorneys fees in excess of $400.00 incurred in this cause. The parties agree that they will each be responsible for one-half (1/2) of all court costs associated with this action, for which let execution issue if necessary.

12. This agreement shall be submitted to the court and, if approved, shall be incorporated into any final decree of divorce granted to 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.

13. 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.

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

Jennifer L. Hobbs
JENNIFER LEE HOBBS
"Wife"
DATE: 7/29/92

Andreas W Hobbs
ANDREAS WILLIAM HOBBS
"Husband"
DATE: 7/28/92

* * * * *

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 JENNIFER LEE HOBBS, 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 29th day of July, 1992.

Julie D. Crabb
NOTARY PUBLIC

My Commission Expires: 1/22/95

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 ANDREAS WILLIAM HOBBS, 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 28th day of July, 1992.

Lisa M Ledbetter
NOTARY PUBLIC

My Commission Expires: 5/25/96

The current addresses of the parties are as follows:

Husband: Andreas William Hobbs
5610 Old Hickory Blvd.
White Oaks Apts. #A-38
Hermitage, TN 37076

Wife: Jennifer Lee Hobbs
225 Martingale Drive
Old Hickory, TN 37138

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 13 day of November, 1992.

Karen Cain
SPECIAL JUDGE

APPROVED FOR ENTRY:

David R. Kennedy
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, Andreas William Hobbs, 5610 Old Hickory Blvd., White Oak Apts. #A-38, Hermitage, TN, 37076, this 3rd day of November, 1992.

David R. Kennedy
DAVID R. KENNEDY

BOOK 8841 PAGE 412

8 3 0 2 5

IDENTIFICATION REFERENCE

JAN 15 8 58 AM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PICK-UP

6326 01/15 0101 03CHECK 32.00

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* Thirteenth *day of* November, *19* 92, *in Case Number* 92D-2649 *between* Jennifer Lee Hobbs *Plaintiff, and* Andreas William Hobbs *Defendant, as same remains of record in Book* 211B, *Page* 1213 *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* 15th *day of* January *in the year one thousand nine hundred and* Ninety-Three *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117