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1990 SEP 20 PM 3:58
GEORGE C. ROCKER, CLERK
D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

SADIE FRANCES WHITE,
Plaintiff,

v.

JOEL ROBERT WHITE,
Defendant.

No. 90-D-1018

BOOK 8929 PAGE 634

FINAL DECREE

THIS CAUSE came on to be heard on September 20, 1990 before the Honorable James R. Everett, Jr., Judge of the Probate Court of Davidson County, Tennessee, upon original Complaint for Divorce filed by Wife, Answer and Counter-Complaint of Husband, Answer to the Counter-Complaint filed by Wife, the withdrawal of the original Complaint filed by Wife, and withdrawal of the Answer to the Counter-Complaint filed by Wife. After testimony of Husband, the Court was of the opinion that the parties have irreconcilable differences and that Husband should be granted an absolute divorce on these grounds. Further, the Court approves the Marital Dissolution Agreement.

IT IS, THEREFORE, ORDERED by the Court that Husband be and he is hereby granted an absolute divorce on the grounds of irreconcilable differences and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

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

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Sadie Frances White, hereinafter referred to as the "Wife", and Joel Robert White, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for custody of the parties' minor child, and the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Husband in the Probate Court for Davidson County, Tennessee, and docketed at number 90D-1018, to which reference is specifically made; and,

WHEREAS, there is one (1) minor child born of this marriage, namely, to wit, Melissa White (d.o.b. 8-3-73); and,

WHEREAS, the parties own some real property located in Davidson County, Tennessee, but no other, and some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and between the parties, that 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. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE.

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. CUSTODY.

It is agreed by and between the parties that they shall have joint legal custody of the one (1) minor children of the parties, and that the Husband shall be designated as the primary physical custodian.

IV. CHILD SUPPORT.

The parties acknowledge that the Husband's earnings are sufficient to provide for the care and maintenance of the minor child of the parties. The parties further acknowledge that the Wife is unemployed and that, as of the execution of this Agreement, the Wife has not been released from her physician's care as a result of an automobile accident in April 1990. For these reasons, the parties agree that the Wife shall not pay any child support to the Husband, and the child support award does not conform to the child support award guidelines established by the Department of Human Services pursuant to Tennessee Public Chapter 206, Acts of 1989.

V. HEALTH INSURANCE.

It is agreed by and between the parties that the Husband will maintain health insurance for the minor child of the parties. It is further agreed that the Husband will each pay all reasonable and necessary medical, dental, optic, orthodontic, psychological and/or psychiatric expenses for the minor child that are not covered by the health insurance.

VI. COLLEGE EXPENSES.

It is agreed by and between the parties that each party shall pay one-half of all expenses incurred for the minor children's college or other post-high school education including cosmetology school, (including but not limited to tuition, room and board, books, lab fees, student activity fees, sorority and fraternity fees, travel between home and the school, clothing and personal necessities) until each child has attained the age of 25 years, so long as each child makes a reasonable effort toward his or her course of studies.

VII. VISITATION.

It is agreed by and between the parties that the Wife shall have visitation privileges with the minor child of the parties at all reasonable times and places. The parties acknowledge that visitation is in the best interest of the minor child of the parties and both parties agree to encourage the minor child to treat the other parent with respect and to do nothing to interfere with the minor child's relationship with the other parent.

VIII. PROPERTY DIVISION.

a) Vehicles. It is agreed by and between the parties that each party shall keep as their sole property that vehicle which they now have, titled in the their own names, free and clear of any interest or claim of the other. The parties agree to indemnify and hold the other harmless from any liability for any encumbrances thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that the Husband shall have as his sole property all items of household furniture, fixtures and appliances that he has purchased since the separation of the parties, and his personal items including clothes, toiletries, jewelry, etc. It is further agreed by and between the parties that all other items of household furniture, fixtures and appliances owned by the parties shall be and become the sole property of the Wife, free and clear of any interest or claim of the Husband.

c) Bank Accounts. The parties acknowledge that they hold certificates of deposit in the approximate amount of $20,000.00. It is agreed by and between the parties that the $20,000.00 in certificates of deposit shall be the sole property of the Husband, and any interest of the Wife in the certificates of deposit shall be divested from her and reinvested in the Husband, so that he shall own them as his sole property, free and clear of any interest or claim of the Wife. It is agreed that each party shall own as their sole property all other bank accounts, that

they have in their sole names.

It is agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other.

d) Boats. The parties acknowledge that they own a 33 foot Pearson sailboat which is encumbered and in which the parties have approximately $18,000.00 equity. It is agreed by and between the parties that the Husband shall own the sailboat as his sole property, and any interest of the Wife in the sailboat shall be divested from her and reinvested in the Husband so that he shall own the sailboat as his sole property, free and clear of any interest or claim of the Wife.

e) Cash Payments to Wife. As a further division of property and settlement of the property rights between the parties, the Husband agrees to pay to the Wife the sum of Fifteen Thousand ($15,000.00) Dollars, payable as follows: $5,000.00 upon entry of a Final Decree of Divorce, $5,000.00 on or before April 1, 1991, and $5,000.00 on July 1, 1991.

IX. HUSBAND'S BUSINESS AND BUSINESS PROPERTY.

The parties acknowledge that the Husband operates a lawn maintenance and landscaping business in addition to his wage earning employment. The parties further acknowledge that this business owns certain assets, including particularly a commercial lot and building on Eugenia Street in the Woodbine area of Davidson County, Tennessee, certain lawnmowers, tractors, trucks, snow plows, weed eaters and other professional equipment, certain contracts and accounts receivable, certain financing contracts with John Deere for equipment purchases, goodwill, and other assets and liabilities. It is agreed by and between the parties that the Husband shall own all of the business assets and be solely responsible for all of the business liabilities. The Wife agrees that any interest that she might have in any of the Husband's business assets, as set forth herein, shall be divested from her and reinvested in the Husband, so that he shall own this landscaping and lawn maintenance business, free and clear of any

interest or claim of the Wife. The Husband agrees that he shall be solely responsible for any debts, loans or encumbrances incurred in the name of or for the benefit of the business, and he agrees to indemnify and hold the Wife harmless thereon.

The real property being the commercial lot and building owned by the business is more particularly described as follows:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:
>
> LAND in Davidson County, Tennessee, being Lot No. 29 on the Map of Grandview Heights Subdivision, as of record in Book 161, pages 14 and 15, Register's Office for Davidson County, Tennessee.
>
> SAID Lot No. 29 fronts 50 feet on the westerly side of Eugenia Avenue and runs back between parallel lines 150 feet to an alley.
>
> BEING the same property conveyed to Ralph Henson and wife Alberta Fay Henson by deed from Gilbert Waldrow and wife Lillie Jean Waldrow of record in Book 5021, Page 660; Register's Office for Davidson County, Tennessee.
>
> AND BEING the same property conveyed to Joel R. White and wife Sadie F. White by Warranty Deed of record in Book 8085, page 977, Register's Office for Davidson County, Tennessee.

X. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 422 Kinhawk, Nashville, Davidson County, Tennessee 37211, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from him and reinvested in the Wife. The property is more particularly described as follows:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:
>
> Land in Davidson County, Tennessee, being Lot No. 100 on the Plan of Forrest Acres Estates, Section I, as of record in Book 3700, page 2, Register's Office for said County.
>
> Said Lot No. 100 fronts 168 feet on the northwesterly side of Kinhawk Drive, and extends back 204.57 feet on the northwesterly

line and 179.13 feet on the southwesterly line, to a dead line in the rear on which it measures 169.92 feet.

Being the same property conveyed to Robert A. Preuett, Sr. and wife, Ellen J. Preuett, by deed from Individualized Homes, Inc., of record in Book 4404, page 139, Register's Office for Davidson County, Tennessee.

AND BEING the same property conveyed to Joel R. White and wife, Frances S. White, by Warranty Deed of record in Book 5347, page 768, Register's Office for Davidson County, Tennessee, Frances S. White and Sadie F. White being one and the same person.

The parties acknowledge that the aforesaid real property is encumbered by two (2) mortgages. It is agreed by and between the parties that the Wife shall be solely responsible for the first mortgage payable to Glendale Mortgage Co., in the approximate amount of $428.00 per month, and that she shall indemnify and hold the Husband harmless thereon. It is further agreed by and between the parties that the Husband shall be solely responsible for the second mortgage payable to Ford Motor Credit, in the approximate amount of $22,000.00 and that he shall indemnify and hold the Wife harmless thereon. If the Wife sells the residence and real property, the Husband agrees to pay to the Wife any sum due and owing as of the date of closing on the said second mortgage.

XI. RETIREMENT PLANS.

The parties acknowledge that the Husband has acquired an interest in a retirement/pension/profit sharing plan as a result of his employment with an approximate value of $20,000.00. It is agreed by and between the parties that the Husband shall own this asset as his sole property and any interest of the Wife in the Husband's retirement/pension/profit sharing plan shall be divested from her and reinvested in the Husband, so that he shall own it as his sole property, free and clear of any interest or claim of the Wife.

XII. LIFE INSURANCE.

It is agreed by and between the parties that the Husband shall keep in effect that life insurance which he presently has with the minor child of the parties as beneficiary.

XIII. MARITAL DEBTS.

It is agreed by and between the parties that the Wife shall be solely responsible for the following debts: the debt to American Fitness Health Club for the lifetime family membership, and the debt encumbering her automobile. It is agreed by and between the parties that the Wife shall indemnify and hold the Husband harmless therefrom.

It is further agreed by and between the parties that the Husband shall be solely responsible for the following debts: the Mastercard debt and the American Express debt. It is agreed by and between the parties that the Husband shall indemnify and hold the Wife harmless therefrom.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

XIV. ALIMONY.

The Husband agrees to pay to the Wife as alimony the sum of One Thousand ($1,000.00) Dollars per month for the twelve (12) consecutive months immediately following entry of a Final Decree of Divorce, payable on or before the 5th day of each month.

As further alimony, the Husband agrees to pay the premium for the Wife's health insurance pursuant to the COBRA provisions of the Husband's health insurance, if available to the parties, and if not available to the parties, the Husband agrees to obtain private health insurance and to pay the premium thereon, for a period of thirty-six (36) months.

XV. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

XVI. TAX DEDUCTION FOR CHILD.

It is agreed by and between the parties that the Husband shall claim the one (1) minor child of the parties as a dependent

for federal income tax purposes, and the Wife agrees to execute any and all forms required by the Internal Revenue Service in order to enable the Husband to claim the said deduction.

XVII. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

XVIII. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband.

XIX. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XX. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XXI. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their 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 others property, including without limitation, dower, courtesy, 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/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually

or jointly, or any property that either of them may acquire in the future.

XXII. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XXIII. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XXIV. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XXV. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XXVI. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid

provision shall not affect the other provisions of this Agreement, said provisions being severable.

XXVII. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as her or her sole property, free and clear of any interest or claim of the other.

WITNESS OUR HANDS, this 5th day of September, 1990 as to the Wife, and this 7th day of SEPTEMBER, 1990 as to the Husband.

Sadie Frances White
SADIE FRANCES WHITE

Joel Robert White
JOEL ROBERT WHITE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, SADIE FRANCES WHITE, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 5th day of September, 1990.

My Commission expires: 7-24-93

Brenda W. DuBall
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, JOEL ROBERT WHITE, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 7th day of Sept., 1990.

My Commission expires: 3-11-91

Rosalee M. Roach
NOTARY PUBLIC

13919
IDENTIFICATION REFERENCE
APR 29 8 46 AM '93
DAVIDSON COUNTY, TN

IT IS FURTHER ORDERED by the court that the business property or real property being the commercial lot now vested in Husband to be his absolutely is described in words and figures as follows, to-wit:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:
>
> LAND in Davidson County, Tennessee, being Lot No. 29 on the Map of Grandview Heights Subdivision, as of record in Book 161, pages 14 and 15, Register's Office for Davidson County, Tennessee.
>
> SAID Lot No. 29 fronts 50 feet on the westerly side of Eugenia Avenue and runs back between parallel lines 150 feet to an alley.
>
> BEING the same property conveyed to Ralph Henson and wife Alberta Fay Henson by deed from Gilbert Waldrow and wife Lillie Jean Waldrow of record in Book 5021, Page 660; Register's Office for Davidson County, Tennessee.
>
> AND BEING the same property conveyed to Joel R. White and wife Sadie F. White by Warranty Deed of record in Book 8085, page 977, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED by the Court that the real property being the homeplace of the parties now vested in Wife to be hers absolutely is described in words and figures as follows, to-wit:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:
>
> Land in Davidson County, Tennessee, being Lot No. 100 on the Plan of Forrest Acres Estates, Section I, as of record in Book 3700, page 2, Register's Office for said County.
>
> Said Lot No. 100 fronts 168 feet on the northwesterly side of Kinhawk Drive, and extends back 204.57 feet on the northwesterly line and 179.13 feet on the southwesterly line, to a deed line in the rear on which it measures 169.92 feet.
>
> Being the same property conveyed to Robert A. Preuett, Sr. and wife, Ellen J. Preuett, by deed from Individualized Homes, Inc., of record in Book 4404, page 139, Register's Office for Davidson County, Tennessee.
>
> AND BEING the same property conveyed to Joel R. White and wife, Frances S. White, by Warranty Deed of record in Book 5347, page 768, Register's Office for Davidson County, Tennessee, Frances S. White and Sadie F. White being one and the same person.

The Court finds that the address of Husband is P.O. Box 111283, Nashville, Tennessee 37211 and the address of Wife is 422 Kinhawk Avenue, Nashville, Tennessee 37211.

ENTER this 20 day of Sept, 1990.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

Jack A. Butler, #2838
BUTLER & PHILLIPS
First American Center, Suite 2395
315 Deaderick Street
Nashville, Tennessee 37238-2395
(615) 244-3300

Attorneys for Husband

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been hand-delivered or mailed, via United States Mail, postage prepaid, to Mary Arline Evans, attorney for Wife, 214 Third Avenue North, P.O. Box 3348, Nashville, Tennessee 37219-0348, this 20 day of Sept, 1990.

mail

Jack A. Butler

STATE OF TENNESSEE

RICHARD R. ROOKER
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* PROBATE COURT *Circuit Court for Davidson County, Tennessee, on the* TWENTIETH *day of* SEPTEMBER, *19* 90, *in Case Number* 90D-1018 *between* SADIE FRANCES WHITE *Plaintiff, and* JOEL ROBERT WHITE *Defendant, as same remains of record in Book* 56C, *Page* 1406 *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* 28 *day of* APRIL *in the year one thousand nine hundred and* NINETY-THREE *and in the* 217 *year of American Independence.*

RICHARD R. ROOKER
~~GEORGE L. ROOKER~~, *Clerk,*
By Barbara Eldridge *D.C.*