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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUN 2 1993 4:30

RICHARD R. ROOKER, CLERK

D.C.

MARY MAGDALENE JONES,

Plaintiff/Wife,

v.

RUSSELL JONES,

Defendant/Husband.

Docket No. ~~92D-4651~~ 91D-4651

FINAL DECREE

This cause came on to be heard on the 2nd day of June, 1993 before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Wife, service of process on the Husband, upon the written Marital Dissolution Agreement executed by the parties, upon the testimony of the Wife and the statements of counsel and upon the entire record from all of which the Court finds that there are irreconcilable differences in the marriage that the Wife should be awarded an absolute divorce from the Husband. The Court further affirmatively finds that the written Marital Dissolution Agreement tendered to the Court makes an equitable settlement of all property rights between the parties and further makes adequate and sufficient provision for the custody and support of the parties' minor child.

The Court further finds that the agreed upon child support provisions are consistent with Title IV-D guidelines as required by T.C.A. § 36-5-101(e)(2). It is, therefore,

ORDERED, ADJUDGED and DECREED that the Wife, Mary Magdalene Jones, be awarded an absolute divorce from the Husband, Russell Jones, on the ground of irreconcilable differences; and it is further

ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement be approved and made a decree of this Court, the same being incorporated herein in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK
D.C.

MARY MAGDALENE JONES
3620 Chesapeake Drive
Nashville, Tennessee 37207

VS.

RUSSELL JONES
111 Vista Place
Nashville, Tennessee 37207

NO. 92D-4651

MARITAL DISSOLUTION AGREEMENT

THIS MARITAL DISSOLUTION AGREEMENT, made on this the 2nd day of June, 1993, by and between MARY MAGDALENE JONES, hereinafter referred to as the "Wife", and RUSSELL JONES, hereinafter referred to as the "Husband".

W I T N E S S E T H:

WHEREAS, the parties hereto were married on August 6, 1983;

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart, and each state that it is their mutual desire that their marriage be terminated by divorce;

WHEREAS, the Wife filed suit for divorce in the Fourth Circuit Court for Davidson County, Tennessee, Docket No. 92D-4651, seeking, among other things, an absolute divorce; and

WHEREAS, the parties desire to enter into the following Marital Dissolution Agreement as a complete and final settlement with respect to all questions as to custody, child support, and the division of their property.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Personal Property. The parties have heretofore separated and maintained separate residence. Each party agrees that they will make no further claims on any of the property in the other's possession. Each party shall be responsible for any debts on such personal property.

Wife shall retain her 1985 Cavalier automobile and be solely responsible for the upkeep on it and hold the Husband harmless from any liability thereon.

Husband shall retain his 1985 Oldsmobile automobile and be

solely responsible for the balance of debt on it and hold the Wife harmless from any liability thereon.

2. Assets and Debts. Wife is to be held harmless from any of the Husband's consumer loans in his own name accumulated during the course of the marriage. Wife will pay all balance on debts in her name solely, and hold the Husband harmless thereon. Husband shall be responsible for the balance for debts in his name solely. Each party relinquishes any claim on the other's bank accounts or retirement accounts.

3. Child Custody and Visitation. The Wife shall have and retain custody of the parties' minor child, Rachel Lynn Jones, born December 11, 1985, with the Husband having reasonable visitation with the minor child every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday. In addition to the visitation set forth above, the Husband and Wife shall each have two (2) weeks each year of uninterrupted visitation with the minor child for the purpose of vacations.

Both the Husband and the Wife are RESTRAINED and ENJOINED from having an unrelated person of the opposite sex spending nights in their home in the presence of the minor child and from moving out of the State of Tennessee with the minor child without prior Court approval.

The major holidays of Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day will be alternated between the parties. The child will be with the Mother on Mother's Day and with the Father on Father's Day, and the child's birthday shall be divided between the parents.

4. Child's Medical Expense. Husband agrees to keep the child covered with major medical and hospitalization coverage so long as same is available through his employer, and to pay one-half (1/2) of any deductible and uncovered medical, mental, dental, pharmacy, ophthalmological and orthodontic expenses not paid for by such insurance to Wife within thirty (30) days of her supplying him with copies of such bills and expenses.

5. Life Insurance. Husband agrees to keep in force a life insurance policy through his employer or otherwise, in the face

amount of Ten Thousand ($10,000.00) Dollars, payable to the Wife for the benefit of the minor child until the child reaches the age of twenty-five (25) or completes her college education, whichever occurs first.

6. Child Support. Husband shall pay directly to Wife the sum of Four Hundred Forty-Seven & 50/100 ($447.50) Dollars per month as and for the support and maintenance of the parties' minor daughter, payable on the 15th day of each month, commencing June 15, 1993 and continuing monthly thereafter until the minor child reaches the age of eighteen (18) or graduates with her high school class, whichever occurs last.

The Child Support Guidelines promulgated by the Department of Human Services have been applied in setting support. Said support shall not be reduced or prorated unless specifically ordered by the Court. The parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment and that Court approval is required for reduction of child support payments unless such a provision is contained in the agreement.

7. Real Property. The parties currently own the real property at 3620 Chesapeake Drive, Nashville, Tennessee, more particularly described as follows, which is divested out of the Husband's name and vested solely in the Wife's name, to-wit:

> LAND in Davidson County, Tennessee, being Lot No. 131 on the Plan of Timberwood Estate, Section 4, as of record in Book 6900, page 228, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a complete and accurate description thereof.

Wife shall be responsible for payment of the mortgage, together with the property taxes, insurance and maintenance on said real property, and shall hold the Husband harmless thereon; provided, however, that in the event that Wife is unable for two (2) consecutive months to make the house note and the mortgage is placed in a default status, then and in that event, the Husband shall have the option to receive possession of the marital home, pay all delinquent balances and keep the mortgage current thereafter, and the Wife shall, in such an event, be required to execute the documents necessary to convey said real property in fee

to the Husband, free of any right, claim or interest of the Wife.

In the event the Wife refinances the mortgage against said real property in her name only, then and in that event, the provisions of the prior paragraph shall be of no further force and effect.

8. Attorney's Fees. Each party shall be responsible for paying his or her own attorney's fees upon the entry of the parties' final decree of divorce. The parties shall equally divide the Court costs incurred in connection with the granting of this divorce.

9. It is further mutually agreed and understood that, after the signing of this instrument, both parties are to be forever barred from any right, claim, dower, or interest in and to the property of the other.

10. It is further agreed by and between the parties hereto that upon execution of this agreement, neither party will use or attempt to use the credit of the other for any purpose whatsoever, without first obtaining the written permission or consent of the other party.

11. This agreement is meant and intended by the parties hereto to be a post-nuptial marital dissolution agreement, and is to be a full, final and complete release by each party, of any interest whatsoever, which each party may now or hereinafter have in and to the property of the other as herein provided.

IN WITNESS WHEREOF, the parties have hereunto set their signatures, on the day and date first above set out.

Mary M Jones
MARY MAGDALENE JONES

Russell Jones
RUSSELL JONES

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 MARY MAGDALENE JONES, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 2nd day of June, 1993.

Helen S Rogers
Notary Public

My Commission Expires: 1/25/97.

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 RUSSELL JONES, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 28 day of May, 1993.

Sylvia R. Sapotta
Notary Public

My Commission Expires: 9-05-93.

149:036

It is further ordered that the child support payments set forth herein shall not be reduced or prorated pending further orders of the Court; and it is finally

ORDERED, ADJUDGED and DECREED that the costs of this cause shall be taxed equally to Mary Magdalene Jones and Russell Jones for which amount let execution issue if necessary.

ENTERED this 2nd day of June, 1993.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

Helen S. Rogers, #7025
Attorney for Plaintiff/Wife
JONES & ROGERS
Suite 1550
Third National Bank Building
201 Fourth Avenue North
Nashville, Tennessee 37219
(615) 256-5144

mail

CERTIFICATE OF SERVICE

The undersigned certifies that on the 2nd day of June, 1993, all the persons listed below were served with a copy of the foregoing Final Decree at their respective addresses by the identified method:

___ Deposit in the U.S. Mail
_✓_ Hand Delivery
___ Fax
___ Overnight Delivery

HELEN S. ROGERS

Mr. Morris Levine
Attorney for Defendant/Husband
1119 Stahlman Building
211 Union Street
Nashville, Tennessee 37201

HSR/pdh/j\a:jones.mar

STATE OF TENNESSEE

I, **RICHARD R. 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 _02 day of _JUNE , 19 _93 , in the Case Number _91D4651 between _JONES, MARY MAGDALENE Plaintiff, and _JONES, RUSSELL____ Defendant.
as same remains of record in Book 2170 , Page _2187 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 _18 day of _JUNE in the year one thousand nine hundred and _ninety-three and in the _217th_ year of American Independence.

RICHARD R. ROOKER, Clerk.

By _____
Deputy Clerk

SEAL

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IDENTIF. & REFERENCE
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FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

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