2142/1398

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

'93 FEB 22 PM 4:32

GEORGE L. ROOKER, CLERK

D.C.

SUZANNE (MAYES) BROTHERS,

Plaintiff/Wife

VS.

CLIFFORD WAYNE BROTHERS,

Defendant/Husband.

NO. 92D-3183

86-10
34

BOOK 9058 PAGE 638

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 22nd day of February, 1993, before the Honorable ~~Muriel Robinson Rice, Judge~~ Rose Palermo, Special Judge, upon the Complaint for Divorce and the Amended Complaint for Divorce of Plaintiff/Wife, Suzanne (Mayes) Brothers, hereafter called "Wife", for an absolute divorce from Defendant/Husband, Clifford Wayne Brothers, 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 grounds; 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, Suzanne (Mayes) Brothers, should be and she hereby is awarded an absolute divorce from Husband, Clifford Wayne Brothers, 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 February 8, 1993, 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:

FILED
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GEORGE L. ROOKER, CLERK
D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into on the dates set forth beside their signatures below, by and between SUZANNE (MAYES) BROTHERS, hereinafter referred to as "Wife", and CLIFFORD WAYNE BROTHERS, hereinafter referred to as "Husband":

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W I T N E S S E T H

WHEREAS, there has been filed a Complaint for Divorce and an Amended Complaint for Divorce in the Circuit Court for Davidson County, Tennessee, which case bears Docket No. 92D-3183, wherein Wife is seeking 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 sole care, custody, and control of the parties' minor child, Lindsey Caryl Brothers (DOB 2/16/89). With regard to child support, maintenance, and visitation, the terms and conditions for same shall be and are as more specifically set forth below:

A. SUPPORT: Husband shall pay directly to Wife for the support and maintenance of the parties' minor child the sum of $60.70 per week, commencing on Friday, January 22, 1993, and continuing each Friday thereafter (in accordance with the Agreed Order on Temporary Support previously entered by this Court in January, 1993), until the minor child shall have attained her 18th birthday, or shall have graduated from high school with her regularly scheduled class, whichever event shall last occur. The parties acknowledge that the child support is equal to 21% of Husband's adjusted gross income and is in compliance with the terms and conditions of TDHS Title IV-D guidelines.

B. VISITATION:

1. Every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m., unless expressly agreed otherwise.

2. Alternating holidays on an annual basis, with Wife to have the minor child on Good Friday/Easter and Independence Day in 1993, with Husband to enjoy visitation on these holidays and New Years Day in 1994; and, Husband shall have the minor child on Memorial Day and Labor Day in 1993, with Wife to have the child on these holidays in 1994; and, the parties shall continue to alternate the holidays in this fashion thereafter.

3. The parties shall mutually agree upon Husband's visitation with the minor child during the Thanksgiving and Christmas Holidays.

4. Husband shall receive two non-consecutive weeks 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.

6. Husband agrees and acknowledges that he shall refrain from consuming alcoholic beverages or other intoxicants during all visitation times.

if financially able, CWB SHB

2. Husband agrees that he shall pay/an amount equal to 30% of all costs attributable to the furtherance of the minor child's education at an accredited state college or university selected by the child for a period of up to four years, provided that the total costs shall not exceed the then existing costs attributable to attendance at a public university in the State of Tennessee. Said costs shall include tuition, books, lab fees, and room and board, less any scholarships, grants, and student loans that may be obtained for the benefit of the child.

3. A. Wife presently owns real property located at 3573 Albee Drive, Hermitage, Davidson County, Tennessee, more specifically described hereinafter below as follows:

> Land in Davidson County, Tennessee, behing Lot No. 25 on the Plan of Chapelwood, Section Two, of record in Book 5200, Page 83, Register's Office for said County.
>
> Said Lot No. 25 fronts 70.00 feet on the southerly margin of Albee Drive and extends back 126.07 feet on the easterly line and 112.73 feet on the westerly line to a dead line in the rear, measuring 71.26 feet thereon.
>
> Being the same property conveyed to Suzanne C. Mayes by Warranty Deed dated September 23, 1985, from Glenn Bauernfeind, unmarried, of record in Book 6664, Page 919, Register's Office for Davidson County, Tennessee. (The said Suzanne C. Mayes (now being Suzanne C. Mayes Brothers) was unmarried at the time said property was acquired, she having subsequently married Clifford Wayne Brothers on February 28, 1987.)

B. Husband acknowledges that the heretofore described real property was purchased by Wife solely in her name prior to the marriage of the parties. The parties agree that Husband shall be and is divested of any right, title, and interest he might otherwise have in said property by virtue of the parties marriage, and Wife shall be and is vested with sole right, title and interest in and to said real property. Wife shall be and is solely responsible for the first mortgage indebtedness in the amount of $429.00 per month due and owing to Trans Financial Bank, and the second mortgage indebtedness in the amount of $184.59 per month due and owing to NationsBank Financial Services. Wife shall further be responsible for all costs of maintenance and upkeep associated with the marital residence.

C. At such time as the above-described real property shall have been sold, the parties agree that Wife shall pay directly to Husband the sum of $1,000.00 from the net proceeds derived from said sale. Upon the entry of a Final Decree of Divorce in this case and cause of action, Husband shall immediately thereafter sign a Quitclaim Deed to Wife in order to effectuate the transfer of his marital interest in and to said real property.

D. 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.

4. A. Husband shall be and is vested with sole right, title, and interest in and to the following listed items of personal property, and Wife shall be and is divested of all right, title and interest in and to said items of personalty:

Master Bedroom
- Toshiba Remote TV
- Round Table
- Wall Oil Lamp
- Jewelry Boxes
- All items of personal jewelry, clothing, and effects

Second Bedroom
- Desk
- Travel Bar
- Desk Chair
- Hunting/Fishing Equipment
- Guitar
- Wallmounted Fish and Duck
- Blanket Holder

Kitchen/Laundry Room
- Gold Refrigerator
- Wood Calendar
- 1/2 Pots & Pans
- 1/2 Dishes
- 1/2 Utensils
- Shop Vac Vacuum Cleaner
- 1/2 Linens
- Slow Cooker/Deep Fryer
- Cherry Cabinet

Coffee Maker
Fishing/Hunting Equipment
Car Supplies
Thermos (2)
Ice Tea Maker

Bathroom
1/2 Linens

Den
Lamp
Coffee Table
Matching End Table
Brass Sofa Table
Black Box
Dubbed Misc. Tapes
Aquarium & Aquarium Table
Blue Telephone
Stereo
Albums

Storage Room #1/Deck
Coleman Lantern
One (1) Storage Bin
1/2 Garden Tools
Entertainment Center/Book Shelf
Stereo Cabinet
1/2 Lawn Chairs
Water Jug
Fishing/Hunting Equipment
Tools
Saws
All wood (by building)
Car Supplies
Misc. items from Trade Shows

Storage Bldg. #2
Sofa & Loveseat
Two (2) large/industrial size air conditioning units

B. Wife shall be and is vested with sole right, title, and interest in and to all remaining items of personal property not otherwise listed above and which is now located at the marital residence, and Husband shall be and is divested of any right, title, and interest in and to said items of personalty.

5. A. Wife shall obtain and/or 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. Wife shall continue to maintain medical and hospitalization insurance for the benefit of Husband for a period of forty-five (45) days following the entry of the Final Decree of Divorce. At the conclusion of this 45-day period, Husband shall obtain independent medical and hospitalization coverage for his own benefit.

C. Wife shall continue to maintain the life insurance policy on Husband's life in the face amount of $50,000.00. The parties' minor child shall be named as the irrevocable beneficiary upon said life insurance policy, and Wife shall be named as Trustee for the benefit of the minor child. Upon the minor child attaining her eighteenth (18th) birthday, this life insurance policy becomes the property of Wife to do with as she deems appropriate.

6. A. Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for the indebtednesses due and owing to ITT Financial Services, Chase Manhatton Visa account in the approximate amount of $712.29, as well as any and all other indebtednesses which appear primarily in his name, except as provided for otherwise in this Agreement. In addition, Husband shall be solely responsible for and shall hold harmless and indemnify Wife for the indebtedness due and owing to Fast Cash US Auto Pawn & Sales in the approximate amount of $700.00, plus $140.00 per month storage fee. Husband acknowledges that Wife has guaranteed or co-signed this debt, and said debt is secured by a 15' Procraft Bass Boat with trailer and 140 HP Mercury motor. In the event that Husband shall fail to payoff the aforementioned indebtedness by December 12, 1993, or shall cause said indebtedness to become in default at any time, whichever event shall first occur; then, Husband shall forfeit all of his right, title, and interest in and to the aforesaid boat, motor and trailer, and title to same shall be vested in Wife, subject to her payment of said indebtedness.

B. Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for the indebtedness due and owing to Andrews Danville Collection Bureau, Inc. in the approximately amount of $345.11, as well as any and all other indebtednesses which appear primarily in her name, except as provided for otherwise in this Agreement.

C. From and after the date of this Agreement the parties agree that neither of them shall incur any indebtedness for which the other party shall be held liable.

7. Husband shall be and is divested of any right, title or interest in and to the 1988 Thunderbird 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 any and all indebtedness due and owing upon said automobile, as well as all maintenance and insurance associated therewith.

8. Wife shall be and is divested of any right, title or interest in and to the 1982 Surburban 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 any and all indebtedness due and owing upon said automobile, as well as all maintenance and insurance associated therewith.

9. Each party shall be divested of any right, title and interest in and to the other party's pension/retirement benefits and bank accounts, 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 and individual bank accounts.

10. 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.

11. Should the parties elect to file a joint federal income tax return for the year ending 1992; then, the parties shall divide any refund and/or liability in accordance with the percentage of income reported by each party on said return. In the event that Husband shall become in arrears in the payment of child support and in the further event that a refund from the 1992 return shall be forthcoming; then, Wife shall be and is authorized to apply as much of Husband's prorata share of the refund to the then existing arrearage as shall be in existence at the time of said refund.

12. The parties acknowledge that Attorney David R. Kennedy has represented Wife in the negotiations surrounding the preparation of this instrument; that Husband has been represented by Attorney William Carter Conway; and that both parties understand and agree with the contents of said Agreement. The parties acknowledge that neither of said attorneys claim any expertise or 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 attorneys as to the tax implications surrounding said instrument.

13. 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.

14. Each party shall be responsible for his or her own attorney's fees, and the parties shall be equally responsible for the Court costs associated with this cause (with Wife being given credit for any and all filing fees, etc. previously paid by her), for all of which let execution issue, if necessary.

15. 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.

16. 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.

17. 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.

SUZANNE (MAYES) BROTHERS
"Wife"

DATE: 2/8/93

CLIFFORD WAYNE BROTHERS
"Husband"

DATE: 2/3/93

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 SUZANNE (MAYES) BROTHERS, 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 11 day of February, 1993.

Julia O. Crabb
NOTARY PUBLIC

My Commission Expires: 1/22/95

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named CLIFFORD WAYNE BROTHERS, 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 3rd day of February, 1993.

Wilhemina Carter Conway
NOTARY PUBLIC

My Commission Expires: 7/22/95

The current addresses of the parties are as follows:

Husband: Clifford Wayne Brothers
c/o Clifford P. Brothers, Jr.
210 Grandview Drive
Murfreesboro, TN 37130

Wife: Suzanne Brothers
3573 Albee Drive
Hermitage, TN 37076

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 Husband and Wife shall be equally responsible for the costs associated with this cause (with Wife receiving credit for the amount of the filing fee heretofore paid by her), for which let execution issue, if necessary.

ENTERED this the 22 day of February, 1993.

SPECIAL JUDGE Rose Palermo

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, Clifford Wayne Brothers, by mailing a coy yof same to his Attorney-of-Record, William Carter Conway, 236 Court Square, Suite 205, Franklin, TN, 37064, this 22nd day of February, 1993.

DAVID R. KENNEDY

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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 _22 day of _FEBRUARY , 19 _93 , in the Case Number _92D3183 between _BROTHERS, SUZANNE (MAYES) Plaintiff, and _BROTHERS, CLIFFORD WAYNE Defendant, as same remains of record in Book 2148 , Page _1378 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 _26 day of _AUGUST in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

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IDENTIF. → REFERENCE

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FILED & RECORDED REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

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