2265/894

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

94 FEB -9 PM 1:50

RICHARD R. ROOKER, CLERK

L Luke D.C.

LAURA MAE KELLEY)
)
Plaintiff,)
)
VS.) NO. 92D-1820
)
DELTON J. KELLEY)
)
Defendant.)

BOOK 9248 PAGE 146

FINAL DECREE

This cause came on to be heard on the 9th day of February, 1994, before the Honorable ~~Muriel Robinson Rice,~~ Thomas C. Binkley Special Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff in this cause, Laura Mae Kelley. Based upon the testimony of the Plaintiff, statements of counsel for the Plaintiff, the Defendant being before this Court having entered into a written notarized Marital Dissolution Agreement, making specific reference to this action by cause or docket number, and by signing of such Agreement, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences; and,

IT IS THEREFORE ORDERED, ADJUDGED and DECREED:

1. That the Plaintiff, Laura Mae Kelley, is hereby awarded an absolute divorce from the Defendant, Delton J. Kelley, on the grounds of Irreconcilable Differences, T.C.A. Section 36-4-103, and is hereby restored to all rights and privileges of an unmarried person. Pursuant to T.C.A. Section 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights and obligations between the parties and for the care and custody of the two (2) minor children of the parties, to-wit: Candyce M. Kelley (DOB 6/8/81) and Delton Scott Kelley (DOB 6/25/84). The Court hereby approves the Marital Dissolution Agreement, which is in words and figures as follows:

2. The current addresses of the parties are as follows:

Laura Mae Kelley
413 Scott Avenue
Nashville, TN 37206

FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

94 FEB -9 PM 1:50

RICHARD R. ROOKER, CLERK

D.C.

LAURA MAE KELLEY)
)
Plaintiff,)
)
VS.) NO. 92D-1820
)
DELTON J. KELLEY)
)
Defendant.)

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MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between LAURA MAE KELLEY, hereinafter referred to as "Wife", and DELTON J. KELLEY, hereinafter referred to as "Husband", subject to the following premises, terms and conditions:

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 now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being LAURA MAE KELLEY vs. DELTON J. KELLEY, bearing Docket No. 92D-1820; and

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, obligations for payment of debts, and any and all matters concerning their respective rights and duties by reason of the marital relationship and to enter into a contract for the settlement of all such rights and obligations, not only for the present, but for the future;

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and questions 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. Children. The parties acknowledge and agree that there are two minor children born to this marriage, to wit:

CANDYCE M. KELLEY, born June 8, 1981

DELTON SCOTT KELLEY, born June 25, 1984

2. Child Custody. The Wife shall have exclusive custody of the parties' minor children during their minority, and the Husband hereby consents to the Wife's exclusive supervision, control and care of said children.

The parties further acknowledge and agree that they have not participated in any other litigation concerning the custody of these children in this or any other state; that they have no knowledge of any custody proceeding concerning the custody of these children in this or any other state; and that they know of no person who has physical custody or claims to have custody or visitation rights with respect to said minor children. In addition, the parties acknowledge and agree that the minor children have resided at 413 Scott Avenue, Nashville, Davidson County, Tennessee, since their birth.

3. Child Support. The parties agree that the Husband shall pay to Wife the sum of Fifty Three and 00/100 ($53.00) Dollars - weekly as support and maintenance for the parties' minor children. Said payments shall be made payable directly to the Wife and payments shall commence upon the execution of this agreement and shall continue weekly thereafter. The parties acknowledge and agree that said sum represents at least ~~21%~~ 32% + TMG of his approximate net income in accordance with the Federally mandated child support guidelines.

In the event the Husband exercises more than thirty (30) days consecutive visitation with the minor children in the summer, then the Husband's child support shall be suspended for that period of time only.

It is further agreed by the parties that the Husband shall have credit for $53.00 per week on the pendente lite support for the weeks starting June 1, 1993 through the middle of August, 1993, same being twelve (12) weeks at $53.00 per week, or $636.00. The

parties agree that during this period of time, the Husband had the children in his possession.

4. Child Visitation. The parties agree that the Husband shall have the following minimal visitation rights with the parties' minor children:

(a) Husband shall be granted two (2) months visitation with the parties' minor children during the summer months, and these two months shall be at one (1) month intervals giving the Wife at least thirty (30) days notice prior to the specific times said visitation shall be exercised.

(b) It is anticipated that the Husband will reside outside the immediate Nashville area and in this event, the weekend and weekly visitation will need to be adjusted accordingly to accommodate the Husband's schedule. Husband will give Wife at least one (1) week notice before arriving in Nashville and will be granted reasonable weekend and weekly visitation according to Husband's schedule. Said visitation to not be less than every other weekend from Friday at 6:00 p.m. to Sunday at 6:00 p.m.

(c) In all even numbered years, the Husband shall be allowed visitation with the parties' minor children during the Christmas holidays from 6:00 p.m. on the last day of school before Christmas until 10:00 p.m. on Christmas Eve. In all odd numbered years, the Husband shall have visitation from 10:00 p.m. on Christmas Eve until 6:00 p.m. on New Years Day.

(d) The Husband shall have visitation with the parties' minor children from 4:00 p.m. on Thanksgiving Day until 6:00 p.m. on the Sunday following Thanksgiving in all years in which the Husband would otherwise normally be exercising weekend visitation on the weekend following Thanksgiving Day. On Thanksgiving in which the Husband does not otherwise exercise his normal weekend visitation with the parties' minor children, the Husband shall have visitation with said minor children from 6:00 p.m. on Wednesday, Thanksgiving Eve, until 4:00 p.m. on Thanksgiving Day.

(e) The 4th of July holidays shall be alternated between the parties, with the Husband having the children in all even numbered years and the Wife having the children in all odd numbered years.

(f) Notwithstanding any provisions to the contrary, the Husband shall have visitation with the parties' minor children from 6:00 p.m. Saturday until 6:00 p.m. Sunday on Father's Day weekend and the Wife shall have visitation with the parties' minor children from 6:00 p.m. Saturday until 6:00 p.m. Sunday on Mother's Day weekend.

(g) The Husband shall further be entitled to liberal visitation at other times not hereinabove mentioned at such times as are agreeable between the parties. The Wife further agrees to give Husband the first option to keep the children at any times that she is unable to and prior to seeking anyone else. The parties shall exert every reasonable effort to maintain free access and unhampered contact between the children, and each of the parties are to foster a feeling of affection between the children and the other party. The Husband and Wife further acknowledge that they are spiritually, morally, ethically and legally bound to said minor children and further shall cooperate with each other in the exercise of this Marital Dissolution Agreement in such manner and to such an extent that both Husband and Wife are encouraging a whole and healthy relationship by and between said minor children and the parties, and shall cooperate with each other in the manifest best interest of said minor children, keep each other informed of school activities and special events for said minor children, making reasonable efforts to communicate plans.

5. Real Property. It is agreed by and between the parties that they own a residence located in Davidson County, Tennessee, and more particularly described below:

> Being part of Lots Nos. 1 and 2 on the unrecorded plan of a re-subdivision of Lots Nos. 16 and 17 on the Plan of Brownsville, as of record in Book 421, page 9, Register's Office for Davidson County, Tennessee.
>
> Said Lot fronts 45 feet on the westerly margin of Scott Avenue and extends back between parallel lines 155 feet to a dead line which measures 45 feet.
>
> Being the same property conveyed to Delton J. Kelley and wife, Laura Kelley, by deed of record in Book 5007, page 172, Register's Office for Davidson County, Tennessee.

It is agreed by and between the parties that the Husband shall quitclaim to the Wife his interest in the said real property. The Husband agrees that his interest in the said real property shall be

divested from him and reinvested in the Wife so that the Wife shall own the said property free and clear of any interest or claim of the Husband.

It is further agreed by and between the parties that the Wife will pay to the Husband the sum of One Thousand Five Hundred and 00/100 ($1,500.00) Dollars for his equity in the real property upon the execution of the deed necessary to transfer Husband's interest in said real property to the Wife. Wife will pay Husband for his equity at the rate of Two Hundred ($200.00) Dollars per month until paid in full. (Payable through the office of J. Thomas Martin.)

It is further agreed that the Wife shall be solely responsible for all encumbrances on the above described real property, and that she shall indemnify and hold the Husband harmless therefrom, including but not limited to the following encumbrances:

(a) Bailey's Mortgage - $12,000 approx. balance

(b) Nations Bank - $15,000 approx. balance

(c) NES/TVA Home Improvement Loan - $7,000 approx. balance

6. Automobiles. The parties further agree that all right, title and interest in and to the 1987 Toyota Van shall be divested out of Husband and vested solely in the Wife. The parties further agree that the Wife shall be responsible for the indebtedness owing to Toyota Motor Credit in the approximate amount of $5,000.00 and will hold the Husband harmless from any said indebtedness. The Wife further agrees that she shall indemnify the Husband for any costs, expenses or losses experienced as a result of her failure to comply with the terms of this provision. Furthermore, the parties agree that they shall immediately execute whatever documents are necessary to carry out the terms of this provision.

The parties further agree that all right, title and interest in and to the 1983 Buick Century, the 1940 Chevrolet and any other automobiles or automobile parts that are owned by him, shall be divested out of the Wife and vested solely in the Husband. The parties further agree that the Husband shall be responsible for any indebtedness owing on said vehicle and will hold the Wife harmless from any said indebtedness. The Husband further agrees that he

shall indemnify the Wife for any costs, expenses or losses experienced as a result of his failure to comply with the terms of this provision. Furthermore, the parties agree that they shall immediately execute whatever documents are necessary to carry out the terms of this provision.

7. Personal Property. The parties agree that each shall keep that property which each party brought into the marriage, such property to include, but not be limited to, clothing, jewelry and similar items of personalty, and they acknowledge that they have made a satisfactory settlement and distribution of all such personal property, marital or otherwise.

Specifically, the Husband will retain all of his tools and Wife will claim no interest or ownership in them.

8. Debts. The parties acknowledge and agree that there are no joint debts arising out of this marriage.

9. Medical Insurance and Medical Expenses. The Wife agrees to provide major medical insurance coverage for the minor children until they attain the age of eighteen (18) years. The parties further agree to each pay one-half (1/2) of any medical expenses not covered by insurance.

10. Monetary Funds and Accounts. The parties acknowledge and agree that they do not have any joint checking, savings or other similar financial accounts.

11. Alimony. The parties agree that they hereby waive any and all further claims for alimony against the other.

12. Restraining Order. The parties acknowledge and agree that they are hereby enjoined and restrained from molesting, harassing, assaulting, threatening or otherwise harming each other in any manner whatsoever upon execution of this Agreement.

The parties further understand that any violation of said restraining order may subject them to the contempt powers of this Court, which includes the ability to incarcerate any party violating the orders of this Court.

13. Income Tax. The parties agree that they will be filing separate income tax returns for the year 1992, with the proceeds realized from each said return being given to that party. The

parties further acknowledge and agree that they will seek independent tax advice and that they have not been given tax advice by their respective counsel. The parties further agree that the Wife shall be allowed the income tax deduction for the parties' minor children.

14. Waivers. The parties hereby agree that by signing this agreement, they waive service of process and any other service or notice of hearings, waive any questions regarding venue, waive filing an answer to the Complaint, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

15. Court Costs. The parties agree that the Wife will be responsible for payment of all court costs incurred in this cause, so long as the divorce proceeds on the grounds of irreconcilable differences.

16. Attorney Fees. The parties agree that each party will be responsible for their own attorney fee in this matter, so long as the divorce proceeds on the grounds of irreconcilable differences.

17. Miscellaneous Provisions. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless for any liability therefor, such obligations shall be deemed to be a support obligation under 11 U.S.C., Section 523(5), said obligation not being dischargeable in bankruptcy as to the other party.

It is further understood and agreed between the parties that this Agreement is intended to be a 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 their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which may here or hereafter acquire under the law of any jurisdiction with respect to the other's property including, but not limited to, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, or the 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 owned by the Wife and Husband, individually and jointly, or any property that either of them may acquire in the future.

It is further understood and agreed by and between the parties that this Agreement is entered into without any undue influence, coercion or misrepresentation or for any reason not herein stated.

18. Breach of this Agreement. The parties acknowledge that the failure of either party to abide by the terms of this Agreement shall vest in the other party the right to pursue whatever legal actions are appropriate in order to remedy the particular breach. The parties agree that the party in breach of this contract shall be responsible to the non-breaching party for all reasonable attorney fees incurred by the non-breaching party as a result of his or her efforts to enforce the terms of this Agreement subsequent to its execution.

19. Content of this Agreement. The parties acknowledge and agree that this Agreement is entered into by each of them with full knowledge on the party of each of them of the extent and probable value of all property and estate of the parties, jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate, whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

The parties further acknowledge that they have read the entire terms of this Agreement and that they understand all the terms and conditions contained therein. The parties further acknowledge and agree that this Agreement constitutes a full and complete understanding of the parties hereto relative to all matters of the division of the marital property. The parties further acknowledge and agree that this Agreement adequately and sufficiently provides for the division of all of the marital estate.

Laura M Kelley
LAURA MAE KELLEY

Delton J Kelley
DELTON J. KELLEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in the State and County aforesaid, the aforenamed LAURA MAE KELLEY, known personally to me, who upon her oath, stated that she has read the foregoing Marital Dissolution Agreement, knows the contents thereof, and has executed the same for the purposes contained therein this the 9 day of February, 1994.

NOTARY PUBLIC

My Commission Expires: March 25, 1995

STATE OF ~~TENNESSEE~~ Connecticut
COUNTY OF ~~DAVIDSON~~ New Haven

Personally appeared before me, the undersigned authority, a Notary Public in the State and County aforesaid, the aforenamed DELTON J. KELLEY, known personally to me, who upon his oath, stated that he has read the foregoing Marital Dissolution Agreement, knows the contents thereof, and has executed the same for the purposes contained therein this the 15th day of February, 1994.

X
NOTARY PUBLIC

My Commission Expires:
My Commission Expires March 31, 1994

Delton J. Kelley
c/o J. Thomas Martin, Esq.
49 Music Square West, Suite 600
Nashville, TN 37203

3. That the child support amount represents at least ~~21%~~ 32% of the Defendant's approximate net income in accordance with the Federally mandated child support guidelines and that the child support amount shall not be reduced or prorated without order of this court.

The parties acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and that 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 the agreement.

4. That the costs of this cause, shall be taxed to the Wife, for which execution may issue if necessary.

ENTER this 9th day of February, 1994.

~~MURIEL ROBINSON-RICE, JUDGE~~
Thomas C. Binkley, Special Judge

APPROVED FOR ENTRY:

LARRY HOUSTON HAGAR (11275)
Attorney for Plaintiff
~~214~~ Third Avenue North
Nashville, TN 37201
(615) 244-2070

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded by U.S. Mail, postage pre-paid, to: J. Thomas Martin, Esq. attorney for Husband-Respondent, 49 Musci Square West, Suite 600, Nashville, Tennessee 37203, this 9th day of February, 1994.

LARRY HOUSTON HAGAR

C:\WP51\LHH\FORMS.DIV\KELLEY.FD

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IDENTIF. & REFERENCE

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PICK-UP

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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* 9th *day of* February, *19* 94, *in Case Number* 92D-1820 *between* Laura Mae Kelley *Plaintiff, and* Delton J. Kelley *Defendant, as same remains of record in Book* 226B, *Page* 894 *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* 10th *day of* February *in the year one thousand nine hundred and* ninty-four *and in the* 218th *year of American Independence.*

RICHARD R. ROOKER, *Clerk*

By _____, *D.C*

Form #GR-117