196A/336

BK 9275 PG 699

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILE BOX 45

DEBRA A. COUCH,

Plaintiff,

v.

ROBERT T. COUCH,

Defendant.

NO. 91D-219

0539 03/11 0101 03CHECK 40.00

FINAL DECREE

This cause came on to be heard on the 25th day of April, 1991, before the Honorable ~~Muriel J. Robinson Rice~~ Joseph Dughman, Special, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint of the Plaintiff/Wife, testimony of the parties, statement of counsel and the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences in their marriage; that the Plaintiff is entitled to an absolute divorce on the ground of irreconcilable differences; that the parties have made adequate and sufficient provision, by written agreement, for the custody and support of their minor child and for the equitable settlement of all property rights existing between them; and that the said Agreement with child support provisions, in compliance with Tennessee Code Annotated, Section 34-1-101(b), should be approved by the Court.

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff/Wife, Debra A. Couch, shall be and she is hereby awarded an absolute divorce from the Defendant/Husband, Robert T. Couch, on the ground of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore entered into by the parties shall be and is hereby approved by the Court and made part of this Final Decree, the said Agreement being as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into as of the 12th day of January, 1991, by and between DEBRA A. COUCH, hereinafter referred to as "Wife", and ROBERT T. COUCH, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, certain irreconcilable differences and difficulties have arisen between Husband and Wife, and a Complaint for Absolute Divorce has been filed simultaneously herewith; and

WHEREAS, Husband and Wife are desirous of settling all controversies between them and entering into a Marital Dissolution Agreement providing for the custody and support of their minor child and the equitable settlement and division of all property rights between them.

NOW, THEREFORE, for good and sufficient consideration, Husband and Wife mutually agree as follows:

1. Divorce. It is hereby agreed by the parties that the Wife shall proceed to trial and obtain a divorce in the Probate Court for Davidson County, Tennessee on the ground of irreconcilable differences and that Husband and Wife shall be restored to all of the rights and privileges of unmarried persons.

2. Custody. It is hereby agreed that the Wife shall have absolute custody of the minor child of the marriage, Cassandra Dawn Couch, with liberal visitation privileges granted to the Husband as set forth below.

3. Visitation Privileges. Husband shall have rights of visitation with the parties' minor child at reasonable times and places as agreed between the parties.

4. Child Support. It is hereby agreed by the parties that the Husband shall pay to the Wife as child support the amount of Two Hundred and No/100 Dollars ($200.00) per month: $100.00 to be paid on the first (1st) of each month and $100.00

to be paid on the fifteenth (15th) of each month. It is further agreed by the parties that the Wife shall maintain medical and hospitalization insurance coverage on the minor child and that the Wife will be responsible for one-half of any medical, dental, orthodontic and eye care expenses of the minor child which are not covered by such insurance or any other insurance which may from time to time be maintained for the benefit of the minor child. Husband shall be responsible for the remaining one-half of the above-mentioned costs.

The parties acknowledge and represent that the child support payments to be made under this Agreement satisfy the guidelines established by the Department of Human Services.

It is agreed between the parties that the Husband shall maintain in full force and effect a Fifty Thousand Dollar ($50,000.00) life insurance policy naming the minor child as beneficiary. It is further agreed by the Husband that he shall request in writing from the insurance carrier of said life insurance policy a commitment that in the event of non-payment of premium by the Husband, said insurance carrier will notify the Wife of such non-payment of premium prior to the termination of coverage in order to allow the Wife to pay the delinquent premium and keep the policy in full force and effect.

It is further agreed that Husband shall pay one-half (1/2) of all tuition and other related educational expenses of the minor child, including, but not limited to, tuition for college and post-graduate education. The Wife shall be responsible for the remaining one-half (1/2) of said expenses.

5. Debts. Each party agrees to a division of their debts as set forth below:

A. Wife shall be responsible for the payment of the loan with First American National Bank to finance the purchase of Wife's 1988 Buick Skylark and shall hold Husband harmless on such indebtedness.

B. Wife shall be responsible for payment of the outstanding indebtedness, as of the date of this Agreement, on the Castner Knott and Sears accounts and shall hold Husband harmless on such indebtedness.

C. Wife shall be responsible for payment of the outstanding indebtedness on the residence to Security Trust Federal Savings & Loan and shall hold Husband harmless on such indebtedness.

D. Husband shall be responsible for payment of the outstanding indebtedness on the loan (second mortgage) with Household Finance Company and shall hold Wife harmless on such indebtedness.

E. Husband shall be responsible for payment of any indebtedness incurred by him from and after the date of this Agreement and shall hold Wife harmless thereon.

F. Wife shall be responsible for payment of any indebtedness incurred by her from and after the date of this Agreement and shall hold Husband harmless thereon.

6. Property Division. It is hereby agreed by the parties that their property, real, personal and mixed, shall be divided as set forth below:

A. Wife shall be awarded as her sole and separate property all right, title and interest in the 1988 Buick Skylark automobile which is now titled in the joint names of the parties, and she shall be responsible for the indebtedness thereon as provided in subparagraph 5.A. above. She shall likewise maintain adequate insurance on the same and do all things required of her pursuant to the terms of any security agreement securing the indebtedness on said automobile. So long as the existing indebtedness on the automobile is outstanding, Wife shall provide Husband with reasonable proof of insurance on the automobile.

B. Husband shall be awarded as his sole and separate property all right, title and interest in his separate checking account which he now maintains in his own name.

D. Wife shall be awarded as her sole and separate property all right, title and interest in her separate checking account which she now maintains in her own name.

E. The personal property, including the household furniture, furnishings and all other miscellaneous property, has already been divided between the parties to their satisfaction. All furniture, furnishings and personal effects presently in the possession of the Wife shall be her sole and separate property. All furniture, furnishings and personal effects presently in the possession of the Husband shall be his sole and separate property.

F. It is agreed that Wife shall be awarded as her sole and separate property, with all right, title and interest in the Husband being divested out of him and being vested into Wife, the parties' marital residence known and referred to as 1902 Omohundro Court, Nashville, Tennessee 37210.

It is agreed and understood by the parties that the Wife shall be responsible for the payment of the existing first mortgage on the above-mentioned property (loan from Security Trust Federal Savings & Loan) and shall hold Husband harmless thereon. The Husband shall be responsible for the existing home equity loan on the above-mentioned property (loan from Household Finance Company) and shall hold Wife harmless thereon. Wife shall likewise maintain an adequate amount of insurance on said property and shall do all things required of her pursuant to the terms of any security agreement,

note and/or deed of trust securing the indebtedness on said property.

7. Costs. It is hereby agreed by the parties that Wife shall be responsible for payment of the costs of this cause.

8. Miscellaneous. It is understood and agreed by the parties that this Agreement is intended to be a full and final settlement of all property rights of the respective parties and is a discharge from all other claims arising out of the marital relationship, with the exception of those claims involving the minor child which the Court retains jurisdiction over until said child reaches the age of majority, and that each hereby waives and relinquishes all other rights and claims which each have or hereafter acquire under the law of any jurisdiction including without limitation, statutory allowances, homestead rights, right to elective share, inheritance, distributive share and the right to act as Administrator, Administratrix, Executor or Executrix of the other's estate, and this Agreement applies to all property now owned by the parties or any property hereinafter acquired by the parties.

This Agreement is binding upon and inures to the benefit of the parties hereto, their personal representatives, their heirs and assigns.

It is understood and agreed between the parties that this Agreement is the entire agreement between them, and is entered into without undue influence, fraud, coercion, duress or misrepresentation, and for no reason not stated herein.

The provisions of this Agreement and its legal effect are fully known to each party hereto and each acknowledges that this Agreement is fair and equitable and it is being entered into voluntarily.

It is further understood and agreed by the parties that before or immediately upon the entry of the Final Decree in this cause, each shall execute any document or conveyances necessary to carry into force and effect the terms of this Agreement.

It is further understood and agreed by the parties that this Agreement shall be of no force and effect unless and until ratified by the Court and incorporated into the Final Decree of Divorce in this cause.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Debra A. Couch
DEBRA A. COUCH
"Wife"

Robert T. Couch
ROBERT T. COUCH
"Husband"

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Cheryl L. Randolph, a Notary Public in and for said State and County, the within named Debra A. Couch, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 18th day of January, 1991.

Cheryl L. Randolph
Notary Public

My Commission Expires:
3-11-91

* * *

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Cheryl L. Randolph a Notary Public in and for said State and County, the within named Robert T. Couch, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 18th day of January, 1991.

Cheryl L. Randolph
Notary Public

My Commission Expires:
3-11-91

It is further ORDERED, ADJUDGED and DECREED that all child support shall be payable in accordance with the provisions of Tennessee Code Annotated, Section 34-1-101(b), and unless specifically ordered by the Court, all child support payments contained herein shall not be prorated or reduced.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be and they are hereby assessed to the Plaintiff/Wife, Debra A. Couch.

The addresses of the parties are as follows:

Debra A. Couch
1902 Omohundro Court
Nashville, Tennessee 37210

Robert T. Couch
210 N. Cooper
Welsh, Louisiana 70591

For all of which execution may issue if necessary.

ENTERED this 25th day of April, 1991.

JUDGE MURIEL J. ROBINSON RICE

APPROVED FOR ENTRY:

TRABUE, STURDIVANT & DeWITT

BY: Cynthia E. Berry
Cynthia E. Berry, #12726
25th Floor
Nashville City Center
511 Union Street
Nashville, Tennessee 37219
(615) 244-9270

ATTORNEYS FOR PLAINTIFF/WIFE,
DEBRA A. COUCH

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent by U. S. Mail, postage prepaid, to Robert T. Couch, 210 N. Cooper, Welsh, Louisiana 70591, this 25th day of April, 1991.

Cynthia E. Berry
Cynthia E. Berry

WJ:CEB0416912.DC

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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 _25 day of _APRIL , 19 _91 , in the Case Number _910219 between _COUCH, DESEA A Plaintiff, and _COUCH, ROBERT I Defendant, as same remains of record in Book 1988 , Page _00886 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 _03 day of _MARCH in the year one thousand nine hundred and _ninety-four and in the _213th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By Mary W. Burk
Deputy Clerk

SEAL

RICHARD R. ROOKER CLERK CIRCUIT COURT

26630
IDENTIF. & REFERENCE

94 MAR 11 AM 10: 14
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED