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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEELIA RENEE MILES

Plaintiff

VS

JERRY WENDELL MILES

Defendant

NO. 92D-3792

BOOK 9287 PAGE 519

FINAL DECREE

This cause came on to be heard on the 19th day of February, 1993 before the Honorable ~~Muriel Robinson Rice, Judge~~ Harry S. Lesta, Special Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the Complaint for divorce filed by the plaintiff. Upon hearing of plaintiff, statements of counsel for plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is therefore, ORDERED, ADJUDGED AND DECREED that the plaintiff, Deelia Renee Miles, is hereby awarded an absolute divorce from the defendant, Jerry Wendell Miles, on the grounds of irreconcilable differences, T.C.A. 36-4-101(11), and she is hereby restored to all the rights and privileges of an unmarried person.

The current address of Deelia Renee Miles is 714 Due West Avenue North, Apartment A3, Madison, TN 37115 and the current address of Jerry Wendell Miles is 1004 Bettie Drive, Old Hickory, TN 37138.

It further appears to the Court that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties; and further, that there are two minor children for which adequate support is being paid according to the D.H.S. Guidelines and that the children's care and custody is being provided. The Court hereby approves the Marital Dissolution Agreement previously filed herein and the same is hereby incorporated in words and figures as follows:

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1992 FEB 10 PM 4:32

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEELIA RENEE MILES	)	
	)	
Plaintiff	)	
	)	
VS	)	NO. 92D-3792
	)	
JERRY WENDELL MILES	)	
	)	
Defendant	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between Deelia Renee Miles hereinafter called "wife", and Jerry Wendell Miles, hereinafter called "husband".

WITNESSETH

WHEREAS, the parties are married and two children, namely Anessa JaNan Miles and Jeri Lynn Miles, were the product of the marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody, and support of the minor children; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, Only wife is represented by Martin Sir, Attorney, and the opposing party has obtained independent advice or waived same and is NOT relying upon the advice or services of Martin Sir;

THEREFORE; in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases

which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for payment of certain debts and liabilities, and

their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the Court hold that any portion of this agreement is invalid,, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT AND PENDENTE LITE. For the purposes of this divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court. In addition, this agreement shall be enforceable as a binding contract between the parties as of the moment of signing.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some

instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one of the other parties, and if so, to that extent, or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

1992 TAX YEAR. Parties shall file jointly for the 1992 tax year and divide any income tax refund equally for said year.

DIVORCE PROCEEDINGS FILED. Mr. Sir has filed a Petition for divorce in the Fourth Circuit Court for Davidson County, Tennessee under docket # 92D-3792. Wife agrees to pay all Court costs arising out of said divorce proceeding if uncontested.

The husband, by signing this agreement, waives service of process or notice. The husband acknowledges receipt of a copy of the Complaint in this cause and stipulates to the truth and accuracy of the statements therein. Further, the husband will make no other answer or counter-claim and consent to an entry of a Final Decree of Divorce and specifically authorizes entry of said pleadings by wife's counsel.

ATTORNEY'S FEES. Husband shall reimburse wife the sum of $350.00 for attorney's fees incurred by her on or before March 1, 1993.

PERSONALTY. The parties will keep their personal belongings, effects and clothing and the remainder of the property shall be divided between the parties as described in the memorandum attached hereto. The items listed shall constitute the personal property of the individual named on said list and shall be free and clear of any claims of the other party whatsoever. Said memorandum is made a part of this agreement as if copied in full herein and is marked as Exhibit # 1.

DEBTS: There are no joint debts of the parties other than the house mortgage which husband is paying pursuant to the Real Estate provision herein. All other debts are separate debts to be paid by the party named thereon.

CHILD SUPPORT, CUSTODY AND VISITATION: The wife shall have complete care, custody, and control of the minor children of the parties, namely Aneesa JaNan Miles, born January 11, 1989 and Jeri Lynn Miles, born November 29, 1991. The husband shall have reasonable visitation with said minor children at any time upon agreement of the parties.

The husband shall pay child support in the amount of $700.00 per month with semi-monthly payments in the amount of $350.00 beginning December 1, 1992 and $350.00 on December 15, 1992 and on the first and fifteenth of each month thereafter. Said payment exceeds the requirements of the D.H.S. Guidelines.

Said payment shall be made by wage assignment and

deducted from the husband's employer, being Shoney's, C/O Payroll, 1717 Elm Hill Pike, Suite A-2B, Nashville, Tn 37210.

Said wage assignment shall issue immediately upon entry of the Final Decree in this case pursuant to T.C.A. 36-5-501.

Accordingly, the respondent's employer, Shoneys, Inc., shall deduct from any wages, salary or other income due the respondent the sum of $700.00 (plus $35.00 as the clerk's lawful commission) for a total of $735.00 per month as current child support.

The husband is responsible for making such payments to the Clerk of the Court upon the entry of the Final Decree of Divorce until his employer begins deducting the payment from his wages and at any time thereafter that a wage assignment is not in effect.

It is further agreed that payments shall be made to the Clerk of the Circuit Court, 506 Metropolitan Courthouse, Nashville, TN 37201 and that the clerk shall disburse said payments to the wife at an address to be provided at the final hearing in this case.

It is further agreed and Ordered that this assignment shall not be used a basis for discharge or disciplinary action against the husband; that failure to comply with this Order will result in a judgment being entered against said employer, as set out in T.C.A. 26-2-209, and as provided by law, this Order is binding upon said employer and successor employers fourteen days after mailing from the Clerk's Office and until further Orders of this Court.

It is further agreed and Ordered that the husband shall inform the Court of the names and addresses of any new employers within thirty days after such a change. Further, the husband shall inform the Court of any change in his personal residence within thirty days after such a change.

Prior to the entry of this Order, the husband shall make said child support payments directly to the wife.

The parties acknowledge that no action by the parties shall be effective to reduce child support after the date when each of said payments are due and the parties further acknowledge that approval by the court shall be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the express terms of this agreement.

ALIMONY: Husband agrees to pay wife the sum of $5.00 per month as alimony beginning January 1, 1993. Said payments shall terminate upon death of wife, but not upon her remarriage.

HEALTH INSURANCE: Wife and Husband shall each maintain medical and dental insurance on the minor children. The parties shall equally divide non-covered medical and dental expenses including deductibles.

DEATH: Should there be any obligation, alimony, child support or other, due in the future, after the death of Husband, which obligation is not satisfied by life insurance or by will or trust, Wife and Children shall have a claim against the estate of the deceased for monies due or to become due in the future under this Marital Dissolution Agreement.

REAL ESTATE: Upon entry of Final Decree of Divorce, Wife agrees to convey to Husband any and all interest in the property located at 1004 Bettie Drive, Old Hickory, Tennessee, more particularly described in Exhibit # 2 attached hereto. Wife agrees to execute and deliver to Husband a Quit-Claim Deed necessary to convey title of said real estate to Husband upon entry of said Final Decree. Husband agrees to assume liability for all debts on said real estate, including the mortgage, the security system, and real estate taxes and insurance, and to hold Wife harmless from the same beginning with payments that come due on or after January 1, 1993.

Dated 12-15-92 day of _____, 1992.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Deelia Renee Miles

On this 14th day of January, 1993, personally appeared Deelia Renee Miles, the person described in and who executed the foregoing instrument and acknowledged that she executed same as and for her free act and deed.

Notary Public

My commission expires: 11/26/94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Jerry Wendell Miles

On this 13 day of January, 1993, personally appeared Jerry Wendell Miles, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Rosa Morton
Notary Public

My commission expires: 3-27-93

Miles\MDA

EXHIBIT NUMBER 1

1996 FEB 19 PM 4:13

PROPERTY OF WIFE

ANEESA'S ROOM: Furniture minus Aneesa's bed, all toys and clothing.

JERI LYNN'S ROOM: All furniture, clothing and toys.

LIVING ROOM: Hall tree, VCR, rewinder, antique table in the corner with pictures on it, the couch and tables on each side, and the answering machine. Pictures of the children will be divided as Husband and Wife agree as well as wall hangings in the living room.

DINING ROOM: Antique table and chairs, antique side board with the antique creamer, the china in the side board, antique shoe pin cushion and antique box, the kerosene lamp, antique crank telephone, and the "Welcome" cross stitch picture.

KITCHEN: Small kitchen television, microwave, pyrex clear dishes, antique Singer machine, table dishware. The dishes, pans and cooking utensils can be divided equally.

BEDROOM: Antique table, antique chiffarobe, box springs and mattress, small table next to bed and the telephone on that table.

UTILITY ROOM: Washer, dryer, vacuum cleaner, canner.

ATTIC: Everything from the attic unless there are personal belongings of the Husband or articles of the Husband that Wife is unaware of.

GARAGE: Canning jars, saddle and personal belongings that have been put in the attic.

PROPERTY OF HUSBAND

The remaining property in husband's possession shall be his separate property.

Miles\Exhibit

EXHIBIT #2

Form No. WD-6

This Form furnished by Attorneys Title Company, Inc.

FROM BOOK 9287 PAGE 529

FROM Deelia Renee Miles

AND

Martin Sir, Trustee

TO Martin Sir, Trustee

TO Jerry Wendell Miles

1998 FEB 19 PM 4:19

QUITCLAIM DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jerry Wendell Miles (NAME)	(NAME)	
1004 Bettie Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Old Hickory, TN 37138 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Martin Sir
808 Broadway
Nashville, TN 37203

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

— THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$_____ _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ DAY OF _____ 19___.

_____ Notary Public

MY COMMISSION EXPIRES: _____

(AFFIX SEAL)

FOR AND IN CONSIDERATION of love and affection (and no monetary consideration) and for the express purpose of making a re-conveyance to create fee simple title in Jerry Wendell Miles pursuant to Marital Dissolution Agreement

We, I, Deelia Renee Miles

by these presents do hereby quitclaim and convey unto Martin Sir, Trustee, his successors and assigns, the following described tract or parcel of land, to wit:

LAND in Davidson County, Tennessee, being Lot No. 26 on the Plan of The Knoll Subdivision, as of record in Book 2330, Page 94, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

BEING the same property conveyed to the within Grantors, by deed which is being placed of record simultaneously herewith in the Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1004 Bettie Drive (House Number) (Street) Old Hickory, TN 37138 (P. O. Address) (City or Town) (Postal Zone)

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

It is ORDERED, ADJUDGED AND DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the Judgment of the Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, Deelia Renee Miles, is granted an absolute divorce from the defendant, Jerry Wendell Miles, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person and that the costs of this cause be taxed to the plaintiff for which execution may issue if necessary.

This the 19th day of February, 1993.

Special Judge Henry S Lester

APPROVED FOR ENTRY:

Martin Sir
Attorney for plaintiff
Sup. Ct. Reg. No. 7173
808 Broadway
Nashville, TN 37203
(615) 254-6405

CERTIFICATE OF SERVICE

I, Martin Sir, do hereby certify that a copy of the foregoing Final Decree was mailed to Jerry Wendell Miles, 1004 Bettie Drive, Old Hickory, TN 37138 on this 19 day of Feb, 1993.

Martin Sir

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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 _19 day of _FEBRUARY , 19 _93 , in the Case Number _92D3792 between _MILES, DEELIA RENEE Plaintiff, and _MILES, JERRY WENDELL Defendant, as same remains of record in Book 2148 , Page _1328 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 _22 day of _MARCH in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

30859

IDENTIF. & REFERENCE

94 MAR 23 PM 12:31

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

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