1991/2307

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUN 25 2 11 52

NANCY MANGRUM)
Plaintiff)
vs.) No. 91D-413
VAN GRAY MANGRUM)
Defendant)

FINAL DECREE OF DIVORCE BOOK 9294 PAGE 599

This cause came to be heard on this 21st day of June 1991 before the Honorable Judge of the Fourth Circuit Court of Davidson County, Tennessee upon a Complaint for an absolute divorce based on Irreconcilable Differences filed by the Plaintiff, a marital dissolution agreement signed by the parties and notarized which has been filed with the Court, testimony of the Plaintiff in open Court, and upon the entire record. From all of the above the Court finds that the marital dissolution agreement entered into by and between the parties makes a adequate and sufficient provisions for the custody and maintenance of the minor child of the marriage and also makes fair and equitable distribution of the property of the marriage and therefore should be approved by the Court. The Court is further of the opinion that the Plaintiff should be granted an absolute divorce based on irreconcilable differences and the parties should be restored to all the rights and privileges of unmarried persons.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff be granted an absolute divorce on the grounds of Irreconcilable Differences and the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the marital dissolution agreement entered into by and between the parties and filed with this Court be approved by the Court and made the Order of this Court. The said marital dissolution agreement is found to make adequate and sufficient provisions for the custody and maintenance of the minor child of the marriage and is also found to make a fair and equitable distribution of the property of the marriage and therefore is incorporated into this order and made the order of this Court, to wit:

BOOK 9294 PAGE 600

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCY MANGRUM
Plaintiff,

vs.

VAN GRAY MANGRUM
Defendant.

No. 91D-413

MARTIAL DISSOLUTION AGREEMENT

This agreement is made between Nancy Mangrum, hereinafter called Wife, and Van Gray Mangrum, hereinafter called Husband under the following terms and conditions:

WITNESSETH:

WHEREAS, these parties have been married since June 30, 30, 1976 and there has been born of this union one minor child, namely Brittan Mangrum, born June 6, 1983; and,

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 Nancy Mangrum vs. Van Gray Mangrum, bearing Docket No. 91D-413; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their martial relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY, VISITATION AND CHILD SUPPORT. The parties agree that the Wife shall have custody of the minor child, Brittan Mangrum and the Husband shall have liberal visitation with the minor child. The Husband shall pay to the Wife as and for child support the sum of fifty dollars ($50.00) per week which the parties agree complies with the child support guidelines of twenty-two percent of income. The Wife shall have the right to declare the

child on her federal income tax return as a dependent.

2. REAL PROPERTY: The parties own a house at lot located in Davidson County, Tennessee bearing the street address of 523 Rosedale Drive, Nashville, Tennessee 37211. This property is more fully described as follows:

> Being Lot No. 6 on the Plan of Hurdwood Heights Sect 1 as of record in Book 2330, Page 24, Register's Office of Davidson County, Tennessee
>
> Being the same real property conveyed to Roscoe Elkins by Quitclaim deed from Maymie K. Elkins, as of record in Book 4873, Page 993, Register's Office of Davidson County, Tennessee
>
> Being the same property conveyed to Van G. Mangrum et ux Nancy Mangrum of record in Book 5268 Page 432 of the Register's Office of Davidson County, Tennessee.
>
> This real property bears a street address of 523 Rosedale Drive Nashville, Tennessee 37211

All rights, title and interests in and to this real property shall be divested out of Nancy Elaine Mangrum and vested in Van Gray Mangrum. The Husband shall assume the existing mortgage and shall be solely and exclusively responsible for the mortgage and shall hold the Wife harmless for any payments on the said mortgage or mortgages which encumber the real property. For and in consideration of this the Husband will pay to the Wife the sum of five thousand dollars ($5,000.00) for her equity in the home.

3. AUTOMOBILES. Wife shall have as her sole and separate property the 1984 Pontiac Firebird VIN No. 1G2AS8716EL201536. Wife shall be responsible for any indebtedness owing on said vehicle. Husband shall have as his sole and separate property the 1985 Ford LTD VIN No. 1FABP393XFA158728 and a 1979 Ford F10 Truck VIN NO. F10HUDC3656. Each party shall own the respective vehicle(s) free and clear of any claim of the other party and each party shall execute any and all documents necessary and proper to convey title.

4. PERSONAL PROPERTY. All other furniture furnishings and personal effects of the parties has been separated by agreement

V.M. N.M.

of the parties and the parties have written which items shall go to which party and both parties have sign the lists. The Husband shall own those items designated as being his property and the Wife shall own those items designated as her property free and clear of any claim of the other party. The parties have not been able to move or physically transfer the Wife's personal property from the home and the Wife shall have the right at reasonable times and upon notice to remove the items designated as her property on the list prepared by the parties and signed by the parties which is in the custody and care of Dan R. Alexander.

5. DEBTS. Any and all debts of the parties not otherwise expressly provided for herein shall be the responsibility of the party or parties who incurred the debt. Neither party shall be responsible for any debt made by the other party unless it is a joint debt or by agreement. Either party held to answer to a debt which he or she did not incur shall be held harmless for such debt and costs and loss by the party who made or incurred the debt. Each party agrees to indemnify and hold the other harmless from any liability resulting from the failure to pay said debts when due.

6. MEDICAL AND DENTAL EXPENSES. Husband shall maintain hospitalization or major medical insurance for the benefit of the Wife and the minor child and shall pay all medical, prescription and dental expenses, hearing, orthodonture and eye care, incurred by the minor child of the parties which are not covered by medical insurance. Any expenses incurred by Wife not covered by medical or dental insurance shall be the responsibility of the Wife.

7. LIFE INSURANCE FOR BENEFIT OF CHILD. Husband shall name the minor child as beneficiary for an amount not less than twenty-five percent of his existing life insurance policy and shall designate and maintain the parties' minor child as beneficiary of a part of the life insurance not less than twenty-five percent of the benefit of the policy. Husband will maintain the minor child as beneficiary until the child reaches the age of

D.M. N.M.

18 years of age.

8. OTHER PROPERTY: The Husband shall own free and clear of any claim of the Wife the NACO Resort Club membership and the Wife will execute any documents necessary and proper to transfer ownership if that should be required.

The parties own two camping lots being lot 11 and lot 12 in Block No 80 on Plat No 21 of Lakewood Park in Coffee County Tennessee. The Husband shall own these lots free and clear of any claim of the Wife and all rights, title and interests in and to these lots shall be divested out of the Wife and vested in the Husband. The Wife will execute a deed or any document necessary and proper to convey title, should that be required.

9. ATTORNEY'S FEES. The Husband will pay any additional fees or expenses of Dan R. Alexander and the Wife shall be responsible for any fees or expenses of Carol Solomon.

10. COURT COSTS. The Husband will pay any costs of Court not already paid.

11. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

12. This agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

13. The Wife shall have the right to have her maiden name restored in the final divorce decree if she chooses.

14. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entering into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS OUR HANDS AND SEALS to this Marital Dissolution Agreement on this 4 day of April 1991 in Nashville, Davidson

VM. N.M.

County, Tennessee.

Van Gray Mangrum
Husband, Van Gray Mangrum

Nancy E. Mangrum
Wife, Nancy E. Mangrum

State of Tennessee)
County of Davidson)

Personally appeared before me, Michele Ann Neal a Notary Public in Nashville, Davidson County, Tennessee the above named, Van Gray Mangrum, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he did executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee on this 4th day of April 1991.

Michele Ann Neal
Notary Public

My Commission Expires: March 26, 1994

State of Tennessee)
County of Davidson)

Personally appeared before me, Michele Ann Neal a Notary Public in Nashville, Davidson County, Tennessee the above named, Nancy E. Mangrum, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she did executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee on this 4th day of April 1991.

Michele Ann Neal
Notary Public

My Commission Expires: March 26, 1994

VAN N.M.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the costs of the cause are taxed to the Defendant in accordance with the marital dissolution agreement. For all of which let execution issue if necessary.

Entered this 25th day of June 1991.

JUDGE FOURTH CIRCUIT COURT

Approved for entry:

Dan R. Alexander
Attorney at Law
1205 8th Avenue South
Nashville, Tennessee 37203
Tel. 254-6300 BAR REG #7065

PICK-UP

91 MAR 30 AM 11:25
REGISTER
DAVIDSON CO. TN.

33250
IDENTIFICATION REFERENCE

Certificate of Service

I certify that a true and exact copy of the above order was hand-delivered to the Defendant, Van Gray Mangrum, in Court on the day of the final hearing on June 21st 1991.

Dan R. Alexander

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 _JUNE , 19 _91 , in the Case Number _910413 between

_MANGRUM, NANCY Plaintiff, and

_MANGRUM, VAN GRAY Defendant,

as same remains of record in Book 1970 , Page _02307 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 _30 day of _MARCH in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk

By _____ Deputy Clerk

SEAL

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