IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BARBARA JEAN RAYMAN (NEWHART) HOOVER,
Plaintiff/Wife

VS.

MICHAEL JOHN HOOVER,
Defendant/Husband.

93 DEC 22 PM 4:13
RICHARD R. ROOKER, CLERK
D.C.

NO. 93D-2009

BOOK 9354 PAGE 384

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 14th day of December, 1993, before Honorable Muriel Robinson Rice, Judge, upon the Complaint for Divorce of Plaintiff/Wife, Barbara Jean Rayman (Newhart) Hoover (hereafter "Wife"), heretofore filed against Defendant/Husband, Michael John Hoover (hereafter "Husband"); and, it appearing to the Court from said Complaint, the same having been amended to reflect that the date of separation of the parties is May 25, 1993; testimony of Wife in Open Court; statement of counsel for Wife; and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage, thereby entitling Wife to an Absolute Divorce from Husband on said ground; and, it further appearing that Husband and Wife have executed a written, notarized Marital Dissolution Agreement, which Agreement the Court affirmatively finds does adequately and sufficiently provide for an equitable settlement of all property rights between the parties, and does adequately and sufficiently provide for custody, support, and visitation of the parties' minor child, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce;

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED that Wife, Barbara Jean Rayman (Newhart) Hoover, should be and hereby is awarded an absolute divorce from Husband, Michael John Hoover, 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 November 29, 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:

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

MARITAL DISSOLUTION AGREEMENT

FILED

THIS AGREEMENT entered into on the dates set forth beside their signatures below, by and between BARBARA JEAN RAYMAN (NEWHART) HOOVER, hereinafter referred to as "Wife", and MICHAEL JOHN HOOVER, hereinafter referred to as "Husband":

W I T N E S S E T H

WHEREAS, there has been filed a Complaint for Divorce in the Fourth Circuit Court for Davidson County, Tennessee, bearing Docket No. 93D-2009, 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, Husband acknowledges that the aforementioned divorce proceeding has been filed against him in the State of Tennessee; and, that he is a bona fide Tennessee resident as of the date he signs this Agreement, and that this Agreement, when notarized, shall also serve as statutory service of process upon him in lieu of personal service; and Husband specifically waives further service of process and waives his right to file an answer or other responsive pleading to the Complaint in this cause; 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, Lisa Marie Hoover (DOB 6/26/84). 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 $80.00 per week, commencing on Friday, October 15, 1993 and continuing every Friday thereafter, 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: Husband shall enjoy liberal and reasonable visitation privileges with the parties' minor child, at such times as shall be agreed upon between the parties.

2. (A) Husband and Wife presently own, as tenants by the entirety, real property located at 220 Blanchard Place, Nashville, Davidson County, Tennessee, 37214, more specifically described hereinafter below as follows:

> Being Lot No. 66 on the Map of Eva-Mor Heights, as of record in Book 1424, Page 149, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> Being the same property conveyed to Michael J. Hoover and wife, Barbara J. Hoover by Deed from John Harwell, Jr. and wife, Cheryl Harwell, of record in Book 7017, Page 76, Register's Office for Davidson County, Tennessee, said property having previously been conveyed to John Harwell, Jr. and wife, Cheryl Harwell and Michael J. Hoover and wife, Barbara J. Hoover, by Deed of record in Book 7017, Page 73, Register's Office for Davidson County, Tennessee..

(B) Wife shall enjoy the peaceful possession of said real property until the entry of the Final Decree of Divorce, and she shall be and is solely responsible for the monthly mortgage indebtedness due and owing to Commercial Federal in the amount of $506.00 per month. From and after the entry of the Final Decree of Divorce, Husband shall be and is divested of and Wife shall be and is vested with all right, title, and interest in and to said real property, and she shall hold harmless and indemnify Husband for any and all indebtednesses (including the monthly mortgage indebtedness, all utilities, and all maintenance/repair expenses) associated with said real property.

3. (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:

1. Dining room suite
2. Two (2) bedside tables in master bedroom
3. Three (3) matching tables in living room
4. Coffee table in attic
5. Old desk
6. Personal effects and clothing
7. All items of personal property already in his possession

Husband authorizes Wife to retain possession of the aforesaid items Nos. 1 thru 5 until she shall have been able to obtain substitute furnishings. Wife shall give Husband thirty (30) days notice of her acquisition of said substitute furnishings, after which time Husband shall cause each item to be removed from the residence at his expense.

(B) Wife shall be and is vested with sole right, title, and interest in and to all of the remaining personal property 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.

4. (A) Husband shall be and is required to maintain medical and hospitalization insurance for the benefit of the minor child, as provided through his employer, for so long as said group coverage shall be provided by said employer. 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 Husband's group insurance plan provided through his employer.

(B) Husband shall continue to maintain medical and hospitalization insurance for his benefit through his employer, or otherwise, and he shall be solely responsible for any outstanding medical or hospitalization expenses incurred for his benefit.

(C) Husband shall maintain any life insurance policy as may be provided through his employer, with the minor child as primary beneficiary of at least one-third (1/3) of the face amount of all such group life insurance, with Wife to be named as Trustee for the benefit of the parties' minor child until such time as the minor child shall have attained her 18th birthday, or shall have graduated from high school, whichever event shall first occur; after which, Husband shall be and is authorized to transfer the beneficiary designation from Wife as Trustee so as to make same payable to the child.

5. (A) Husband shall be solely responsible for and shall hold harmless and indemnify Wife for any and all indebtednesses appearing primarily in his name, unless otherwise expressly provided for in this Agreement.

(B) Wife shall be solely responsible for and shall hold harmless and indemnify Husband for any and all indebtednesses appearing primarily in her name, unless otherwise expressly provided for in this Agreement.

(C) Wife shall continue to pay and maintain the Medicount indebtedness incurred through Dr. Jim McPherson in a current condition until same shall have been paid in full. Husband shall cause to be paid directly to Wife as reimbursement for her payment of said debt the sum of $660.00 which shall be paid within one (1) year from the date of this Agreement, for all of which let execution issue, if necessary.

(D) There is presently in existence an indebtedness due and owing to the Internal Revenue Service and arising out of the filing of the parties joint personal Federal Income Tax Return for the tax period ending December 31, 1986, the amount of which is approximately $4,315.93. The parties agree that each of them shall be responsible for one-half (1/2) of this indebtedness as well as any and all penalties and interest that may accrue thereon; and, each of them shall hold harmless and indemnify the other party for his/her obligation therefor.

(E) 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.

6. Husband shall be and is divested of any right, title or interest in and to the 1986 Buick Electra 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 indebtednesses due and owing upon said vehicle, as well as all insurance and maintenance associated therewith.

7. Wife shall be and is divested of any right, title or interest in and to the and the 1976 GMC Pickup Truck, 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 vehicle, as well as all maintenance and insurance associated therewith.

8. Husband acknowledges that on June 24, 1993, an Order was entered in the Third Circuit Court for Davidson County, Tennessee, Case No. 93D-1834, arising out of an Order of Protection calling for the payment of temporary support and maintenance for Wife and the minor child. As of the signing and execution of this Agreement, Husband acknowledges that he is in arrears in the payment of pendente lite support totaling $2,700.00, all of which shall be and is herewith reduced to judgment. Husband shall be and is permitted to pay said judgment

at the rate of $100.00 per month with said payments to commence on the 1st day of November, 1993, and continuing on the 1st day of each consecutive month thereafter until said judgment shall have been paid in full, for all of which let execution issue, if necessary.

9. (A) Each party agrees that Wife shall be and is vested with sole right, title, and interest, and Husband shall be and is divested of any right, title or interest in and to any pension and/or profit sharing plans, 401K(s), IRA(s) or other retirement benefits titled in Wife's name or created through or as the result of her employment.

(B) Each party shall be vested with sole right, title, and interest in and to any checking and/or savings accounts established in his/her individual name.

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. The parties acknowledge that Attorney David R. Kennedy has represented Wife in the negotiations surrounding the preparation of this instrument; that Husband has represented himself; and that both parties understand and agree with the contents of said Agreement. The parties acknowledge that the aforesaid attorney claims no 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 attorney as to the tax implications surrounding said instrument.

12. 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.

13. Wife shall be solely responsible for her attorney's fees, and the Court costs associated with this cause, for all of which let execution issue, if necessary.

14. 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.

15. 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.

16. 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.

17. Wife shall be and is restored to her maiden name of "Rayman".

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated directly beneath their respective names.

Barbara Jean Rayman Newhart Hoover
BARBARA JEAN RAYMAN (NEWHART) HOOVER
"Wife"

DATE: 11/29/93

Michael O. Hoover
MICHAEL JOHN HOOVER
"Husband"

DATE: 11-24-93

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 Barbara Jean Rayman (Newhart) Hoover, 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 29th day of November, 1993.

Lisa M. Ledbetter
NOTARY PUBLIC

My Commission Expires: 5-25-96

STATE OF ~~ILLINOIS~~ INDIANA)
COUNTY OF TIPPECANOE)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Michael John Hoover, 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 24TH day of NOVEMBER, 1993.

Linda K. Haight
NOTARY PUBLIC

My Commission Expires: 10-31-94

The current addresses of the parties are as follows:

Michael John Hoover
16530 Leslie Drive
Orland Hills, Illinois 60477

Barbara R. Hoover
220 Blanchard Place
Nashville, TN 37214

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, in conformity with Paragraph No. 3(B) of the Marital Dissolution Agreement set forth above; that Husband shall be and is divested of all of his right, title, and interest in and to the real property and improvements thereon located at 220 Blanchard Place, Nashville, Davidson County, Tennessee, 37214, the legal description of said real property being described therein; and, Wife shall be and is reinvested with sole right, title, and interest in and to said real property and improvements thereon.

IT IS FURTHER 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.

IT IS FURTHER 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.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wife shall be and is restored to her maiden name of "Rayman".

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wife shall be solely responsible for all of the Court costs associated with this cause, for which let execution issue, if necessary.

ENTERED this the 22nd day of December, 1993.

JUDGE

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, the undersigned, hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been served upon the Defendant/Husband, Michael John Hoover, by mailing a copy of same by U.S. Mail, postage prepaid, to his address of 16530 Leslie Drive, Orland Hills, Illinois, 60477, this 14th day of December, 1993.

DAVID R. KENNEDY

STATE OF TENNESSEE

40.00

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 _DECEMBER , 19 _93 , in the Case Number _93D2009 between _HOOVER, BARBARA JEAN RAYMAN NEWHART Plaintiff, and _HOOVER, MICHAEL JOHN Defendant, as same remains of record in Book 224C , Page _2286 of the Minutes of said Court.

IDENTIF. & REFERENCE 53211

94 MAY 24 AM 9:30

FELIX A. REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the _05 day of _JANUARY 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