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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
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FELIX A. REGISTER
DAVIDSON COUNTY, TN.

Debra D. Bond,]
]
Plaintiff,]
]
vs.] No. 88-D-3412
]
Victor C. Bond,]
] BOOK 9390 PAGE 574
Defendant.]

FINAL DECREE OF DIVORCE

This cause came on to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the 5th day of January, 1989, upon the original complaint for absolute divorce of Wife, Debra D. Bond. The parties have signed a Marital Dissolution Agreement which was notarized and is also of record in this proceeding and before this Court.

Therefore, from the sworn testimony of the Husband and the entire record herein, the Court finds that the allegations of the complaint are sustained, that is, that such serious marital problems are present, and the differences are such between the parties, that there is no hope or expectation of reconciliation and, therefore, the parties have irreconcilable differences; and, that there is adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties, and, that this bill for divorce grounded in "Irreconcilable Differences" has been filed for the statutory prescribed period of ninety (90) days, it being filed on September 12, 1988.

The address of both parties:

Debra D. Bond
3312 Crowe Drive
Nashville, Tennessee 37218

Victor C. Bond
6537 Clarksville Highway
Joelton, Tennessee 37080

IT IS THEREFORE ORDERED that the written notarized marital dissolution agreement thereto entered into between the parties, are approved and ratified by the Court, the provisions being incorporated with this Decree as they are set forth in the marital dissolution agreement, as follows:

FOURTH CIRCUIT

88D3412 BOOK 9390 PAGE 575

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made between Debra D. Bond, hereinafter called "Wife", and Victor C. Bond, hereinafter called "Husband".

W I T N E S S E T H:

WHEREAS, these parties have been married since 21 September 1979, and ~~there have been no~~ is one child~~ren~~ of this union.

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Circuit Court of Davidson County, Tennessee, all as evidenced by the style of the case set forth above. The parties realize and understand that by entering into this Agreement, either has waived personal service of process (or the party who is designated the defendant) and a divorce may be granted on said grounds without an appearance of the unserved party; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital 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. The parties agree that the Wife shall have custody and control of the parties minor child Lance Bond age 6.

2. Visitation. Husband shall have visitation with the minor child as follows:

a. Every other weekend from 6:00 p.m. Friday until 6:00 p.m. Sunday. In the event that Husband plans to exercise his visitation, he agrees to give Wife at least 24 hours' notice.

b. Alternating the holidays of Memorial Day, July 4th and Labor Day.

c. Thanksgiving Day and Thanksgiving Friday if he does not have visitation the weekend following Thanksgiving, starting 1989.

d. One week at Christmas, to begin in 1988 on the day after the child's school vacation starts and continuing to 8:00 p.m. Christmas Eve.

In 1989, to begin at 12:00 noon Christmas Day and end on January 1, at 12:00 noon, alternating from year to year thereafter.

e. The father shall have the child on Father's Day and the mother on Mother's Day.

3. Child Support. Husband shall pay to Wife as child support the sum of $250.00 per month, to be paid in increments of $125.00 on each of the 1st and 15th days of each month beginning upon execution of this Agreement.

Husband agrees that Wife is not barred by this Agreement from seeking a larger or earlier increase in child support if the needs of the child so justify.

4. Life Insurance. Each party agrees to make and/or maintain the minor child as beneficiaries of all life insurance either now has in effect on his or her life.

5. Health Insurance. It is agreed that the Wife shall obtain and maintain hospitalization and health insurance on the minor child of the parties.

In addition to the sums aforesaid as support and maintenance for the said child, Husband shall pay, as the same are incurred, one-half of the reasonable and necessary medical, mental health, eye care, dental, nursing and hospital expenses, including but not limited to, the cost of medicines, drugs, therapy, orthodontry, and appliances for said child. Wife shall, however, discuss the same with Husband, where the circumstances permit before incurring any extraordinary medical or dental expenses.

6. Real Property. a. Husband hereby agrees that all of his right, title and interest in and to the home property now owned by the parties as tenants by the entireties and known as 1608 Peerman Drive, Nashville, Tennessee, shall be divested out of him and vested solely in the Wife. Said property is described below as follows:

> LAND in Davidson County, Tennessee, being Lot No. 11 on the Plan of Peerman Heights, as of record in Book 2133, Page 3, Register's Office for Davidson County, Tennessee,
>
> Being the same property conveyed to Grantors by deed from Horizon Financial Corporation, dated December 11, 1984, of record in Book 6473, Page 966, Register's Office of Davidson County, Tennessee.

b. Wife hereby agrees that all of her rights, title and

interest in and to the rental properties now owned in part by the properties as tenants in common and known as 2618 Woodyhill Drive, Nashville, Tennessee shall be divested out of her and vested solely in the Husband. Said property is described below as follows:

> Land in Davidson County, Tennessee, being Lot No. 226 on the Map of Joywood Heights, Section II, as of record in Book 1130, pages 92 and 93, Register's Office for said County, described as follows:
>
> Beginning at a point in the westerly margin of Woodyhill Drive, at the corner of Lots Nos. 226 and 227; thence with the line between said lots westerly 195.2 feet to a point; thence southerly 64 feet to the northerly margin of an unnamed 50 foot street; thence with the margin of the same, easterly 173.5 feet to the beginning of a curve; thence around said curve northeastwardly 31.4 feet to the westerly margin of Woodyhill Drive; thence with the margin of the same northerly 44 feet to the beginning.
>
> Being the same property conveyed to James Frank Waggoner and wife, Carlene Waggoner, by deed from G. M. Hampton and wife, Mattie Bell Hampton, of record in Book 2879, page 83, said Register's Office. The said James Frank Waggoner having since died.
>
> Together with all of the Grantor's right, title and interest in and to a portion of an unnamed street which abuts the above described property and which has been abandoned by Metropolitan Government of Nashville and Davidson County, by Ordinance No. 78-1081.

c. Wife hereby agrees that all of her rights, title and interest in and to the rental properties now owned in part by the properties as tenants in common and known as 2212 Summitt Drive, Nashville, Tennessee shall be divested out of her and vested solely in the Husband. Said property is described below as follows:

> Land in Davidson County, Tennessee being Lot No. 22 on the Map of Bordeauxmont, not of record, being a subdivision of the John E. Curits Lands, and described according to a copy of a survey thereof by Lewis D. Justice, Surveyor, February 21, 1945, as follows:
>
> Beginning at a point in the northwesterly margin of Alpine Avenue, at the corner of Lots Nos. 21 and 22, being 225 feet north of the northerly margin of Cliff Drive; thence with the line between said lots, northwesterly 174 feet to a point in the southeasterly margin of Summit Avenue; thence with the margin of same northeasterly 75 feet to a point, the corner of Lots 22 and 23; thence with the line between said lots, southeasterly 174 feet to the margin of Alpine Avenue; thence

with the margin of the same southwesterly 75 feet to the point of beginning.

Being the same property conveyed to Dorothy Juanita Stanley by deed from Thomas W. Sanders et ux, Gladys Sanders of record in Book 4658, page 588, Register's Office for Davidson County, Tennessee.

7. Personal Property. The parties have heretofore divided their personal property among themselves. Husband shall receive one Sofa and Stereo System and his personal effects as his sole and separate property. All remaining furniture, furnishings and personal effects of the marriage shall be the Wife's sole and separate property.

8. Automobiles. The automobile which is now in the possession of Husband will remain in Husband's possession and Husband assumes full responsibility for the payment of any indebtedness due on said automobile and shall hold Wife harmless on the same.

The automobile which is now in the possession of Wife will remain in Wife's possession and Wife assumes full responsibility for the payment of any indebtedness due on said automobile and shall hold Husband harmless on the same.

9. Debts. The parties acknowledge that they jointly used credit cards and/or credit accounts with the following:

1. Castner Knott;
2. Circuit City;
3. Citibank Master Card;
4. Dillard's;
5. Exxon;
6. Firestone;
7. First American Bank - Master Card;
8. National Bank of Commerce - Master Card; and
9. Sovran Bank - Personal line of Credit.

Husband shall pay the entire unpaid balance of their account with National Bank of Commerce Master Card and Circuit City. Wife shall pay the entire balance on their account with Castner Knott, Citibank Master Card, Dillard's, Exxon, Firestone, First American Bank Master Card and Sovran Bank Personal Line of Credit. Except as otherwise provided herein, each party will be responsible for his or her own debts and hold the other party harmless thereon.

10. Bank Accounts. The parties shall keep their respective checking accounts and savings accounts.

11. Alimony. It is agreed that neither party shall pay alimony to

the other party.

12. Income Tax Returns. The Husband represents and warrants to the Wife that he has heretofore duly paid all income taxes due on such returns. The Wife represents and warrants to the Husband that she had heretofore duly paid all income taxes due on such returns. Both Husband and Wife agree to remunerate any and all taxes currently due pro rata. The parties shall keep any and all tax refunds by them individually for the tax year 1988 and all subsequent tax years. Wife will claim the parties' minor child as a dependent on her federal income tax return for the tax year 1988 and all subsequent years.

13. Attorney's Fees. Each party will pay his or her attorney's fees resulting from this action.

14. Court Costs. Any cost of Court incurred as a result of the pending action for absolute divorce shall be paid on an equal basis.

The parties agree that this Agreement, subject to the Court's approval shall be incorporated as a part of any final decree of divorce that may hereafter be entered in the Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

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.

It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation and not 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 entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part 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.

WITNESS our hands on the 2nd day of September, 1988 at Nashville, Tennessee.

Debra D. Bond
Debra D. Bond

Victor C. Bond
Victor C. Bond

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

On this the 2nd day of September, 1988, before me, the undersigned officer, personally appeared Debra D. Bond, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Marital Dissolution Agreement and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this 2nd day of September, 1988.

Kimberly Bryant
Notary Public

My Commission Expires: My Commission Expires Oct. 8, 1991

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

On this the 2nd day of September, 1988, before me, the undersigned officer, personally appeared Victor C. Bond, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Marital Dissolution Agreement and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this 2nd day of September, 1988.

Kimberly Bryant
Notary Public

My Commission Expires: My Commission Expires OCT. 8, 1991

Nashville, Tennessee shall be divested out of her and vested solely in the husband, Victor Bond. Said property is described below as follows:

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>
> Being the same property conveyed to Dorothy Juanita Stanley by deed from Thomas W. Sanders et ux, Gladys Sanders of record in Book 4658, page 588, Register's Office for Davidson County, Tennessee.

It is therefore ORDERED, ADJUDGED AND DECREED that wife, Debra Bond, be granted an absolute divorce from husband, Victor Bond, upon the grounds of "Irreconcilable Differences", T.C.A. Section 36-801-11; that both parties be restored to the rights, privileges and obligations of unmarried persons; that the bonds of matrimony heretofore existing between the parties be hereby forever dissolved.

ENTER, this 10th day of Jan, 1989.

Muriel Robinson
JUDGE MURIEL ROBINSON

FOR ENTRY:

Smith & Hirsch

by: Terry R. Clayton
Terry R. Clayton
Attorney for Husband/Plaintiff
619 Woodland Street
Nashville, Tennessee 37206
(615) 242-5003

CERTIFICATE

It is ORDERED that husband, Victor Bond hereby agrees that all of his right, title and interest in and to the home property now owned by the parties as tenants by the entireties and known as 1608 Peerman Drive, Nashville, Tennessee, shall be divested out of him and vested solely in the wife, Debra Bond. Said property is described below as follows:

> LAND in Davidson County, Tennessee, being Lot No. 11 on the Plan of Peerman Heights, as of record in Book 2133, Page 3, Register's Office for Davidson County, Tennessee,
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> Being the same property conveyed to Grantors by deed from Horizon Financial Corporation, dated December 11, 1984, of record in Book 6473, Page 966, Register's Office of Davidson County, Tennessee.

It is ORDERED that wife, Debra Bond, hereby divest all of her rights, title and interest in and to the rental properties now owned in part by the parties as tenants in common and known as 2618 Woodyhill Drive, Nashville, Tennessee shall be divested out of her and vested solely in the husband, Victor Bond. Said property is described below as follows:

> Land in Davidson County, Tennessee, being Lot No. 226 on the Map of Joywood Heights, Section II, as of record in Book 1130, pages 92 and 93, Register's Office for said County, described as follows:
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>
> Together with all of the Grantor's right, title and interest in and to a portion of an unnamed street which abuts the above described property and which has been abandoned by Metropolitan Government of Nashville and Davidson County, by Ordinance No. 78-1081.

It is ORDERED that wife, Debra Bond hereby divest all of her rights, title and interest in and to the rental properties now owned in part by the parties as tenants in common and known as 2212 Summitt Drive,

CERTIFICATE

I certify that a true and correct copy of the foregoing Final Decree For Divorce has been forwarded to Victor C. Bond, 6537 Clarksville Highway, Joelton, Tennessee 37080, this 10th day of January, 1989.

Terry R. Clayton

STATE OF TENNESSEE

BOOK 9390 PAGE 584

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 _10 day of _JANUARY , 19 _89 , in the Case Number _88D3412 between _BOND, DEBRA D Plaintiff, and _BOND, VICTOR C Defendant, as same remains of record in Book 175A , Page _00783 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 _24 day of _JUNE in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By J. Parrish
Deputy Clerk

SEAL

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

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