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IN THE PROBATE COURT FOR DAVIDSON, COUNTY, TENNESSEE

FILED
1990 AUG 22 PM 12:49
GEORGE L. ROOKER, CLERK
D.C.

PAMELA ANNE SPENCE,
Plaintiff

vs.

DOCKET NO.: 90D-376

JAMES ALVIN SPENCE,
Defendant

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FINAL DECREE

This cause came on to be heard on the 2snd day of August, 1990, before the Honorable James Evrett, Jr., Judge for the Probate Court for Davidson County, Tennessee, upon the pleadings, default judgment heretofore taken, the notarized Marital Dissolution Agreement, the testimony and the record as a whole, from all of which the Court affirmatively finds that the parties have made adequate and sufficient provisions for the care and custody of the parties' minor children and have made fair and equitable distribution of their property and are entitled to an absolute divorce on the grounds of irreconcilable differences and that the Marital Dissolution and Child Custody Agreement is affirmatively approved as submitted.

It is therefore ORDERED, ADJUDGED, and DECREED that the Plaintiff be and hereby is awarded an absolute divorce from the Defendant and the parties are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED, and DECREED that the settlement agreement of the parties is hereby approved and ratified by the Court and is incorporated as an Order of this Court set out as follows:

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IDENTIF. & REFERENCE

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PAMELA ANNE SPENCE,
Plaintiff

vs.

JAMES ALVIN SPENCE,
Defendant

DOCKET NO.: 90D-376

MARITAL DISSOLUTION AGREEMENT

Comes now the parties and announce unto the Court that there are irreconcilable differences in their marriage and that they have entered into this agreement, subject to the Court's approval and the granting of an absolute divorce to the Plaintiff.

MINOR CHILDREN:

1. The parties have three minor children, to wit: Aimee M. Spence, born June 30, 1972; Amanda R. Renee, born June 6, 1973; and David A. Spence, born July 28, 1976.

CUSTODY:

2. Husband and Wife agree that joint custody would be in the best interest of the minor children with primary physical possession to be vested in Husband.

CHILD SUPPORT:

3. Husband agrees to waive child support from Wife until such time as she can adequately provide support. Husband would further state that his present income is such as to provide adequately and sufficiently for the support of the minor children.

VISITATION:

4. The parties agree that Wife shall have reasonable visitation with the minor children.

INSURANCE, MEDICAL EXPENSES:

5. The parties agree that Wife shall provide medical and dental insurance coverage for the minor children. The parties agree that all medical, dental and optical expenses not covered by insurance shall be divided between the parties equally between the parties. All remaining medical, dental and optical expenses

shall be paid in thirty (30) days of written notice unless the party makes other arrangements with the provider of the services.

REAL PROPERTY:

6. The parties own certain real property, a house and lot located at 670 Harding Place, Nashville, Davidson County, Tennessee 37211. Husband shall be awarded sole possession of said real property and Husband further agrees to assume, be solely responsible for, hold Wife harmless upon, and indemnity Wife for the idebtedness on said real property. The parties further agree that if and when said real property is sole, the parties shall divide equally the net proceeds of said sale.

PERSONAL PROPERTY:

7. The parties have already divided their household items and personal property to each's satisfaction. Each party shall be awarded those items of household furnishings and personal property which is in his or her possession at the time of execution of this agreement.

VEHICLES:

8. Husband shall be awarded sole title to, interest in, and possession of the 1987 Chevrolet Spectrum, subject any indebtedness thereon. Husband shall assume, be solely responsible for, hold Wife harmless upon and indemnify Wife for indebtedness on said vehicle, if any.

DEBTS:

9. The parties agree, with the exception of the real property and vehicle, that each party is to assume, be solely responsible for, hold the other party harmless upon, and indemnify the other party for any debts incurred by that party both before and after the date of separation of the parties.

COMPLETE UNDERSTANDING:

10. 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, and that each hereby waives and relinquishes to the other all 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 or 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 shall be binding upon and inure to the benefit to 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 reasons not stated herein.

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

It is further understood and agreed by the parties that before or immediately upon the entry of a Final Decree of Divorce in this cause, each shall execute any documents 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 approved and ratified by the Court of Davidson County, Tennessee, and inserted into the Final Decree of Divorce in this cause.

11. The parties further agree that the above settlement may be offered into evidence at any hearing in an action for divorce and made a part of any final decree of divorce in the event any Court see fit to grant a divorce.

12. Husband further agrees to waive personal service in the

Court action presently being prepared, said action to be styled PAMELA ANNE SPENCE v. JAMES ALVIN SPENCE, DOCKET NUMBER _____ and filed in the Circuit Court for Davidson County, Tennessee.

The parties further agree that they have read the foregoing instrument and understand its terms therein and acknowledge that they have each received a copy thereof.

IN WITNESS WHEREOF, Wife has executed this agreement on this the 12th day of MARCH, 1990, and Husband has executed this agreement on this the 12th day of MARCH, 1990.

Pamela Anne Spence
Pamela Anne Spence

James A. Spence
James Alvin Spence

mda-spen

STATE OF TENNESSEE
COUNTY OF DAVIDSON

AFFIDAVIT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named PAMELA ANNE SPENCE, with whom I am personally acquainted with and who acknowledged that she executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 12th day of MARCH, 1990 at Nashville, Tennessee.

Richard E. Norman J
Notary Public

My Commission Expires: 3-11-91

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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AFFIDAVIT

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named JAMES ALVIN SPENCE, with whom I am personally acquainted with and who acknowledged that he executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 12th day of March, 1990 at Nashville, Tennessee.

Richard E. Norman J

Notary Public

My Commission Expires: 3-1-91

It is further ORDERED that child support shall not be reduced or prorated unless specifically ordered by the Court.

The Court further found that the correct address of the parties is as follows:

HUSBAND: 670 Harding Place, Nashville, TN. 37211

WIFE: 320 Welshwood Dr., E-75, Nashville, TN. 37211

It is further ORDERED that the costs of this cause shall be taxed against Husband for which let execution issue if necessary.

Enter this the 22 day of Aug, 1990.

Judge

APPROVED FOR ENTRY:

Richard E. Norman Jr.
Richard E. Norman, Jr., #2661
Attorney for Plaintiff
4220 Nolensville Road
Nashville, Tn. 37211
(615) 834-4300

I hereby certify that this is a true copy of original instrument filed in my office this 30 day of June 1914
RICHARD R. ROOKER, Clerk
By T Cartwright
Deputy Clerk

CERTIFICATE OF SERVICES

I hereby certify that a true and exact copy of the foregoing has been served by postage prepaid mail upon James Alvin Spence, 670 Harding Place, Nashville, TN. 37211 on this the 22nd day of AUGUST, 1990.

Richard E. Norman Jr.
Richard E. Norman, Jr.

FDIDWC