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RICHARD R. HOOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY
STATE OF TENNESSEE

CAROL ANN SADLER,	)	
	)	
Plaintiff,	)	
	)	
-vs-	)	No. 94D-962
	)	
DONALD RAY SADLER,	)	
	)	
Defendant.	)	

BOOK 9430 PAGE 199

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 19th day of July, 1994, before the Honorable Muriel Robinson, Judge of the Fourth Court for Davidson County, Tennessee, upon the *Complaint for Divorce* filed by the plaintiff, CAROL ANN SADLER, upon the *Marital Dissolution Agreement*, which provides for the division of the parties' respective rights and interest in all jointly-owned property and which also provides for apportionment of the parties' debts, and upon the pleadings, and upon the oral motion of the plaintiff in open Court that the parties married in Davidson County, Tennessee, from all of which the Court affirmatively finds that the allegations of plaintiff's *Complaint for Divorce* are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce, that the *Marital Dissolution Agreement* heretofore executed by the parties is a fair and complete apportionment of the marital property and debts and should be approved, and that the ninety (90) day waiting period, as required by law, has elapsed;

It is THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that plaintiff, CAROL ANN SADLER, be and is hereby awarded an absolute divorce from the defendant, DONALD RAY SADLER, that the plaintiff be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. The *Marital Dissolution Agreement* is hereby approved by the Court, and each and every provision of said Agreement is hereby made the Decree of the Court, as is copied verbatim herein:

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RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY
STATE OF TENNESSEE

BOOK 9430 PAGE 260

CAROL ANN SADLER,

Plaintiff,

-vs-

DONALD RAY SADLER,

Defendant.

Docket No. 94D-962

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Carol Ann Sadler and Donald Ray Sadler, subject to the following premises, terms and conditions:

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Carol Ann Sadler instituted divorce proceedings against Donald Ray Sadler on March 15, 1994, same being Docket No. 94D-962 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, child custody rights, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. **Custody and Visitation:** The parties are the parents of one child, Brandon Curtis Sadler, born June 29, 1992. Mrs. Sadler shall have sole custody of the parties' minor child. Mr. Sadler shall have reasonable visitation privileges with the parties' child, including every other weekend from Friday afternoon until Sunday evening. In addition, the parties further agree that visitation on all major holidays including Thanksgiving, Easter, Fourth of July and Labor Day shall be alternated between them from year to year. When he becomes school age, the child's Christmas vacation shall be divided equally between the parties.

2. **Child Support:** As child support, Mr. Sadler shall pay Mrs. Sadler the sum of Three Hundred Fifty Dollars ($350.00) per month, pursuant to the child support guidelines currently in effect. The first child support payment shall be due and payable directly to Mrs. Sadler on or as of the first day of July, 1994, and shall be due and payable each and every month thereafter until the child attains age 18. If the child is in high school when he becomes 18, then such support shall continue until the child graduates or the class which the child is a member graduates whichever occurs first, pursuant to *Tennessee Code Annotated* § 36-5-101. Furthermore, pursuant to *Tennessee Code Annotated* § 36-5-101 (h), the parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and that they understand that court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of the Agreement.

3. **College Expenses:** In the event the parties' child should desire to attend college or vocational school upon his graduation from high school, Mr. Sadler agrees to pay one-half of all costs of a four-year college or vocational education for the child, up to the equivalent of the amounts charged at that time for any state-supported school in Tennessee. The expenses to be paid by Mr. Sadler toward the college or vocational education for the child shall include, but not be limited to, tuition, room, board, fees, medical and dental expenses, books, and supplies. The child shall have the right, after consultation with both parents, to select the college or vocational institution he desires to attend.

4. **Medical Insurance:** Mrs. Sadler shall maintain in full force and effect a policy of major medical and hospitalization insurance covering the parties' child, paying all premiums required by the terms of the policy for so long as it is available to her through her employer. In addition, Mr. Sadler shall pay any and all medical expenses incurred on behalf of the parties' child which are not covered by insurance, or which are within the deductible limits under the policy, including, but not limited to, doctor bills, hospital bills, prescription drug bills, dental bills, the cost of orthodontic examinations and braces, the cost of eye examinations, ~~psychological or psychiatric expenses, including counselling,~~ prescription glasses and contact lenses, and any other expense for medical care of the parties' child.

5. **Life Insurance:** For so long as he is required to pay child support or educational expenses under this agreement, and to secure his obligation for child support, medical expenses, and the education of the parties' child pursuant to the terms of this Agreement, Mr. Sadler shall maintain insurance on his life in the amount of Fifty Thousand Dollars ($50,000.00) and shall pay all premiums required by the terms of the policy or policies. He shall name Mrs. Sadler beneficiary of the policy as Trustee for the parties' child. In her capacity as Trustee, Mrs. Sadler shall be authorized to use the proceeds of the policy to fulfill Mr. Sadler's obligations pursuant to the terms of this Agreement and to provide generally for the health, education and welfare of the parties' child. Any funds remaining in the hands of the Trustee at such time as the parties' child attains age 23 shall be divided equally between the parties' child. Mr. Sadler shall furnish Mrs. Sadler with a copy of the policy or policies and a copy of the appropriate beneficiary designation(s) on a yearly basis. After child reaches majority & college expenses have been fulfilled Ins. policy will revert to providers. JAS SHS

6. **Retirement/Pension Plan:** Neither party has any retirement funds accrued at this time.

7. **Real Property:** All right, title and interest of Mrs. Sadler in and to the parties' home located at 101 Gibson Drive, Madison, Davidson County, Tennessee shall be, and is hereby, divested out of Mrs. Sadler and vested absolutely in Mr. Sadler. Mr. Sadler

shall assume sole and separate responsibility for timely making the monthly payments secured by both a first and a second mortgage on said residence and further agrees to hold Mrs. Sadler harmless from any liability therefor. As this property was owned by Mr. Sadler prior to the parties' marriage and has never been titled to the parties jointly, there is no necessity for Mrs. Sadler to execute a quitclaim deed conveying his interest in the property to Mr. Sadler.

8. **Payment to Wife:** As a payment of alimony in solido, Mr. Sadler shall pay to Mrs. Sadler the sum of Two Thousand Eight Hundred Dollars ($2,800.00), to be paid at the rate of Four Hundred Dollars ($400.00) per month beginning July 15, 1994, and due on the 15th day of each month thereafter for eight consecutive months. To secure this amount, Mrs. Sadler is granted a lien on the 101 Gibson Drive property.

9. **Wife's Automobile:** All right, title and interest of Mr. Sadler in and to the 1994 Grand Am automobile currently being driven by Mrs. Sadler shall be, and is hereby, divested out of him and vested absolutely in Mrs. Sadler, free of any claim by Mr. Sadler. Mrs. Sadler shall assume sole and separate responsibility for payment of the outstanding indebtedness secured by a lien on said automobile and shall hold Mr. Sadler harmless from any liability therefor.

10. **Wife's Personal Property:** All articles of household furnishings and personal property situated at her residence, or otherwise in the possession of Mrs. Sadler, shall be, and are hereby, made her sole and separate property, free of any claim by Mr. Sadler, except for the baby bed located at 101 Gibson Drive. That bed is Mrs. Sadler's separate property, being handed down to her from her grandmother.

11. **Husband's Personal Property:** All articles of household furnishings and personal property situated at his residence, or otherwise in the possession of Mr. Sadler, shall be, and are hereby, made his sole and separate property, free of any claim by Mrs. Sadler.

12. **Husband's Bank Account:** All right, title and interest of Mrs. Sadler in and to all funds on deposit in any bank account's styled in the name of Donald Ray Sadler shall be, and is hereby, divested out of her and vested absolutely in Mr. Sadler, free of any claim by Mrs. Sadler.

13. **Wife's Bank Account:** All right, title and interest of Mrs. Sadler in and to the funds on deposit in the Nashville Bank of Commerce checking account styled in the name of Carol Ann Sadler shall be, and is hereby, divested out of him and vested absolutely in Mrs. Sadler, free of any claim by Mr. Sadler.

14. **Husband's Debts:** Mr. Sadler shall be solely and separately responsible for the Lowe's and Sears charge accounts and for the Viacom cable bill, and shall timely pay those bills pursuant to the creditor's requests, and shall hold Mrs. Sadler harmless from any liability therefor.

15. **Wife's Debts:** Mrs. Sadler shall be solely and separately responsible for the VISA and the Discover charge accounts and shall hold Mr. Sadler harmless from any liability therefor.

16. **Indebtedness after Agreement:** Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

17. **Federal Income Tax:** Mr. Sadler agrees to assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of income earned and/or received by the parties during any year for which the parties file, or have filed, joint income tax returns. Further, Mr. Sadler

agrees to hold Mrs. Sadler harmless from any liability for such income taxes, penalties and/or interest as may hereinafter be finally determined to be due.

18. **Bankruptcy:** Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

19. **Creditor Claims on other Party:** In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover for the other part the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

20. **Enforcement Expenses:** In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

21. **Agreement part of Final Decree:** It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties.

22. **Final Settlement:** It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby

waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, alimony, pensions, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Mrs. Sadler and Mr. Sadler, individually and jointly, or any property that either of them may acquire in the future.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

23. **Full Disclosure:** The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interests in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of their respective incomes, anticipated incomes, and all assets in which they have interests.

24. **Voluntary Agreement:** It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

25. **Parties Understand Agreement:** This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

26. **Conflicts of Laws:** This Agreement is intended to be interpreted according to the laws of the State of Tennessee.

27. **Severable Provisions:** In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

28. **Court Costs:** All court costs shall be paid by Mr. Sadler.

29. **Compliance:** It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

30. **Agreement Amendments:** This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

Carol Ann Sadler

STATE OF TENNESSEE)
) ss.
COUNTY OF Rutherford)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, **Carol Ann Sadler**, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 5th day of July, 1994.

Notary Public

My Commission Expires:

2-13-96

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Donald Ray Sadler

Donald Ray Sadler

STATE OF TENNESSEE)
) ss.
COUNTY OF Davidson)

Personally appeared before me, Notary Public in and for the aforesaid State and County, **Donald Ray Sadler**, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 29 day of June, 1994.

Notary Public

My Commission Expires:

7-22-95

It is FURTHER ORDERED, ADJUDGED AND DECREED that all court costs shall be paid by defendant, DONALD RAY SADLER.

It is finally ORDERED, ADJUDGED AND DECREED by the Court that execution may issue to enforce any of the provisions of this *Final Decree*.

IT IS SO ORDERED. ENTERED this the 21st day of July, 1994.

Muriel Robinson
Fourth Circuit Judge

APPROVED:

Sidney S.F. Bennett, #10371
1225 First American Center
315 Deaderick Street
Nashville, Tennessee 37238
(615) 244-7305 (ofc)
(615) 244-7309 (fax)
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 19 day of July, 1994, a true and exact copy of the foregoing instrument was mailed by United States mail, postage prepaid, to the defendant, who appears *pro se*, as follows:

Donald Ray Sadler
101 Gibson Drive
Madison, Tennessee 37115

Sidney S.F. Bennett

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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 21 day of JULY, 19 94, in the Case Number 94D962 between SADLER, CAROL ANN Plaintiff, and SADLER, DONALD RAY Defendant, as same remains of record in Book 2328, Page 911 of the Minutes of said Court.

5301 08/05 0101 03CHECK 48.00

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 03 day of AUGUST in the year one thousand nine hundred and ninety-four and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Terry Campbell
Deputy Clerk

SEAL

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IDENTIFICATION REFERENCE

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