BOOK 9475PG639

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK
D.C.

SHERRY LYNN BINKLEY NEWTON,	]	
	]	
Petitioner,	]	
	]	
VS.	]	NO: 94D-2543
	]	
JERRY LEON NEWTON,	]	
	]	
Respondent.	]	

FINAL DECREE OF DIVORCE

This cause came on to be heard before the Honorable Marietta M. Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee on the _____ day of September, 1994, upon the original Complaint for Absolute Divorce filed by the Wife; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the maintenance of the parties' adult son during the time he attends college and for the equitable settlement of any and all property rights between the parties; and the entire record in this cause; from all of which it appears to the Court that the Wife should be awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that there should be no proration or reduction of support in regard to the parties' adult son unless otherwise ordered by this Court.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the Wife be and hereby is awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

SECOND CIRCUIT BOOK 9475 PG 640

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHERRY LYNN BINKLEY NEWTON,

Petitioner,

VS.

JERRY LEON NEWTON,

Respondent.

NO. 94D-2543

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between SHERRY LYNN BINKLEY NEWTON (hereinafter referred to as "Wife") and JERRY LEON NEWTON (hereinafter referred to as Husband"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings against the Husband, same being Civil Action Number 94D-2543 in the SECOND CIRCUIT 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 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. The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences, and each shall be restored to all the rights and privileges of an unmarried person.

2. The parties are the parents of two adult children; Stacey Lynn Newton, born June 5, 1972 and Jeremy Ryan Newton, born October 15, 1975. The parties agree that it is the Husband's obligation and responsibility for payment of Jeremy Ryan Newton's tuition, room and board through four years of the college of his choice until he reaches twenty-three, (23), years of age. This obligation shall be limited to the charges for undergraduate tuition, fees, books, supplies and room and board. This is for the benefit of Jeremy Ryan Newton and may be enforced by Jeremy Ryan Newton as third party beneficiary.

3. The Wife shall continue to maintain health insurance coverage for the benefit of Jeremy Ryan Newton until he reaches twenty-three, (23), years of age so long as it is available to her through her place of employment. The parties agree to share equally in the obligation and responsibility for all uncovered medical, dental, orthodontic (including braces), optical (including glasses and contact lenses), pharmaceutical, psychological and psychiatric expenses for Jeremy Ryan Newton until he reaches twenty-three, (23), years of age.

4. The Husband shall continue to maintain that insurance which he has on his life, with Stacey Lynn Newton and Jeremy Ryan Newton designated as the sole and irrevocable beneficiaries therein until Jeremy Ryan Newton graduates from college or reaches twenty-three, (23), years of age, whichever comes first, with the Wife designated as the trustee for the children. Husband agrees that he shall not pledge, borrow against, or encumber said policy in any manner whatsoever for so long as the provisions of this paragraph remain in effect. Husband shall furnish a copy of said policy to Wife, shall make all premiums payments in a timely fashion, and shall instruct the insuror to notify Wife in the event premiums are not made in accordance with policy provisions or in the event Husband makes application to change the beneficiaries under the policy.

5. The parties are the joint owners of the marital residence located at 1934 Union Hill Road, Goodlettsville, Tennessee 37072 and is described as follows:

Map Number 16, Parcel 82.

Land in the 10th Civil District of Davidson County, Tennessee, according to a survey by John T. Alley, Surveyor, August 1, 1965.

BEGINNING at a point in the center of Union Hill Road, Mrs. Iona B. Hudgens' southwest corner and the southeast corner of this land; thence with the center of said Road as follows: S. 50° 15' W. 107 feet; S 60° 00' W 100 feet to an iron spike, a corner to Mrs. Mable B. Dalton; thence with the line of said Mrs. Dalton, N 1° 50' E 2,334 feet to a stake, a corner to said Mrs. Dalton in the line of Robert Galbreath and L. B. Cuffman, Jr.; thence with the line of said Galbreath and Cuffman, S 86° 15' E 156.5 feet to a stake, a corner of aforesaid Mrs. Hudgens in the line of said Galbreath and Cuffman; thence with the line of said Mrs. Hudgens, S 1° 55' W 2,203 feet to the beginning, containing 8.32 acres, more or less.

BEING the same property conveyed to Jerry L. Newton and wife Sherry B. Newton by deed from Lela B. Knight and husband, Walter Knight, of record in book 4953, Page 475, Register's Office Davidson County, Tennessee.

This is improved property, known as 1934 Union Hill Road, Goodlettsville, TN 37072.

The parties agree that the above-described parcel of land titled in the parties' name shall be vested solely in the Wife. Husband is awarded a judgment in the amount of THIRTY-FIVE THOUSAND DOLLARS, ($35,000.00), as full consideration of said property. Wife agrees to pay said sum to Husband in regular monthly installments of FIVE HUNDRED DOLLARS, ($500.00), per month commencing on the 15th day of November, 1994, and continuing uninterrupted until the sum is paid in full. The Wife's address is 1934 Union Hill Road, Goodlettsville, Tennessee 37072. The tax bills shall be sent to the same.

The parties are also the joint owners of two other tracts or parcels of land in Davidson County, Tennessee, described as follows, to wit:

Map Number 16, Parcel 81.

Land in the 10th Civil District of Davidson County, Tennessee, according to a survey by John T. Alley, Surveyor, August 1, 1965.

BEGINNING at an iron stake in the center of Union Hill Road, a corner to Mrs. Lela B. Knight and James Galbreath and the southeast corner of this land; thence with a fence and the line of said Galbreath south 85° 15' West 207 feet to a stake, a corner to F. R. Binkley; thence with the line of said Binkley north 3° 20' East 2,361 feet to a stake, a corner to said Binkley in the line of Robert Galbreath and I. B. Cuffman,

Jr.; thence with the line of said Galbreath and Cuffman South 86° 15' East 156.5 feet to a stake, a corner to aforesaid Mrs. Knight in the line of said Galbreath and Cuffman; thence with the line of said Mrs. Knight South 1° 55' West 2,203 feet to the beginning, containing 9.7 Acres, more or less.

BEING the same property conveyed to Jerry L. Newton and wife Sherry B. Newton by deed from Louise Binkley, a widow, of record in Book 6286 Page 961, Register's Office for Davidson County, Tennessee.

THIS property is conveyed subject to 30 foot easement for R.O.W., across the South of said property and described on deed as shown in d-rivation clause.

This is unimproved property, known as 1934 Union Hill Road, Goodlettsville, TN 37072.

AND:

Map Number 16, Parcel 80.

Land in the 10th Civil District of Davidson County, Tennessee, according to a survey by John T. Alley, Surveyor, August 1, 1965.

BEGINNING at a stake in James Galbreath north line, Mrs. Mable B. Dalton's southwest corner and the southeast corner of this land; thence with a fence and the line of said Galbreath as follows: South 85° 15' West 83.5 feet; south 78° 15' West 123.5 feet to a stake, a corner to E. K. Binkley in the line of said Galbreath; thence with the line of said Binkley north 4° 30' East 2,499 feet to a stake, a corner to said Binkley in the line of Robert Galbreath and L. B. Cuffman, Jr.; thence with the line of said Galbreath and Cuffman south 84° 40' East 126 feet to a corner in said line; thence with said line south 5° 00' West 82.5 feet to an iron stake; a corner in said line; thence with said line south 86° 15' East 30.5 feet to a stake, a corner to aforesaid Mrs. Dalton in the line of said Galbreath and Cuffman; thence with the line of said Mrs. Dalton South 3° 20' West 2,361 feet to the beginning, containing 9.87 acres, more or less.

BEING the same property conveyed to Jerry L. Newton and wife Sherry B. Newton by deed from Louise Binkley, a widow, of record in Book 6286 Page 958, Register's Office for Davidson County, Tennessee.

This is unimproved property, known as 1934 Union Hill Road, Goodlettsville, TN 37072.

The parties agree that both of these two above-described parcels of land titled in the parties' name shall be vested solely in the Wife and their two children, Stacey Lynn Newton and Jeremy Ryan Newton. The actual consideration for this transfer is zero, ($0.00), dollars. The Wife and children's address is 1934 Union Hill Road, Goodlettsville, Tennessee 37072. The tax bills shall be sent to the same.

6. Exhibit "A", attached hereto, contains the list of specific items that shall become the property of the Husband. Wife agrees to relinquish unto the Husband all her right, title and interest in these specific items. All other personal property not heretofore mentioned shall become the property of the Wife and the Husband agrees to relinquish unto the Wife all his right, title and interest in this other personal property.

7. As a further division of property, the parties further agree that the Wife shall receive all right, title and interest in and to the 1989 Chevrolet Blazer and the three former United States Postal Jeeps and that she assumes full responsibility for the payment of the indebtedness due on said vehicles and shall hold Husband harmless on the same. The Husband shall receive all right, title and interest in and to the 1979 Chevrolet Pickup and that he assumes full responsibility for the payment of the indebtedness due on said vehicle and shall hold Wife harmless on the same. Each party shall further be responsible for the payment of any insurance, maintenance and repair bills and other expenses connected with their respective vehicles and shall indemnify and hold each other harmless from repayment thereof.

8. The parties agree that no additional charges shall be made on any of their joint charge accounts.

9. The parties agree to keep their respective checking accounts and/or savings accounts.

10. The parties have closed their joint checking/savings accounts and the proceeds therefrom have been divided between the parties to their mutual satisfaction.

11. Except as otherwise provided in this Agreement, each party hereby relinquishes any claim he or she may have in and to the proceeds of all checking, savings, pension or accounts styled in the individual names of the other party and acknowledges that all such proceeds are the sole and separate property of the party in whom such accounts are styled.

12. It is agreed that the parties shall be responsible for the payment of any debts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from the failure to pay said debts when due.

13. The parties agree that each party shall be responsible for paying his or her own attorney's fees, and that any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by the Wife.

14. 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. 523(a)(5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be nondischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

15. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, 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 from the responsible party 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.

16. 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.

17. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the _____ Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

18. 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, 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

20. 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.

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

22. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

23. 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.

24. 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.

25. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. In the event, however, that any other indebtedness exists, the party who incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall be made, will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

THIS AGREEMENT being executed on this the 5th day of July, 1994, for the Wife, and on this the 6th day of July, 1994, for the Husband.

Sherry Lynn Lasley Newton
WIFE

Larry Ferrell Newton
HUSBAND

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 HUSBAND, with whom I am personally acquainted and who, after being first duly sworn, acknowledged to me that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 7-6-94 day of July, 1994.

Sara Cathey
NOTARY

My commission expires:
1-22-95

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 **WIFE**, with whom I am personally acquainted and who, after being first duly sworn, acknowledged to me that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 5th day of July, 1994.

June Thacker
NOTARY

My commission expires:

11-22-97

EXHIBIT "A" TO MARITAL DISSOLUTION AGREEMENT

The tractor and all farm equipment except the mower and cattle trailor.

The matress, box springs, television and all my personal belongings from the bedroom.

One video cassette recorder.

One silver set.

All guns except one 25 cal. and Jeremy Ryan Newton's guns.

All garage items except Wife's father's tools.

All loose fence posts and other wood.

Gertie, the family dog, however, Husband agrees to assume possession of Gertie only when he has obtained a suitable residence for her. Said residence shall at no time include Husband's mother residence.

Boat and boating equipment.

It further appears to the Court that the current street address of the Wife is 1934 Union Hill Road, Goodlettsville, Tennessee 37072; and the current address of the Husband is 2953 Highway 435, Loretto, Tennessee 38469.

IT IS FURTHER ORDERED that there shall be no proration or reduction of support in regard to the parties' adult son unless otherwise ordered by this Court.

IT IS FURTHER ORDERED that the costs of this cause shall be taxed to the Wife.

ENTERED this the 21st day of September, 1994.

JUDGE MARIETTA M. SHIPLEY

APPROVED FOR ENTRY:

Laura Tek, #016523
ASHWORTH & HIGH
227 Second Avenue, North
Nashville, Tennessee 37201
615/256-7345

Attorney for Wife

PICK-UP

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IDENTIF. & REFERENCE
94 SEP 27 AM 10:48
DAVIDSON COUNTY, TN.
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce was sent by U.S. Mail, postage prepaid, to the Husband, Jerry Leon Newton, 2953 Highway 435, Loretto, Tennessee 38469 on this 16th day of September, 1994.

LAURA TEK

STATE OF TENNESSEE

BOOK 9475 PG 651

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 SECOND Circuit Court for Davidson County, Tennessee, on the 21 day of SEPTEMBER , 19 94 , in the Case Number 94D2543 between NEWTON, SHERRY LYNN BINKLEY Plaintiff, and NEWTON, JERRY LEON Defendant, as same remains of record in Book 155B , Page 1398 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 27 day of SEPTEMBER in the year one thousand nine hundred and ninety-four and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Clay M. Hall
Deputy Clerk

SEAL