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GEORGE L. ROOKER, CLERK
D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

KIMBERLY DIANE BOLING THOMAS,)
)
Complainant)
)
vs.) NO. 90D-352
)
STEPHEN DON THOMAS,)
)
Defendant)

BOOK 9494 PG 210

FINAL DECREE

This cause for a divorce on the grounds of irreconcilable differences came to be heard on the _____ day of _____, 1990, upon the complaint of the wife and Complainant, Kimberly Diane Boling Thomas. Upon testimony by the Complainant and the filing of a written Marital Dissolution Agreement, more than ninety (90) days having elapsed since the filing of the bill for divorce, the Court finds that the divorce should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Complainant, Kimberly Diane Boling Thomas, is awarded an Absolute Divorce from the Defendant, Stephen Don Thomas, based upon the grounds of irreconcilable differences, and that the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved and the Complainant and Defendant are restored to all the rights and privileges of unmarried persons.

FURTHER, THE COURT AFFIRMATIVELY FINDS that the Marital Dissolution Agreement filed with the Court is sufficient and equitable. The Marital Dissolution Agreement filed with the Court is incorporated into this Decree and the Court orders the division of property in accordance with the same. Such Agreement follows:

00169
IDENTIF. + REFERENCE

94 OCT 17 AM 8:41
FELIX ... REGISTER
DAVIDSON COUNTY, TN.

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MARITAL DISSOLUTION AGREEMENT

This Agreement is made this 28th day of March, 1990, in Nashville, Tennessee, by and between the undersigned Kimberly Diane Boling Thomas (wife), and Stephen Don Thomas, (husband).

W I T N E S S E T H

WHEREAS, the parties to this Agreement are husband and wife and they contemplate obtaining an absolute divorce due to irreconcilable differences, the said divorce action being Number 90D-352, in the Probate Court of Davidson County, Tennessee; and

WHEREAS, there are two minor children of this marriage for whom child support is necessary and this Agreement is intended to provide for such support in accordance with the guidelines of the Tennessee Department of Human Services, and in conformity with the provisions of T.C.A. § 36-5-101; the names of the two minor children which are to be lovingly cared for under the terms of this Agreement are Jeremy Don Thomas, age 8, and Lauren Diane Thomas, age 5; and

WHEREAS, this Agreement is intended to dispose of all personal property and divide the same between the parties, and further, this Agreement is intended to divest title to the real property of the marriage from the husband and vest title to the same in the wife; and

WHEREAS, this Agreement is entered into in good faith and is intended to be a fair and equitable division of properties; and

WHEREAS, this Agreement has been read and studied by each party hereto and the parties each enter into this Agreement with full knowledge of the contents of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter contained, the husband and wife do mutually agree and promise as follows:

1. That each of the said parties is fully and completely informed of the financial and personal status of the other, and each of the parties has given full and mature thought to the making of this Agreement and all of the obligations contained herein, and that each of the said parties understands that the agreements and obligations assumed in this Agreement are entered into with the express understanding that this Agreement is in full satisfaction of all obligations which the parties might otherwise have, one to the other.

2. Each party shall retain sole and separate ownership of all other tangible property, all bank accounts of whatever form, all stocks, bonds, and other financial instruments which they brought into their marriage, or which if acquired after the marriage are solely titled in the exclusive name of a party. The other party surrenders and abandons any claim to dowery or other rights to the tangible and financial property of the other. As regards all other property not addressed in this Agreement, such property shall remain with the party in whose possession the said property exists at the time of this Agreement.

3. All household furniture and appliances shall be the sole and exclusive property of the wife.

4. The 1976 Toyota and the 1976 Chevrolet will be the sole and exclusive property of the husband.

5. The wife shall maintain health insurance on the two minor children for so long as she is gainfully employed by a company or employer who provides group health insurance opportunities; any expenses for health care of the children shall be divided equally between the parties to the extent that insurance payments do not cover the required costs, including deductibles.

6. The husband shall provide a term life insurance policy on his life, with the two children as equal beneficiaries and the wife as trustee of the proceeds for the benefit of the children, until the children complete their college educations or reach the age of 22 years.

7. The real property known as 4669 Longbranch, Antioch, Tennessee 37013, being presently titled in the name of the husband and wife is divested out of the husband and vested into the sole name of the wife; the wife shall be entitled to record this marital dissolution agreeement when combined with a final decree of divorce and the same shall be effective as a quit-claim deed from the husband to the wife.

8. The husband shall pay directly to the wife the sum of Two Hundred Eighty-five and 00/100 Dollars ($285.00) per month as child support. Such payment shall be made in four (4) weekly installments of $71.75 per week.

9. The child support payments made above, or as modified later by a court of competent jurisdiction, shall be made for so long as the minor children are attending high school, college, or vocational school, or until the children attain the age of 22 years. However, if the children are attending a college or vocational school after completing high school and the amount of college or vocational expenses exceeds the amount of required child support then in effect, the husband agrees to pay a total amount, not to exceed one-half of educational expenses incurred. For purposes of this Agreement, the term "educational expenses" includes without limitation, all books, tuition, and room and board required if the children attend a vocational school or college and do not live at home with their mother for any reason.

10. Husband and wife shall have joint custody of the minor children. Husband and wife shall jointly make all decisions regarding the health, welfare, and education of the minor children. The minor children shall reside at the place of residence of the wife with the husband having rights of reasonable visitation as follows: The husband may have the children at the following times and dates: Each Christmas Day from 9:00 a.m. to 9:00 p.m. Each summer, during school vacation, the husband may have the children for a period of two weeks in the month of June, which weeks may be consecutive at the election of the husband. Also, Every second and fourth Friday of every month, the husband may have the children from Friday at 6:30 p.m. until Sunday at 6:30 p.m. The husband shall come to get the children at the home of the wife, and he shall return them to the home of the wife at the specified times. Additionally, the parties may arrange by mutual agreement for the husband to visit the children at any other times.

11. The wife shall be entitled to take the two minor children as exemptions for purposes of any and all state and federal income tax purposes.

12. The parties agree to promptly execute any and all documents which may later be determined to be necessary to carry out the terms of this Agreement.

13. The parties agree to protect the good name of the other with all relatives, friends, and acquaintenances known to them.

14. It is further agreed that the terms and provisions of this Marital Dissolution Agreement may be incorporated into the terms of the Final Decree of Divorce, and this Agreement may be enforced by either party by contempt proceedings, if necessary.

IN WITNESS WHEREOF, we have hereunto set our hands this date first written above.

Kimberly Diane Boling Thomas

Kimberly Diane Boling Thomas

Stephen Don Thomas

Stephen Don Thomas

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Gary M. Jones, a notary public, in and for the above County and State, the above signed Kimberly Diane Boling Thomas, with whom I am personally acquainted, and who acknowledged that she did execute the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Nashville, Tennessee, this 28 day of March, 1990.

Gary M. Jones
Notary Public

My Commission Expires: My Commission Expires July 10, 1990

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Gary M. Jones, a notary public in and for the above County and State, the above signed Stephen Don Thomas, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Nashville, Tennessee, this 28 day of March, 1990.

Gary M. Jones
Notary Public

My Commission Expires: My Commission Expires July 10, 1990

IT IS FURTHER ORDERED that the Complainant shall be responsible for any attorney fees in this matter.

IT IS FURTHER ORDERED that the costs of this cause shall be divided between the parties equally, for which execution may issue if necessary.

IT IS SO ORDERED, ADJUDGED AND DECREED.

ENTERED this 26 day of June, 1990.

JUDGE

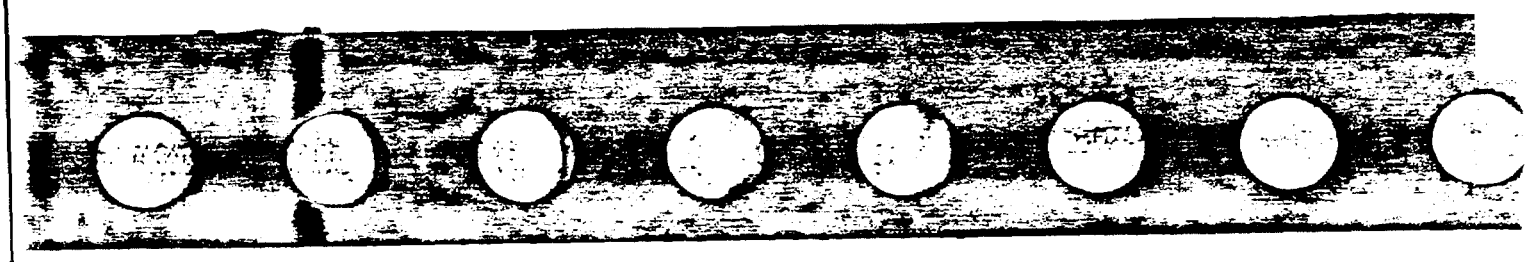
APPROVED FOR ENTRY:

R. GARRY CHAFFIN,
Attorney for Complainant
Supreme Court No. 6618
CHAFFIN & BURNSED, P.C.
1005 18th Avenue, South
Nashville, TN 37212
(615) 320-7373

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed to the Defendant Stephen Don Thomas at his last known address of 474 Bakerstown Road, Antioch, TN 37013, by U.S. Mail, postage prepaid, on this _____ day of June, 1990.

R. GARRY CHAFFIN



STATE OF TENNESSEE

BOOK 9494 PG 215

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* PROBATE *Circuit Court for Davidson County, Tennessee, on the* TWENTY-SIXTH *day of* JUNE, *19* 90, *in Case Number* 90D-352 *between* KIMBERLY DIANE BOLING THOMAS *Plaintiff, and* STEPHEN DON THOMAS *Defendant, as same remains of record in Book* 55A, *Page* 806 *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* eighth *day of* September *in the year one thousand nine hundred and* ninety-four *and in the* two hundred and nineteenth *year of American Independence.*

RICHARD R. ROOKER, *Clerk*

By Kathleen Garrett, *D.C*

Form #GR-117