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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
FOURTH CIRCUIT

1992 DEC 22 PM 3:18

GEORGE H. ROSNER, CLERK

JETTA SUZANNE (GOSSMAN) BENSON,

Plaintiff,

VS.

ROBERT ~~GREEN~~ GREENE BENSON, JR.,

Defendant.

DOCKET NO.: 92D-215

BOOK 9511 PG 383

FINAL DECREE

This cause came on to be heard on the 18th day of December, 1992, before the Honorable Murial Robinson-Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint of Jetta Suzanne (Gossman) Benson, hereinafter referred to as "Wife", for an Absolute Divorce from Robert Greene Benson, Jr., hereinafter referred to as "Husband", upon the grounds of irreconcilable differences, and it appearing to the Court from said Complaint, the testimony of Wife in open court, statements of counsel, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Wife to an Absolute Divorce from (Husband on said grounds; and it further appearing that Husband and Wife have executed a written, notarized Marital Dissolution Agreement, which Agreement the Court affirmatively finds does make adequate and sufficient provisions for the custody and maintenance of any minor children of the marriage and for the equitable settlement of all property rights between the parties; and the Court affirmatively finds that said Agreement is in substantial compliance with current statutory child support guidelines; and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore it is hereby

ORDERED, ADJUDGED AND DECREED that Wife, Jetta Suzanne (Gossman) Benson, should be and she hereby is awarded an absolute divorce from Husband, Robert Greene Benson, JR., on the grounds of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. It is further

ORDERED, ADJUDGED AND DECREED that the parties' written, notarized Marital Dissolution Agreement dated December 8, 1992, should be and the same hereby is incorporated into and made a part of this Final Decree of Divorce by reference and attachment, as fully as if reproduced verbatim herein, to wit:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
FOURTH CIRCUIT

JETTA SUZANNE GOSSMAN BENSON, Plaintiff,	)	
VS.	)	Docket Number 92D-215
ROBERT GREEN BENSON, JR., Defendant.	)	BOOK 9511 PG 384

[redacted] MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into on the date(s) set forth beside the signatures below, by and between JETTA SUZANNE GOSSMAN BENSON hereinafter called "Wife", and ROBERT GREEN BENSON, JR., hereinafter called "Husband", as follows:

WHEREAS, Wife is filing suit in the above-captioned Court for an absolute divorce from Husband, on the grounds of irreconcilable differences, with a Docket Number to be assigned by the Court Clerk at the time of filing and to be entered into the space provided above; and

WHEREAS, both Husband and Wife desire to fix their respective rights and duties and all other matters relating to the division of their personal assets and liabilities of whatever nature, and relating to the custody and maintenance of all minor children of the marriage; and

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the grounds of irreconcilable differences; and

WHEREAS, Husband acknowledges that a divorce proceeding will be filed against him in the State of Tennessee and that this Agreement, when notarized, shall also serve as statutory service of process upon him in lieu of personal service; and Husband specifically waives further service of process and waives his right to file an Answer or other responsive pleading to the Complaint in this cause; so

WHEREFORE, in settlement, adjustment and compromise of all current matters relating to property rights, alimony, child custody, support and visitation, and all other matters relating to or arising out of the marriage relationship, and in consideration of the mutual promises and covenants herein set forth, Husband and Wife mutually covenant and agree as follows:

1. Wife shall have the sole care, custody and control of the parties' minor children, Jetta Elizabeth and Ronald Geoffrey, with reasonable and liberal rights of visitation reserved to Husband.

2. Husband shall pay child support payments to Wife for the maintenance and support of the parties' minor children, as follows: the sum of Five Hundred ($500.00) Dollars per month, commencing on November 15, 1992, to be received by Wife not later than 15th of each month. Further, 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 court approval must be obtained before child support can be reduced. Unless specifically ordered by the Court, none of such support shall be reduced or prorated.

Furthermore, Husband and Wife acknowledge that said child support is fair, equitable, and adequate, and is in substantial compliance with current statutory child support guidelines.

In addition, Husband agrees to maintain medical insurance on the minor children in such amounts and benefits not less than that which is known to Wife and in effect as of the date of the filing of the Complaint for Divorce, and Husband and Wife shall divide equally and each pay one-half of all insurance deductibles and one-half of all hospitalization, medical, prescription, optical and dental expenses for the minor children to the extent that such expenses are not otherwise covered by any insurance. The insurance to be carried by Husband shall be the primary insurance carrier, in the event Wife shall elect, at option, to obtain additional any additional medical insurance coverage. Husband shall provide Wife with such insurance cards and claim forms as are available to assist Wife in obtaining medical care for the children.

Further, Husband shall maintain life insurance on his life in such amounts and benefits not less than that which is currently in effect, or in a face amount of not less than $150,000.00 whichever is the greater, and with the parties' minor child named as irrevocable beneficiary, via an adult Trustee being the Wife, for the duration of minority, or until otherwise emancipated.

Furthermore, the parties desire to provide for the college education of the minor children. The parties acknowledge that this provision is a contract between themselves and shall not merge into any final decree of divorce. The parties agree to divide equally and each pay one half of the following expenses relating to the children's college education.

a. The tuition of the college or university the children attend limited to an amount equal to the tuition being charged by Trevecca Nazarene College at the time of the children's enrollment in the college or university of their choice.

b. An amount equal to the charge of Trevecca Nazarene College for room, board, and meals at the dormitory of said Trevecca Nazarene College.

c. An amount of One Hundred Dollars ($100.00) per month for clothes per child.

d. An amount of Two Hundred Twenty Five Dollars ($225.00) per month as spending money for each child.

e. An amount equal to books, supplies and lab fees for the courses in which the children are enrolled.

f. An amount equal to air fare charges to transport the children to college or university at the beginning of the school year, three trips home during the school year and the trip home at the end of the school year.

g. The above payments are due and owing when the college or university requires said payments and the monthly expenses are due on the 15th of the month.

h. The payments shall continue while the children are enrolled in college or university but no payments are required past the date of the children's 25th birthday. The children are allowed Five (5) years from enrollment to graduation.

i. Husband shall provide medical insurance on the children during the times they are enrolled in college or university.

j. That under no circumstance shall Husband or Wife's monthly financial obligation, under this paragraph, exceed the amount of Husband's last regular monthly child support obligation during the children's minority.

3. Wife shall have as her sole and private property, free and clear from any claim by Husband, all of her banking accounts if any; pension, retirement and profit sharing accounts if any; and her clothing, jewelry and items of strictly personal use.

4. Husband shall have as his sole and private property, free and clear from any claim by Wife, all of his banking accounts if any; pension, retirement and profit sharing accounts if any; and his clothing, jewelry and items of strictly personal use.

5. Wife shall have as her sole and private property, free and clear from any claim by Husband, the 1988 Jetta GL automobile. Further, Wife agrees to indemnify and hold Husband harmless from from any other loss, claim, damage or liability associated with said vehicle. Insurance for said vehicle, if any, shall likewise be the responsibility of Wife.

6. Husband shall have as his sole and private property, free and clear from any claim by Wife, the 1987 BMW automobile. Said vehicle is subject to a lien securing payment of a loan from Nations Bank, which loan shall be assumed and paid as and when due, by Husband. Further, Husband agrees to indemnify and hold Wife harmless from said loan, and from any other loss, claim, damage or liability associated with said vehicle. Insurance for said vehicle, if any, shall likewise be the responsibility of Husband.

7. The parties own a certain tract or parcel of real estate known as 118 Saddletree Court, Nashville, Tennessee, and more particularly described as follows:

> Being a certain building identified as property map No. 118 as shown on the plan of Fox Run Section One (A Condominium), of record in Book No. 4860, page 52, in said Register's Office and being a part of Tract No. 1 of the property conveyed to Harris A. Gilbert, Trustee, and Norman W. Ginsberg, Trustee, by deed from Kyle R. Weeman, being of record in Book 5171, page 915, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Robert G. Benson, Jr. by Quitclaim Deed from John B. Stark, Trustee, of record in Book 6028, page 598, Register's Office for Davidson County, Tennessee.

As to said real estate, the parties agree that:

a) All of Husband's right, title and interest in and to said real estate shall be divested out of Husband, and vested in Wife, subject to the existing first mortgage indebtedness owed to Union Planters and second mortgage indebtedness owed to Third National, which indebtedness Wife shall assume and pay as due, commencing with the payment due on December 1, 1992. Wife agrees to indemnify and hold Husband harmless from any liability on said mortgage indebtedness. Any escrow account and insurance policy currently existing on or associated with the said property shall be assigned and transferred to Wife. Husband agrees to execute and deliver to Wife, a quitclaim deed respecting said premises, not later than August 1, 1992. Wife shall be responsible to record said quitclaim deed.

b) Wife further agrees to pay to the Husband the sum of Three Thousand Six Hundred Fifty Eight Dollars and Seventeen Cents ($3,658.17) upon the following terms and conditions. The sum shall bear no interest until the time the second mortgage indebtedness is fully paid as described above, then at that time the sum shall bear interest at the then prime rate and the sum shall be paid in a 24 month period. The Wife shall notify Husband at the time the last payment is made on the second mortgage.

8. The parties agree that the Wife will be divested of all her interest in the Benson/Greer Farms general partnership and agrees to execute all necessary documents to divest her interest. Husband agrees to hold Wife harmless from any indebtedness related to this partnership.

9. Wife agrees to reimburse Husband for medical insurance in the amount of $638.88 which shall be paid in full within one (1) year from the signing of this agreement.

10 Husband agrees to pay and hold Wife harmless from payment of any debt from Benson/Miller, Inc. and Generoux, Inc. owing at the time of the execution of this agreement.

11. Wife agrees to pay the following:

a) Castners	$ 318.67
b) Charge It	2,883.99
c) Discover	1,343.42
d) Bankcard Svc	1,771.06
e) Dillards	157.49
f) Pennys	37.47
g) Sears	804.09
h) Shell	762.00

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12. The parties agree that the Husband shall have as his personal property the following items: acrylic coffee table, oak swivel chair, cemetery painting, framed laughter poem, (1) white standup lamp, (2) art table lamps, (2) TV arts, oak dining table, captain's table, (4) storehouse bookshelves, piano, (1/2) pictures of the kids, mantel, antique bed & accessories, revolving book shelf, (2) white stools, futon & mattresses, BB office chair, tea cart, (2) wooden school chairs, (4) wooden folding chairs, (2) Adirondack chairs, (4) iron chairs, (1) small iron table, gas grill,, iron coffee table, iron serving piece, Mike Davis photos, Sitting Duck print, (2) Anderson paintings, Inaugural dinner print, LBG Memphis painting, LBG seascape, books from attic & loft, Nantucket painting, boxed chess set, small refrigerator, B&W TV/radio, stereo, assorted bud vases, cotton blanket, fire fender, duck decoy, plaster bird, rowing machine, (2) file cabinets, computer table, bit photocopier, Macintosh computer equip., (1) white desk, white metal shelving, BP&M files and paper, (1) grey office chair, hand tools, tent, chain saw, power saw, electric drill, heavy garden tools, white flatware, etched decanter, white coffee service, 1/2 demitasse set, black soup dishes, tea set, small wine servers, espresso machine, (2) water pitchers, brown coffee maker, BP&M microwave, white teapot, white pots & pans, steamer, white plates, white bowls, clear salad bowl, green glass collection, pasta bowls, small wine glasses, and coffee grinder.

13. Parties agree that Wife shall have as her personal property the following items: (1) white standup lamp, (2) art table lamps, (2) white TV carts, (5) storehouse bookshelves, couch, living room chair, bed & accessories, white twin bed, white school desk, kid's couch, kid's table & chairs, black tea cart, small whit chests, (2) small white bookshelves, (1/2) of pictures of kids(2) iron patio chairs, (1) small iron table, cafe table set, Christina's world, McConnell, all other prints, all other games, all other books, children's books, refrigerator, (2) color TVs & VCR, washer & dryer, glass candle sticks, etched picture frames, acrylic picture frames, (2) silk flowers arrangements, rugs, draperies & linens, (2) file cabinets, small photocopier, Macintosh computer, (1) white desk, (1) grey office chair, hand garden tools, small garden tools, hand saw, battery charger, kerosene heater, garden accessories, red striped dishes, blue striped dishes, red flatware, all other kitchen items, remaining water pitchers, white coffee maker, white microwave, Princess House cookware, desert dishes, glass bowls, blue glass collection and three salad bowls.

14. The parties agree that the following items shall be the property of the Husband subject to the condition that he can not sell, dispose, make a gift of or otherwise encumber without first offering same to Wife: (4) Black dining chairs.

15. The parties agree that the following items shall be the property of the Wife subject to the condition that she can not sell, dispose, make a gift of or otherwise encumber without first offering same to Husband: Wardrobe, (4) Black dining chairs and creche and blue water colors.

16. All of the parties' "other" marital property, being all of the parties' marital property not otherwise specifically mentioned and disposed of in the paragraphs hereinabove, has already been equitably divided between Husband and Wife by agreement. As to such "other" property, Husband and Wife shall each retain sole right, title and interest in and to such "other" property now in his or her possession, free and clear from any claim by the other.

17. Husband and Wife agree that from and after the date of this Agreement, each shall be solely responsible for his or her own debts and obligations, except as may otherwise be specifically set out in this Agreement. Neither party shall be authorized to incur any debt, liability or obligation on behalf of the other, and each agrees to indemnify and hold the other harmless from any such debts, liabilities and obligations.

18. Husband and Wife each agree to execute any documents or instruments which are, or may become, necessary to implement the terms and intents of this Agreement.

19. Husband and Wife agree that this Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but is an equal division of property by co-owners.

20. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(a)(5) of the Bankruptcy Code, this obligation being part of the financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the division of property. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

21. Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, and that the said provisions equitably settle all property rights between Husband and Wife, and that this Agreement makes adequate and sufficient provision for the custody and maintenance of all minor children of the marriage. Each party accepts said terms in settlement of all claims and demands arising out of the marriage relationship. However, the parties understand that the Court retains continuing jurisdiction over all custody, visitation and support matters relating to the minor children of the marriage, and the related provisions herein contained are subject to further Orders of the Court in accordance with law. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

Further, Husband acknowledges that Attorney Howard L. Chambers represents Wife, and not Husband; that he understands that he has the right to be represented by his own attorney now, or at any time during this divorce proceeding; and that he is not relying upon any representations or advice by Howard L. Chambers, in entering into this Agreement.

This Agreement shall be submitted to the Judge of the Court first captioned herein, and if approved shall be incorporated into any Final Decree of divorce granted on the grounds of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, as in contract.

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WITNESS OUR HANDS the date(s) set forth below.

Robert Green Benson Jr. — Jetta Suzanne Gossman Benson

ROBERT GREEN BENSON, JR.
"Husband"

JETTA SUZANNE GOSSMAN BENSON
"Wife"

8 DEC 92
Date

8 Dec 92
Date

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Jetta Suzanne Gossman Benson, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Marital Dissolution Agreement as "Wife", for the purposes therein contained.

This the 8 day of December, 1992.

Donna L. Chambers
NOTARY PUBLIC

My Commission Expires: 12/12/92

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Robert Green Benson, Jr., the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Marital Dissolution Agreement as "Husband", for the purposes therein contained.

This the 8th day of December, 1992.

Amy S. Conatser
NOTARY PUBLIC

Commission Expires: 3-6-1993

IT IS FURTHER ORDERED that in the event the obligor parent is thirty (30) days delinquent in support as set out above and upon the oblige parent making written application, the Clerk of the Court will issue an immediate wage assignment to the obligor's employer as provided by Section 36-5-501 T.C.A. Upon application being make, the Clerk will immediately give advance notice of the assignment to the obligor parent. Further, unless specifically ordered by the Court, such support shall not be reduced or prorated.

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IT IS FURTHER ORDERED that the costs of this cause shall be adjudged against Wife, Jetta Suzanne (Gossman) Benson, for which let the cost deposit apply.

ENTERED this the 18th day of Dec., 1992.

Murial Robinson-Rice
MURIAL ROBINSON-RICE, JUDGE

APPROVED FOR ENTRY:

Howard L. Chambers
HOWARD L. CHAMBERS, #5586
Attorney for Wife
2542 N. Mt. Juliet Road
Suite 1
Post Office Box 313
Mt. Juliet, TN 37122
(615) 754-4899

Certificate of Service

I hereby certify that I have this date forwarded a true and exact copy of the foregoing Final Decree to Jetta Suzanne (Gossman) Benson and Robert Green Benson, Jr., this the 18 day of December, 1992.

Howard L. Chambers
HOWARD L. CHAMBERS

05886
IDENTIF. & REFERENCE

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FELIA ... REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

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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 22 day of DECEMBER , 19 92 , in the Case Number 92D215 between BENSON, JETTA SUZANNE GOSSMAN Plaintiff, and BENSON, ROBERT GREENE JR Defendant, as same remains of record in Book 212C , Page 2071 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 03 day of NOVEMBER in the year one thousand nine hundred and ninety-four and in the 219th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Kathleen Garrett
Deputy Clerk

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