BOOK 9536 PG 781

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHRYN L. BASKIN,	)	94 NOV -4 PM 2:12
Plaintiff,	)	RICHARD R. ... CLERK
vs.	)	No. 94D-2272 D.C.
ROBERT E. BASKIN,	)	
Defendant.	)	

133-08
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FINAL DECREE

This cause came on to be heard on the 4th day of ~~October~~ November, 1994, before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. After review of the entire record in this cause, the Court finds that the parties have suffered irreconcilable differences in their marriage.

IT IS, THEREFORE, **ORDERED, ADJUDGED AND DECREED** that the Plaintiff, **KATHRYN L. BASKIN**, is hereby awarded an absolute divorce from the Defendant, **ROBERT E. BASKIN**, on the grounds of irreconcilable differences, T.C.A. Section 36-4-103, and they are hereby restored to all the rights and privileges of unmarried persons.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor child at this time. Unless specifically Ordered by the Court, such support shall not be reduced or prorated. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

94 DEC -2 PM 2:18

IDENTIFICATION REFERENCE 14189

SECOND CIRCUIT 9538 782

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHRYN L. BASKIN,

Plaintiff,

vs.

ROBERT E. BASKIN,

Defendant.

No. 94D-2272

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into by and between KATHRYN L. BASKIN, hereinafter referred to as "Wife", and ROBERT E. BASKIN, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, the parties were married on May 21, 1986, in Davidson County, Tennessee; the parties are citizens and residents of Davidson County, Tennessee; and, there is one minor child born of this marriage; and,

WHEREAS, certain difficulties and differences have arisen between the parties and they now live separate and apart from each other, and have no plans of resuming their marital relationship; and,

WHEREAS, the parties have reached an understanding relative to their property and wish that this understanding be reduced to writing so that there might not be any confusion and be binding upon both as of this date.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the Husband and Wife as follows:

1. CUSTODY: The parties agree that the Wife shall have absolute care, custody and control of the parties' minor child, Kristopher Benjamin Baskin.

2. VISITATION: The Husband shall have liberal visitation privileges with said minor child.

3. CHILD SUPPORT: The Husband agrees that he will pay to the Wife the sum of $150.00 per week for the support and maintenance of the minor child of the parties. This amount of child support is in excess of the Tennessee Child Support

Guidelines.

The Husband shall maintain hospitalization and major medical insurance for the benefit of the minor child and shall be responsible for the payment in full of the annual deductible and any medical, dental (including orthodontic) and prescription expenses not covered by such insurance.

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.

4. **INSURANCE:** The Husband shall maintain hospitalization and major medical insurance for the benefit of the Wife and shall be responsible for the payment in full of the annual deductible and any medical, dental (including orthodontic) and prescription expenses not covered by such insurance for a period of two years after the date of the divorce.

5. **REAL PROPERTY:** The parties own a house and lot located at 712 Hiedi Court, Nashville, Davidson County, Tennessee and the Wife agrees that she is divested of any right, title or interest in said property and the same is vested in the Husband. The Husband agrees to assume and hold the Wife harmless from any debt thereon.

Further, the parties own a lot located at Hidden Valley Lake, Hickman County, Tennessee and the Husband agrees that he is divested of any right, title or interest in said lot and the same is vested in the Wife.

6. **UNTITLED PERSONALTY:** The parties agree that the Wife will be awarded the following untitled personalty: her bedroom furniture; the child's bedroom furniture; living room furniture; dinning room furniture; kitchen utensils and dishes; the Wife's and the minor child's personal items; all gifts given to the Wife and the minor child; refrigerator in the garage; computer for Kris; guest room furniture; and, treadmill. The Husband is awarded

all other personal property located in the parties homeplace not mentioned above.

7. TITLED PERSONALTY: The Wife agrees that she is divested of any right, title or interest she may have in the 1984 Ford Van and the 1985 Chevrolet Citation automobile and the same is vested in the Husband. The Husband agrees that he is divested of any right, title or interest he may have in the 1979 Chevrolet Van and the same is vested in the Wife.

8. WAIVER OF SERVICE OF PROCESS: The Husband acknowledges by signing this agreement that he is aware that the Wife intends to proceed with a divorce on the grounds of irreconcilable differences in this cause of action and he hereby waives personal service of process.

9. ATTORNEY'S FEES AND COURT COSTS: The Husband shall pay the attorney fee of F. Michie Gibson, Jr. and any court costs incurred as a result of this divorce action.

10. MISCELLANEOUS PROVISIONS: The parties agree that any debts or obligations contracted by either party subsequent to the date of the execution of this Marital Dissolution Agreement shall be the sole and separate responsibility and liability of the party contracting same; and each party will hold the other party harmless from any and all such debts or obligations. Any joint accounts shall be closed or converted to the sole use of one party or the other.

The parties hereby expressly agree that the payment of the debts and obligations of the parties which the Husband assumes and agrees to pay is to be considered a support obligation to the Wife and the same shall not be dischargeable in any subsequent bankruptcy proceeding filed by the Husband pursuant to Chapter 7 or Chapter 13 of the United State Bankruptcy Code.

The parties hereby agree that either party will promptly execute any and all documents of any kind or character for the other which may be necessary or proper to carry out the terms of this Marital Dissolution Agreement.

It is further understood and agreed by and between the

parties that this property settlement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effects have been fully explained to each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have hereto subscribed their names as indicated below. Both parties understand and intend that this Agreement be effective as of the date signed.

Kathryn L. Baskin
KATHRYN L. BASKIN

Robert E. Baskin
ROBERT E. BASKIN

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 **KATHRYN L. BASKIN,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes herein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 31st day of May, 1994.

Theresa R. Allison
NOTARY PUBLIC

My Commission Expires: 5/24/97

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 **ROBERT E. BASKIN,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes herein contained.

Witness my hand and official seal at Nashville, Tennessee, this 31st day of May, 1994.

Theresa R Allison
NOTARY PUBLIC

My Commission Expires: 5/24/97

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parties that this property settlement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effects have been fully explained to each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have hereto subscribed their names as indicated below. Both parties understand and intend that this Agreement be effective as of the date signed.

Kathryn L. Baskin
KATHRYN ~~E.~~ BASKIN

Robert E. Baskin
ROBERT E. BASKIN

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 **KATHRYN L. BASKIN**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes herein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 2 day of November, 1994.

F. Michie Stevens
NOTARY PUBLIC

My Commission Expires: 5/24/97

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 **ROBERT E. BASKIN**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes herein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28 day of October, 1994.

F. Michie Stevens
NOTARY PUBLIC

My Commission Expires: 5/24/97

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IT IS, **ORDERED, ADJUDGED AND DECREED** that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

ENTERED this 4th day of November, 1994.

JUDGE

APPROVED FOR ENTRY:

F. MICHIE GIBSON, JR.
Attorney for Plaintiff
1416 Parkway Towers
Nashville, TN 37219
Reg. Number: 13547
(615) 244-0095

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to Mr. Robert E. Baskin, 712 Heidi Court, Nashville, Tennessee 37211, this the 10th day of October, 1994.

F. MICHIE GIBSON, JR.

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STATE OF TENNESSEE

BOOK 9536 PG 788

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 _04 day of _NOVEMBER , 19 _94 , in the Case Number _94D2272 between _BASKIN, KATHRYN L. Plaintiff, and _BASKIN, ROBERT E. Defendant, as same remains of record in Book 156A , Page _503 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 _02 day of _DECEMBER in the year one thousand nine hundred and _ninety-four and in the _219th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL