BOOK 9569PG502

IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

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

DEMETRIA ANN JONES-SMITH >
4308 FALLING LEAF LANE
NASHVILLE, TN 37207

Plaintiff,

vs. > NO. 94D-323

WILLIE NATHANIEL SMITH
2842 VISTA LANE
NASHVILLE, TN 37207

Defendant. >

FILED REC
SUMNER CO. CHANCERY COURT
NOV 07 1994
CIVIL/DOMESTIC
BRENDA M. PAGE, C & M
BY: DEPUTY CLERK & MASTER

FINAL DECREE OF DIVORCE

This cause came on to be heard on November 7, 1994, before the Honorable Tom Gray, Chancellor of the Chancery Court for Sumner County, Tennessee; upon the Complaint of DEMETRIA ANN JONES-SMITH, for an absolute divorce upon the grounds pursuant to 36-4-101(12), and upon the testimony of the Plaintiff, no Answer having been filed by the Defendant and upon the written notarized Marital Dissolution Agreement executed by the parties, and upon the entire record in this cause, from all of which the Court finds that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling the Plaintiff to an Absolute Divorce on said grounds; and Court affirmatively finds written agreement for the custody and maintenance of the parties' minor child and for the equitable settlement of any property rights between the parties, and that said Agreement should be incorporated into the Final Decree of Divorce.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, DEMETRIA ANN JONES-SMITH, is awarded an absolute divorce from Defendant, WILLIE NATHANIEL SMITH, on the gounds of irreconcilable differences and the bonds of matrimony are forever dissolved.

It is further ORDERED, ADJUDGED and DECREED that the written notarized Marital Dissolution Agreement entered into and signed by the parties should be and the same is hereby 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:

24692
IDENTIF. ↑ REFERENCE

95 JAN 12 AM 8:37
FELIA [illegible] REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

DEMETRIA ANN JONES-SMITH >

Plaintiff,

vs. > NO. 94D-323

WILLIE NATHANIEL SMITH

Defendant. >

FILED REC
SUMNER CO. CHANCERY COURT
JUL 26 1994
CIVIL/DOMESTIC DIV.
BRENDA M. PAGE C & M
BY: DEPUTY CLERK & MASTER

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between DEMETRIA ANN JONES SMITH, hereinafter referred to as "Wife", and WILLIE NATHANIEL SMITH, hereinafter referred to as "Husband", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties resulting in a decision by the parties for the institution of divorce proceedings in the Chancery Court for Sumner 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 and obligations for payments of debts, and obligation of support and rights to custody of the minor child 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 effective 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. Husband acknowledges and is aware that Wife will file a civil action for divorce against him in the Chancery Court of Sumner County, Tennessee, and that Wife intends to submit this Marital Dissolution Agreement to the Court for its approval in

said divorce action. Husband further acknowledges and agrees that he is entering into this Marital Dissolution Agreement in lieu of service of process and that the signing of this agreement constitutes a general appearance before the court. Husband waives further service of process and waives filing an answer to the Complaint for absolute divorce to be filed by Wife. Husband understands that this waiver of service of process is valid for a period of one hundred twenty (120) days from the date the last party signs this agreement.

2. WAIVER OF VENUE

Parties agree that this matter shall be filed and heard in Sumner County, Tennessee.

3. GROUNDS

Parties agree that irreconcilable differences exist in the marriage as defined by T.C.A. 36-4-101(11), and that in the future it will be impossible for them to live together as husband and wife.

4. REAL PROPERTY

The parties own certain real property located at 4308 Falling Leaf Lane, Nashville, Davidson County, Tennessee, and more specifically described as follows:

> BEING Lot No. 39 on the Plan of Timbertrail Subdivision, Section 4, a plat of which is of record in Plat Book 5200, Page 634, Register's Office for Davidson County, Tennessee, to which reference is hereby made for further description of said property.
>
> Being the same property conveyed to Willie N. Smith and wife, Demetria Ann Jones-Smith from Jimmy L. Campbell and wife, Judith Diane Campbell, by deed of record in Deed Book 9199, page 954, Register's Office for Davidson County, Tennessee.
>
> Map/Group/Parcel
> 032-13-060.00

With all right, title, and interest in and to said property being hereby divested from the Parties as tenants-by-the-entirety and being vested solely in the Wife. Wife shall be responsible for and hold the Husband harmless on the mortgage to Sun Trust Mortgage Company.

5. PERSONAL PROPERTY

A. Husband shall receive the 1987 Cadillac Sedan Deville automobile, VIN #_____, as his sole and separate property, free from any claim of Wife.

B. Wife shall receive the 1989 Buick Skyhawk automobile, VIN #_____, as her sole and separate property, free from any claim of Husband.

C. Wife shall receive the 1978 Cutlass Supreme automobile, VIN #_____, as her sole and separate property, free from any claim of Husband.

D. The Wife shall retain all the household goods, furnishings and her personal property, which she owned prior to the marriage, free from any claim of the Husband. Wife shall also retain the lawnmower.

E. The Husband shall retain all the household goods furnishings and his personal property, which he owned prior to the marriage, free from any claim of the Wife.

F. Parties agree that each shall retain his/her own retirement account and bank accounts.

6. INDEBTEDNESS

A. The parties shall each be responsible for and hold the other harmless for one-half of the following debts:

(1) Third National Bank, with an approximate balance of $3,500.00, and monthly payments of $245.00.

(2) Sears, with an approximate balance of $600.00, and monthly payments of $50.00.

(3) AmSouth Visa, with an approximate balance of $2,200.00, and monthly payments of $50.00.

In order to facilitate the payments, the Husband shall pay directly to the Wife his one-half of each monthly payment, and the Wife shall be responsible for forwarding the payments to each creditor.

B. The Husband shall be responsible for and hold the Wife harmless on the debt owing to Dayton Tires. However, due to the debt being in Wife's name, the Husband shall pay directly to the Wife $50.00 per month, and the Wife shall be responsible for forwarding the payment to Dayton Tires.

C. The parties also agree that each will be responsible for any indebtedness not mentioned herein, incurred in their own names either during the marriage or since their separation, and to hold each other harmless from any liability thereon.

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

7. CHILD CUSTODY & VISITATION

A. The Wife shall have permanent sole custody of the parties' minor child, to wit: TIFFANY DENISE SMITH, age 10 months.

B. The Father shall have reasonable visitation privileges, with Father giving Mother at least 3 hours notice prior to exercising weekday visitation and notice by Thursday 6:00 p.m. for weekend visitation. Also, the Father agrees that all visits shall be pre-arranged and that he will not make any unannounced visits to the Mother's home or anywhere the child might be.

C. Parties agree that, due to the age of the child and the Father's habits regarding the consumption of alcohol, there will be no overnight visits. Further, there shall be no visitation if the Father is under the influence of alcohol, physically violent, or verbally abusive.

D. Further, the parties agree that all visitation shall be exercised at the home of the Mother.

E. Parties agree to work together for the best interest of the child in arranging visitation schedules.

8. CHILD SUPPORT

As child support payments, the Husband shall pay, by wage assignment, the sum of $138.12 bi-weekly, with the first payment being due on the first pay date after execution of this agreement.

property 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 laws of any jurisdiction with respect to the other or the other's property, including, without limitation, dower, curtesy, statutory allowance, homestead rights, right to take under or against the will of the other, inheritance, descent or distribution, the right to act as personal representative of the other's estate, the right to receive the proceeds of any policy insuring the life of the other party or the right to receive any benefits from the others retirement, pension or profit sharing plan except as provided by the terms of this Agreement. This Agreement applies to all property now owned by either Husband or Wife, individually or jointly, or any property that either of them may acquire in the future.

14. Both parties agree to sign any and all deeds, titles, declarations, documents or instruments necessary or required to implement the terms of this Agreement or to carry out the full purpose or intent of this Agreement.

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

16. 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.

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

18. In the event that any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such

This is pursuant to the Child Support Guidelines based on Husband's wage of $9.83 per hour for a 40 hour week. The wage assignment shall be issued to Husband's employer at the following address:

Veterans Administration Hospital
1310 24th Avenue South
Nashville, TN 37212

Husband shall make said payments until child graduates from high school or reaches 18 years of age, whichever occurs last. Both parties are aware that all matters relating to child support, custody and visitation are matters expressly subject to review by the Court until the child reaches majority.

9. INSURANCE

The Wife shall maintain the current health insurance on the parties' minor child, and parties shall split equally all medical, dental, orthodontic, optometric and prescription expenses not covered by insurance. Husband shall reimburse the Wife for her out-of-pocket expenses or pay any sums owed directly to the provider of services within 15 days of receipt of proof of the expense.

10. LEGAL REPRESENTATION

Husband acknowledges that Wife is represented by DEBRAH K. TORMES and that he is entitled to seek independent legal advice. Parties agree to be responsible for his/her own attorney's fees and the Wife shall be responsible for all court costs.

11. In the event that it becomes 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.

12. It is understood and agreed between the parties that this Agreement will be introduced in the civil action for an absolute divorce to be filed by the Wife in the Chancery Court of Sumner County, Tennessee and submitted to the Court for ratification and incorporation into a final decree of divorce between the parties.

13. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all

individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

19. This Agreement may be altered, amended or canceled only by an instrument in writing signed by each of the parties and this requirement cannot be waived by oral agreement. Moreover, no waiver of any of the terms or provisions of this Agreement shall be valid unless such waiver is in writing.

IN WITNESS WHEREOF, the said parties have read this instrument and have familiarized themselves with its contents and signed and executed this instrument on the date indicated below.

13 June 94
DATE

DEMETRIA ANN JONES SMITH

6-13-94
DATE

WILLIE NATHANIEL SMITH

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, DEMETRIA ANN JONES SMITH, the within named bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me at Nashville, Tennessee, this 13th day of June, 1994.

NOTARY PUBLIC

My Commission Expires Sept. 27 1994.

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, WILLIE NATHANIEL SMITH, the within named bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me at Nashville, Tennessee, this 13th day of June, 1994.

Jean R. Gould-Jaeger
NOTARY PUBLIC

My Commission Expires Sept. 27 1997.

It is further ORDERED, ADJUDGED and DECREED that the cost of this cause are taxed to the Plaintiff, prepaid.

ENTERED this 7 day of November, 1994.

CHANCELLOR

APPROVED FOR ENTRY:

DEBRAH K. TORMES, #12019
Attorney for Plaintiff
505 East Main Street
Hendersonville, TN 37075
(615) 824-7163

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of this Final Decree of Divorce has been mailed to the Defendant, WILLIE NATHANIEL SMITH at 2842 Vista Lane, Nashville, Tennessee 37207 this 7th day of November, 1994.

DEBRAH K. TORMES

1304 01/12 0101 03CHECK 40.00

STATE OF TENNESSEE
SUMNER COUNTY

I, Brenda M. Page, Clerk & Master of said County, do hereby certify that the foregoing instrument contains a true and correct copy of Final Decree of Divorce as appears of record or on the file in my office and of the records of the Chancery Court of said County. Given under my hand and seal this 11th day of November, 1994.

BRENDA M. PAGE, Clerk & Master

By DC