IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH DIANNE HALL	)	
	)	
Plaintiff,	)	
	)	
VS.	)	Case No. 93D-2464
	)	
JAMES NEAL HALL	)	
	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on the 19th day of October, 1993 before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the complaint for absolute divorce heretofore filed by the plaintiff, Deborah Dianne Hall, submission to the court of a signed and notarized marital dissolution agreement, testimony of the plaintiff in open court, statement of counsel, and the record taken as a whole from all of which it appears to the Court and the Court finds that the parties have suffered irreconcilable differences as contemplated by T.C.A. Section 36-4-101 (11).

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** by the Court that the plaintiff, Deborah Dianne Hall,is hereby awarded an absolute divorce from the defendant, James Neal Hall, and that the bonds of matrimony heretofore subsisting between the parties are hereby dissolved and the parties are restored to all the rights and privileges of unmarried persons.

It is further, **ORDERED, ADJUDGED** and **DECREED** by the Court, and the Court affirmatively finds, that the parties have made an adequate and sufficient equitable division of the marital property of the parties, which agreement is hereby incorporated herein verbatim:

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IDENTIF. & REFERENCE
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FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH DIANNE HALL Plaintiff,	)	
vs.	)	No. 93D-2464
JAMES NEAL HALL Defendant,	)	

MARITAL DISSOLUTION AGREEMENT

This agreement is made between Deborah Dianne Hall, hereinafter referred to as Wife, and James Neal Hall, hereinafter referred to as Husband.

WITNESSETH:

WHEREAS, these parties are presently living separately and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause; and,

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties, being Deborah Dianne Hall vs. James Neal Hall bearing docket number 93D-2464; and,

Both these parties have been advised of their respective rights and responsibilities, one to the other; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicably and mutually acceptable manner, such that said divorce action shall proceed uncontested;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable consideration, the parties agree as follows:

1. **WAIVER.** The parties hereto, exclusive of the terms and provisions of this agreement, each waive all rights, title, and interest, consummate and inchoate, in and into the property in the estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual, and all

other rights by way of dower, homestead, exemption, alimony, or otherwise, in the present or in expectancy as to any and all property in the estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, or causes of actions, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as the full, final and complete settlement of the property, marital and otherwise of the parties hereto.

Both parties waive any separate and distinct claim to retirement and pension benefits of the other except as set out by this agreement herein, although they may have been advised of their rights regarding pension and retirement benefits.

2. **ENTIRE AGREEMENT.** This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The laws of the State of Tennessee shall govern this agreement in all respects.

3. **NON-COMPLIANCE.** Should either party incur any expense for legal fees as a result of the breach of any portion of this marital dissolution agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred.

No breach, waiver, or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

4. **SEVERANCE.** Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

5. **VOLUNTARY EXECUTION.** Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In

some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as inducement to enter into this agreement, other than the representations set forth herein.

6. **MODIFICATION.** A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of any party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

7. **PERSONALTY.** The parties have heretofore divided their personal property to their mutual satisfaction, and neither make any claim to the property of the other.

8. **DEBTS.** In the event a creditor of either party seeks to compel the other party 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 the claim is made shall be entitled to recover from the other 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.

9. **ALIMONY.** Wife and Husband claim no alimony either pendente lite or permanent and waive any claim they may have thereto in any divorce action between them.

10. **CHILD SUPPORT AND CUSTODY.** Wife shall have sole custody of the parties minor child. Each parent acknowledges his and her desire to protect the child from any adversities arising out of the parties' divorce. The parties intend to counsel with each other and agree that both parties shall have equal say in determining the education, welfare, health or medical treatment, religious upbringing and spiritual training of the child. Furthermore, the parties agreement for sole custody in the mother is based on the parties' acknowledgement that each desire to

do what is in the best interests of the child. Therefore, both parties agree to act in good faith towards one another in the making of decisions on behalf of the child and to always consider the best interests of the child first without regard to the interest of each other.

The child shall alternate spending Major holidays with the parents and both parties agree that specific visitation shall be allowed on Wednesday from 6:00 p.m. until Thursday when the child goes to school and every other weekend from Friday evening at 6:00 p.m. until school starts on Monday morning. Husband shall have other visitation on Father's day, on the child's birthday for one-half day, and for four weeks during the summer in addition to alternate weekends during the summer.

Both the wife and husband will be equally responsible for the transportation of the child for visitation purposes.

Husband agrees to pay child support for the child in excess of 21% of his net income which shall be $800.00 per month to be paid beginning October 25, 1993 and each and every 25th of the month thereafter until the child reaches majority. Husband recognizes an affirmative duty to provide support for the minor child and child support is calculated according to and in excess of the Child Support Guidelines. Wife agrees to maintain major medical health insurance and dental insurance for parties minor child and part of the sum of the $800.00 mentioned infra shall include the cost of insurance which wife shall provide for the parties minor child. Husband and Wife further agree to split the all medical bills and deductibles incurred on behalf of the parties minor child not paid for by said insurance. Furthermore, Wife agrees to furnish Husband a copy of said insurance policy within a reasonable time after the divorce is final.

Wife shall not remove the parties minor child from within 100 miles of Nashville until the child reaches majority.

Both parties agree that neither party shall have members of the opposite sex sleep over or to stay overnight while the respective party is exercising their custody or visitation privileges.

Husband shall maintain life insurance in the amount of $100,000 naming the parties children, Elizabeth Hall (7/12/74) and Sarah Hall, as sole beneficiaries, until the children reach majority age or have completed their education, including college if the child so chooses to attend.

The parties hereto 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 this agreement.

11. **COURT COSTS.** Wife agrees to pay all court costs arising out of this divorce proceeding.

12. **TAX RETURNS.** The parties shall file separate tax returns for the year 1993 and each will be responsible for any indebtedness to the Internal Revenue Service. The parties are hereby advised to seek competent tax advice before filing their tax returns. Wife shall claim the minor child on her income tax returns.

13. **EXECUTION.** Each of the parties agrees to execute all instruments in a timely fashion.

14. **REAL PROPERTY.** The parties own or are purchasing real property located at 921 Russell Street, Nashville, TN 37206 and on King Road, Fairview, Williamson County, TN. Wife shall have as her sole and exclusive property the property located at 921 Russell Street, Nashville, TN and shall hold Husband harmless for any indebtedness thereon. However, the Russell Street property is for sale and when the house shall sell husband shall receive $16,800.00 upon the closing of the sale. Husband shall have as his sole and exclusive property the land located on King Road in Fairview and shall hold Wife harmless for any indebtedness thereon.

15. **SERVICE OF PROCESS.** Husband waives service of process, the of filing an answer to this action, and does consent to the jurisdiction and venue of this court.

16. **AUTOMOBILES.** Husband shall have as his sole and exclusive property the 1992 Ford F-150 Pickup and shall hold Wife

harmless for any indebtedness thereon. Wife shall have as her sole and exclusive property the 1990 Ford Explorer and shall hold Husband harmless for any indebtedness thereon.

17. It is further understood by and between the parties that this marital dissolution agreement shall be filed with the Circuit Court Clerk's office within 120 days from its execution. It is further understood by and between the parties that Wife shall proceed to obtain a divorce on the grounds of Irreconcilable Differences.

IN WITNESS WHEREOF, the said parties, ~~having~~ read this instrument and familiarized themselves with its contents, signed and executed this instrument of the 7th day of October as to the wife, and the 7th day of October, as to the husband.

X James Neal Hall
James Neal Hall

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, in and for said County and State, the within named James Neal Hall, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 7th day of October, 1993.

NOTARY PUBLIC

STEVEN M. MOORE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 16, 1995

My Commission Expires: _____

X Deborah Dianne Hall
Deborah Dianne Hall

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, in and for said County and State, the within named Deborah Diane Hall, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 7th day of October, 1993.

STEVEN M. MOORE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

My Commission Expires SEPT. 16, 1995

My Commission Expires: _____

STEVEN M. MOORE #14651
Attorney at Law
30 Music Square West, Suite 201
Nashville, TN 37203
(615) 244-7300
Attorney for Plaintiff

It is, further, **ORDERED, ADJUDGED** and **DECREED** by the Court that all costs of this cause are taxed to the Wife, for which execution may issue if necessary.

ENTERED this 19th day of Oct., 1993.

HONORABLE MURIEL ROBINSON RICE, JUDGE

SUBMITTED FOR ENTRY:

STEVEN M. MOORE #014651
30 Music Square West Suite 201
Nashville, TN 37203
(615) 244-7300
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished by United States Mail, first class postage prepaid, to James Neal Hall, Box 60053, Nashville, TN 37206 this 19th day of October, 1993.

Steven M. Moore
Attorney at Law

STATE OF TENNESSEE BOOK 9596PG 16

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 19 day of OCTOBER , 19 93 , in the Case Number 93D2464 between HALL, DEBORAH DIANNE Plaintiff, and HALL, JAMES NEAL Defendant, as same remains of record in Book 222C , Page 1939 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 15 day of FEBRUARY in the year one thousand nine hundred and ninety-five and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk

By _____ Deputy Clerk

SEAL

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