IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

95 JUN 13 PM 2

RODNEY KENT ADAIR	)	
	)	
VS.	)	NO. 94D 2660
	)	
KIMBERLY YVONNE ADAIR	)	

FINAL DECREE BOOK 9630 PG 908

This cause came on to be heard on the 18th day of January, 1995, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce, service of process having been made upon the defendant, statement of counsel, and testimony of the plaintiff in open Court, and the entire record in this cause, where it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties;

It is therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Rodney Kent Adair, is granted an absolute divorce from the defendant, Kimberly Yvonne Adair, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement, heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court and more particularly set out as follows, to wit:

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DAVIDSON COUNTY, TN.

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MARITAL DISSOLUTION AGREEMENT 9630:999

THIS AGREEMENT made and entered into this the 15 day of December, 1994, by and between KIMBERLY YVONNE ADAIR hereinafter referred to as "Wife", and RODNEY KENT ADAIR, hereinafter referred to as "Husband":

W I T N E S S E T H:

WHEREAS the parties have encountered marital difficulties which are apparently irreconcilable and hereby acknowledge that a divorce action is pending under the style of RODNEY KENT ADAIR vs. KIMBERLY YVONNE ADAIR, Docket No. 94D-2660, in the Fourth Circuit Court for Davidson County, Tennessee. Each of the parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. § 36-4-101;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. REAL PROPERTY: The Husband shall retain all right, title and interest in the parties homeplace located at 711 LeMont Driye, Davidson County, Tennessee, free and clear from the Wife, and the Husband shall be allowed exclusive possession of the homeplace. The Husband shall be responsible for the outstanding mortgage owing thereon holding the Wife harmless from the same. The Wife shall be awarded a lien on the property in the amount of $2000.00 which shall be paid from the proceeds of the sale of the home when it sells, or at the expiration of five years whichever occurs first.

2. PERSONAL PROPERTY: The parties have hereunto divided their personal property between themselves. All other furniture, furnishings, and personal effects presently in the possession of Wife shall be her sole and separate property. All other furniture, furnishings, and personal effects in the possession of Husband shall be his sole and separate property.

3. DEBTS: It is agreed that the Wife shall be responsible for the indebtedness owed to Associates VISA (Wife's name), Amoco, Home Depot, Penny's, Castner Knott, Dillards, NBC Mastercard, and NBC (car note), holding the husband harmless from the same. It is agreed that the Husband shall be responsible for indebtedness owed to Chemical Mortgage, Sears, Chase Visa, D.T. McCalls, Peebles, holding the Wife harmless from the same.

(a) The parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are not charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

4. BANK ACCOUNTS: It is agreed that the parties shall keep their respective checking accounts and/or savings accounts. Each party shall retain all right, title and interest in their respective retirement accounts, free and clear from the claim of the other.

5. AUTOMOBILES: Each party shall retain their respective vehicles now in their possession, and each shall be responsible for the indebtedness owned thereon, and each shall be responsible for the retention and payment of liability/collision insurance on their respective automobiles.

6. CUSTODY: The parties agree that they shall retain joint custody of the minor children. Each acknowledge his and her desire to protect the children from any adversities arising out of the parties' divorce. The children will reside with the Wife, subject to the conditions set forth hereinbelow, and the Husband, therefore, agrees to pay to the Wife, each month the sum of $445.00 per month directly to the wife for child support. Said child support shall be paid on the first day of each and every month. It is understood by the parties that this amount

substantially complies with the federal and local Child Support Guidelines and that said amount shall not be reduced or prorated without Orders of this Court.

The Husband shall be responsible for maintaining health insurance on the minor children, and the parties agree to split equally the uncovered medical expenses.

The Husband shall be entitled to have the child visit with him at any reasonable time as agreed between the parties. The father shall also have visitation which will take place as follows:

(1) The Husband shall have every weekend visitation with the minor children with the father picking the minor children up at the mother's residence at 6:00 p.m. on Friday and returning the children to the mother's home at 6:00 p.m. on Sunday. The parties agree to share the holidays with the mother to have the morning time and the father to have the afternoon time unless the mother's work schedule requires a modification. If such modification becomes necessary, the parties agree to work that out between themselves. The father shall have the children for summer visitation the first week of June, the first week of July, and the first week of August.

(2) The Husband shall have the right to telephone the minor children at reasonable times, providing it is before 8:00 p.m. in the evening.

(b) The parties' agreement is based on the acknowledgement that each desires to do what is in the best interest of the children. Therefore, both parties agree to act in good faith toward one another in the making of decisions on behalf of the children and to always consider the best interest of the children first without regard to the interest of each other.

(c) The parties agree that the Husband shall be entitled to the deduction for income tax purposes for both children for the years 1994, 1995, 1996, and 1997; thereafter, the parties agree to each have one of the children as a deuction and when the oldest reaches eighteen years of age, the parties will alternate the deuction of the remaini ng child each year. That the parties will sign the appropriate documents to effectuate this understanding.

(d) If either party moves out of State of Tennessee they will notify the other party in writing at least sixty (60) days in advance.

7. ATTORNEY'S FEES: Each party shall pay their own attorney's fees and the husband shall pay the court costs of this cause.

(a) In the instance that either party retains counsel to enforce the terms of this Agreement, and such effort results in a Court Order in which they are prevailing parties, then the non-prevailing party agrees to pay attorney's fees incurred by the prevailing party.

8. MISCELLANEOUS: The parties agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Fourth Circuit Court for Davidson County, Tennessee.

(a) The parties desire that this Agreement be incorporated as a part of any Final Decree of Divorce that may hereafter be entered in the Fourth Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

(b) It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

(c) It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into the Final Decree.

(d) It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of

any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Wife and Husband, or any property that either of them may acquire in the future.

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

(f) It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepre. entation, or for any reason not herein stated. The provisions of 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.

THIS AGREEMENT executed this the 14th day of December, 1994, as for the Husband, and on this the 15 day of DECEMBER, 1994, as for the Wife.

Kimberly Y. Adair
KIMBERLY YVONNE ADAIR

Rodney Kent Adair
RODNEY KENT ADAIR

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 KIMBERLY YVONNE ADAIR, with whom I am personally acquainted and who acknowledged to me that executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Goodlettsville Tennessee, this the 13 day of December, 1994.

Patricia B Erdrow
NOTARY PUBLIC

My Commission Expires: 1/27/96

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 RODNEY KENT ADAIR, with whom I am personally acquainted and who acknowledged to me that executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Goodlettsville Tennessee, this the 14th day of December, 199.

Patricia B Erdrow
NOTARY PUBLIC

My Commission Expires: 1/27/96

The Court further finds that the current address of the parties is as follows: Husband - 711 Lemont Drive, Nashville, Tennessee: Wife - 6500 Robertson Avenue, Nashville, Tennessee.

The Court further finds that unless specifically ordered by this Court, the amount of child support set herein shall not be reduced or prorated by either party.

It is finally **ORDERED, ADJUDGED** and **DECREED** that the costs of this cause are to be taxed against the husband, for which execution may issue, if necessary.

ENTERED this the 16th day of January, 1995.

JUDGE

APPROVED FOR ENTRY:

HAYNES, WALKER AND FREEMAN

By: Mark Walker
MARK WALKER
BPR #12288
Attorney for Plaintiff

140 North Main Street
P.O. Box 527
Goodlettsville, Tennessee 37072
(615) 859-1328

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree been forwarded to Ms. Kimberly Yvonne Adair, 6500 Robertson Avenue, Nashville, Tennessee, on this the 18 day of January, 1995.

By: Mark Walker
MARK WALKER

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 18 day of JANUARY , 19 95 , in the Case Number 94D2660 between ADAIR, RODNEY KENT Plaintiff, and ADAIR, KIMBERLY YVONNE Defendant, as same remains of record in Book 239A , Page 135 of the Minutes of said Court.

BOOK 9630 PG 916

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 29 day of MARCH in the year one thousand nine hundred and ninety-five and in the 219th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Karen Rook
Deputy Clerk