IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES MICHAEL CHASTAIN	)	
	)	
vs.	)	No. 95D-204
	)	
LISA ANNETTE CHASTAIN	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard upon the 15th day of May, 1995, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court, upon the Husband's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provision for the support and maintenance of the two (2) minor children of the parties and for the equitable settlement of any property rights between the parties.

It is ORDERED, ADJUDGED AND DECREED that the Husband, James Michael Chastain, should be and is hereby granted an absolute divorce from the Wife, Lisa Annette Chastain, upon the grounds of Irreconcilable Differences, and that he should be and is hereby restored to all of 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:

MARITAL DISSOLUTION AGREEMENT

WHEREAS, *James Michael Chastain*, hereinafter referred to as the "Husband", and *Lisa Annette Chastain*, hereinafter referred to as the "Wife", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for custody of the parties' two (2) minor children, and the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood by and between the parties that the Husband will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated § 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Wife, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Wife in this cause, for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and,

WHEREAS, there are two (2) minor children born of this marriage, namely, to wit, Justin York Chastain (d.o.b. 01-26-88) and Natalie Joy Chastain (d.o.b. 12-04-89); and,

WHEREAS, the parties own some real property located in Davidson County, Tennessee, but no other, and some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **NO INTERFERENCE**.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and

unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

2. **DIVORCE**.

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

3. **CUSTODY**.

It is agreed by and between the parties that they shall have joint legal custody of the two (2) minor children of the parties, and that the Husband shall be designated as the primary physical custodian.

4. **CHILD SUPPORT**.

The parties acknowledge that they both have an obligation to support their two (2) minor children. They further acknowledge that the Husband has a greater income and earning capacity than the Wife at this time, his average monthly gross income being $2,600.00 as a member of the Metro Police Department. The Wife earns approximately $1,200 per month gross wages as a result of her employment at Castner Knott Co. The parties acknowledge that if the Wife were to pay child support in accordance with the Guidelines, her child support obligation for two (2) children would be approximately $317.00 per month; however, because of the difference in the parties' incomes, they agree to deviate from the Guidelines so that child support shall be RESERVED at this time. The parties acknowledge that either party may petition the Court to set child support at any time.

The current addresses of the parties are as follows:

Note by pleasure for the Wife per telephone call 5-15-95 GMC

Wife	Husband
472 Bakertown Road Antioch, TN 37013	727 Tobylynn Drive Nashville, TN 37211

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 they each acknowledge 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.

5. HEALTH INSURANCE.

It is agreed by and between the parties that the Husband will maintain health insurance for the minor children of the parties, the cost of which will be paid by him. It is further agreed that the parties will each pay one-half (1/2) of all reasonable and necessary medical, dental, vision and mental health expenses for the minor children that are not covered by the health insurance.

6. VISITATION.

It is agreed by and between the parties that the Wife shall have visitation privileges with the minor children of the parties at all reasonable times and places.

7. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 1987 Ford Taurus automobile which she drives as her vehicle, free and clear of any interest or claim of the Husband. It is further agreed by and between the parties that the Husband shall have as his sole property the 1979 Ford Bronco, free and clear of any interest or claim of the Wife. The parties acknowledge that both vehicles are unencumbered.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that the Wife shall own as her sole property the following items, free and clear of any interest or claim of the Husband:

sectional couch
beige recliner
2 wooden rocking chairs
2 small wood tables
round table with covers
2 wood dressers
3 handmade quilts
big TV
small RCA TV
dining table with chairs
silver coffee pot
ice tea maker
electric mixer
bread machine
all cake pans
2 glass pans
2 cooking pans
electric frying pan
wok
white/pink china
dishes with house on them
and all kitchen
accessories to match
toaster
floral silverware
1/2 knives and utensils
8 "Aramis" glasses
1/2 coffee cups
black dolls & rabbit doll
grapevine basket & other
baskets, except large one
VCR player
kitchen clock
clear alarm clock
1 dark blue comforter
1 white/blue/green comforter
king size pillow & 3 cases
1/2 bath towels, hand towels
and washcloths
2 sets twin sheets & cases
2 sets full sheets & cases
large white lamp
2 blue lamps
2 small bedroom lamps
small glass & wood light
Noah's Ark sampler
kitchen samplers
kitchen pictures
copper pots
1/2 clothes baskets
1/2 plastic stocking baskets
items on kitchen shelf and
dining room bookcase
cake holder glass
cut glass pitcher & bowl
candle holder

1/2 plastic cups
white bathroom shelves
rugs
1/2 family pictures
1/2 dish towels & cloths
sewing machine
gas grill
hair dryer & curling iron
1/2 blankets
2 jewelry boxes
fine jewelry:
watches
small amethyst ring
large amethyst ring
topaz pendant w/chain
diamond/ruby ring
plain gold ring
wedding rings
amethyst bracelet
gold & silver necklaces
silver bracelet
diamond pendant
white shelf in
Natalie's room
patio door curtains
and sheers
2 blue balloon curtains
watchman
Wife's clothes, shoes,
purses & coats
Natalie's doll house
1 clear table (outdoor)
both twin beds with
blankets and Turtle &
Mermaid comforters
answering machine
salt & pepper shakers
2 gold mirrors
Christmas ornaments
1/2 hangers
wooden clothes rack
stun gun
1/2 children toys & clothes
perfumes, cosmetics, toiletries
all craft materials (paint
fabric, thread, etc.)
all costume jewelry
collections of oil lamps,
houses, blue dishes, &
blue mason jars
salad bowl set
cat & cat things
vacuum cleaner
dish rack
decorative wire baskets
2 telephones
white wicker stool & hamper
bathroom pictures, white
wicker shelf, floral & fish
shower curtains, green
balloon shade
lace curtain in LR
cassette player & tapes
walkman
toy box
Justin's table & chairs
swing
all big flowerpots

It is further agreed by and between the parties that all other household furniture, fixtures and appliances owned by the parties shall be and become the sole property of the Husband, free and clear of any interest or claim of the Wife.

c) Bank Accounts. It is agreed that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they have no joint bank accounts.

8. **REAL PROPERTY**.

The parties acknowledge that the marital residence located at 727 Tobylynn Drive, Nashville, Davidson County, TN 37211, was owned by the Husband prior to the marriage of the parties. At the time of the marriage of the parties in April 1986, the residence was valued at approximately $65,000.00; as of the execution of this Agreement, the value is approximately $67,500.00. The parties acknowledge that the total appreciation during the marriage is thus $2,500.00. In consideration of the Wife receiving most of the household goods as set out elsewhere herein, and the more valuable

vehicle owned by the parties, and in lieu of the Husband making any claim for reimbursement from the Wife for approximately $8,000.00 in credit card charges made by her and paid by him, the Wife agrees to relinquish any right, title or interest she might have in the appreciation in value of the residence. Any interest of the Wife in the said property shall be divested from her and reinvested in Husband, so that the Husband shall own this property free and clear of any right, title or interest of the Wife. The property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 158 as shown on the Plan of Huntington Park, Section Two, of record in Book 4175, page 108, said Register's Office.
>
> SAID Lot No. 158 fronts 86.60 feet on the southwesterly side of Tobylynn Drive and runs back between lines 142,000 feet on its northwesterly line and 132.75 feet on its southerly line, to a line in the rear on which it measures 90.40 feet.
>
> BEING the same property conveyed to James Michael Chastain by deed from Merry Lisa Chastain by deed of record in Book 6191, page 540, Register's Office for Davidson County, Tennessee.

It is further agreed by and between the parties that the Husband shall be solely responsible for the encumbrance on the aforesaid real property and that he shall indemnify and hold the Wife harmless thereon.

9. **RETIREMENT PLANS**.

The parties acknowledge that they have each acquired an interest in a retirement/pension/profit sharing plan as a result of their employment. It is agreed by and between the parties that each party shall relinquish any claim or interest that they might have in the retirement/pension/profit sharing plan of the other. It is agreed by and between the parties that the interest of one party in the retirement/pension/profit sharing plan of the other party shall be divested from him or her and reinvested in the other, so that each party shall own their retirement/pension/profit sharing plans as their sole property, free and clear of any interest or claim of the other.

10. **MARITAL DEBTS**.

It is agreed by and between the parties that the Wife shall be

solely responsible for the following debts: For Women Only ($29.99 per month), and Nashville Healthcare ($70.00). It is agreed by and between the parties that the Wife shall indemnify and hold the Husband harmless therefrom.

It is agreed by and between the parties that the Husband shall be solely responsible for any debts that he has acquired in his name and he shall indemnify and hold the Wife harmless thereon.

11. **ALIMONY**.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

12. **NO FURTHER ENCUMBRANCES**.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

13. **TAX DEDUCTION FOR CHILDREN**.

It is agreed by and between the parties that the Husband shall claim the two (2) minor children of the parties as dependents for federal income tax purposes, and the Wife agrees to execute any and all forms required by the Internal Revenue Service in order to enable the Husband to claim the said deduction.

14. **ATTORNEY FEES**.

It is agreed by and between the parties that the parties shall each pay their own attorney fees, if any, for representation in this matter.

15. **COURT COSTS**.

It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband.

16. **PERMANENT INJUNCTION**.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

17. **FURTHER NECESSARY ACTS**.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments

necessary to carry out the purposes and intents of this Agreement.

18. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights 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 law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, 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/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

19. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

20. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

21. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no

interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

22. **NO UNDUE INFLUENCE**.

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.

23. **SEVERABILITY**.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

24. **AFTER-ACQUIRED PROPERTY**.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

25. **ACCEPTANCE BY THE PARTIES**. With respect to each party's responsibility 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 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties, and each party acknowledging that they have the ability to pay the debts and obligations set forth herein. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

26. **TAX EXEMPT STATUS**. 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 represents a division of property by co-owners.

WITNESS OUR HANDS, this 13 day of JANUARY, 1995 as to the Wife, and this 13 day of January, 1995 as to the Husband.

James Michael Chastain
JAMES MICHAEL CHASTAIN

Lisa Annette Chastain
LISA ANNETTE CHASTAIN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, James Michael Chastain, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 13th day of January, 1995.

Sherri Kay Gilliam
NOTARY PUBLIC

My Commission Expires: 09-27-97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lisa Annette Chastain with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 13th day of JAN, 1995

Mary P. Frasier
NOTARY PUBLIC

My Commission Expires: 1-17-98

It is further ORDERED, ADJUDGED and DECREED that the child support shall not be reduced or prorated except upon further orders of this Court. The current addresses of the parties are as follows:

Wife	Husband
472 Bakertown Road Antioch, TN 37013	727 Tobylynn Drive Nashville, TN 37211

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause should be and are hereby taxed to the Husband, for which let execution issue, if necessary.

ENTER this 15th day of May, 1995.

JUDGE

APPROVED FOR ENTRY:

MARY ARLINE EVANS #12067
Attorney for Husband
214 Third Avenue North
Nashville, TN 37201
(615) 244-2070

CERTIFICATE OF SERVICE

I hereby certify that the foregoing has been served upon Lisa Annette Chastain, 472 Bakertown Road, Antioch, TN 37013, by United States mail, properly addressed and postage prepaid, this 15th day of May, 1995.

Mary Arline Evans

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IDENTIF. ↑ REFERENCE
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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

STATE OF TENNESSEE

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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 _15 day of _MAY , 19 _95 , in the Case Number _95D204 between _CHASTAIN, JAMES MICHAEL Plaintiff, and _CHASTAIN, LISA ANNETTE Defendant, as same remains of record in Book 243C , Page _2186 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 _26 day of _MAY in the year one thousand nine hundred and _ninety-five and in the _219th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _Jerry Campion_
Deputy Clerk

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