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FILED

AUG 12 1991

GEORGE L. ROOKER, Clerk
By D Deatherage Deputy

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

ARLENE WOODSON HUNTER)
)
VS.) NO. 90D-3845
)
JAMES HUNTER)

BOOK 9699 PG 908

0947 06/14 0101 CHECK 36.00

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on this the 12th day of August, 1991, before the Honorable James R. Everett, Jr., Judge of the Probate Court of Davidson County, Tennessee, upon the original petition for absolute divorce filed by the Wife, Arlene Woodson Hunter, Marital Dissolution Agreement entered into between the parties and submitted to the Court, testimony of the Wife heard in open Court, statement of counsel for the Wife, and from the entire record in this cause, from all of which the Court finds that the allegations of the Wife's complaint have been fully sustained by the proof, that is, that certain irreconcilable differences have arisen between the parties causing them to separate and live apart, and therefore, that the Wife is entitled to an absolute divorce.

IT IS, THEREFORE, ACCORDINGLY SO ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same hereby are, forever and perpetually dissolved, and that the Wife be, and is hereby, granted an absolute divorce of and from the Husband, and restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties have made adequate and sufficient provision by written agreement for the custody and support of the child, and for the equitable division of the property of the parties, and that same is a fair, just and equitable settlement. Said agreement is in words and figures as follows; to-wit:

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IDENTIF. ↑ REFERENCE

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FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

ARLENE WOODSON HUNTER	)	
	)	
Plaintiff	)	
	)	
vs.	)	No. 90D-3845
	)	
JAMES HUNTER	)	
	)	
Defendant	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between ARLENE WOODSON HUNTER (hereinafter referred to as "Wife") and JAMES HUNTER (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings against the Husband, same being Civil Action No. 90D-3845 in the Probate Court for Davidson 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, child support, support obligations and obligations for payment of debts, 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 effected with respect to all of their property and other matters of concern, subject to the Court's continued jurisdiction over child support issues.

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. The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable difference, and that both parties shall be restored to all the rights and privileges of an unmarried person.

2. The parties acknowledge that there is the following jointly owned real property:

A house and lot located at 4129 Home Haven Drive in Nashville, Tennessee. The parties stipulate that the property is encumbered by a first and second mortgage and that their current equity in the property is $25,000.00.

Wife will be awarded physical possession of the property until the parties' minor son's class graduation or until either party remarries, whichever occurs soonest. For purposes of this agreement, the parties stipulate that the son's class will graduate when the son is 19, not 18.

While Wife is in possession of the property, she will pay the first mortgage, including insurance and taxes and other escrow payments. She also agrees to maintain the property in good condition and repair. Should the property require repairs costing in excess of $200.00 to complete, the parties agree to consult and negotiate regarding payment of such repairs. While Wife is in possession, Husband agrees to pay the second mortgage on the property, which mortgage was incurred in joint names during the parties' marriage.

Should either party die before their minor child's class graduation, the property shall become that of the survivor. The parties agree that this marital dissolution agreement shall be referred to in the deed on the property and incorporated therein by reference and recorded. This clause becomes void upon the graduation of the minor son's class.

Should either party remarry before the minor son's graduation, the property is to be sold. If the property is not sold prior to the parties' minor son's graduating from high school, the property shall be sold upon said graduation. Both parties agree to cooperate respecting the sale of the property. Upon the sale of the property, Husband is to receive the lump sum of $12,500.00. Husband is hereby awarded a lien on the property in the amount of $12,500.00. This lien shall be deemed a support obligation under 11 U.S.C.§523(5), which is not dischargeable in bankruptcy as to the other party. In addition, Husband will remain on the deed on the property as a co-owner.

3. With regard to the personal property owned by the parties, the parties agree that the following items of property shall be awarded solely to the Husband with the Wife being divested in interest therein:

1. One bedroom suite, but not the minor son's bedroom suite
2. One T.V.
3. Two pillows
4. Husband's personal possessions
5. Some silverware, cookware, and plates
6. Such other property as mutually agreed upon between the parties

7. Husband's car

All other items not specifically awarded to the Husband herein shall become the sole and separate property of the Wife with the Husband being divested of any interest therein. Neither party will damage the property awarded to the other party prior to said property being removed from the marital residence.

4. Each party is awarded their own respective pension benefits.

5. Wife is awarded her 1990 Cadillac. She is to pay the note on the car, insurance on the car and maintenance on the car. She holds Husband harmless from any liability under the note for this vehicle.

6. Each party assumes their own debts which are not listed in this Agreement.

7. Each party shall pay their own 1991 income taxes and receive their own 1991 income tax refunds.

8. Each party shall pay his or her own attorney's fees, and the Wife shall pay the Court costs of this cause.

9. The parties have one minor child, Tison Lamar Hunter, born June 2, 1981. The parties agree to have joint legal custody of the child. Physical custody is vested in the Wife.

Wife will maintain health and hospitalization insurance on the child. Husband will maintain health and hospitalization insurance on the child. Medical bills not covered by such insurance will be divided among the parties equally so that each party will pay half of uncovered medical bills.

J.H. AWN

Husband will pay child support of $563.01 per month. This amount is in accordance with the Guidelines. He will pay this amount to Wife directly in two monthly installments corresponding to his pay days. Wife agrees to provide Husband receipts for said payments upon request.

The parties will not talk negatively of each other in the presence of the child.

Husband shall have visitation at any time mutually agreed upon by the parties.

Husband shall have visitation every other weekend, commencing on the first weekend after the divorce hearing in this cause, from Friday night at 6:00 P.M. until Sunday night at 6:00 P.M.

Husband will have visitation with the child on alternate holidays.

Holidays are as follows: New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. Wife will have the child on Mother's Day and Husband will have the child on Father's Day. In 1991 Husband shall have the child Labor Day. Holiday visitation, when in conflict with weekend visitation, shall govern and supersede weekend visitation. Each party will have the child on half of child's birthday. Husband also shall have two weeks of summer visitation with the child. The parties will cooperate on setting this visitation. If they cannot agree, Husband will have the last two weeks in June for his summer visitation.

Husband will maintain $30,000.00 in life insurance, with the child as beneficiary, until the child's class graduates from high school.

10. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C.§523(5) which is not dischargeable in bankruptcy as to the other party. This provision, however, does not apply to any deficiency on the parties' repossessed condominium. Any deficiency relative thereto is not a support obligation and is dischargeable in a bankruptcy.

In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, 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 such claim is made shall be entitled to recover from the responsible 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.

In the event it becomes reasonably 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.

It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Probate Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

It is understood and agreed 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 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 except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

The parties acknowledge that there are no 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 full disclosure to each other of all assets in which they have an interest.

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.

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

In the event 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.

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

implement the terms of this Agreement. BOOK 9699 PG 914

This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

Arlene Woodson Hunter
ARLENE WOODSON HUNTER

James Hunter
JAMES HUNTER

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for the aforesaid County and State, ARLENE WOODSON HUNTER, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 2nd day of August, 1991.

Irina R. Searpett.
NOTARY PUBLIC

My Comm. Expires: 9-25-93

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for the aforesaid County and State, JAMES HUNTER, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 7th day of August, 1991

Sarah C Fleming
NOTARY PUBLIC

My Comm. Expires: 1/23/93

IT IS, THEREFORE, FURTHER ORDERED, ADJUDGED, AND DECREED BY 0690 915 the Court that said written Marital Dissolution Agreement, be, and the same hereby is, confirmed, approved, and ratified by the Court and is made a part of this Decree for all purposes contained therein.

The address of the Wife is: Arlene Woodson Hunter, 4129 Home Haven Drive, Nashville, Tennessee 37218.

The address of the Husband is: James Hunter, 4129 Home Haven Drive, Nashville, Tennessee 37218.

ALL OF WHICH IS ACCORDINGLY SO ORDERED, ADJUDGED, AND DECREED by the Court, and the costs of this cause are assessed against the Wife, for which let execution issue if necessary.

ENTER this 12 day of Aug, 1991.

JUDGE

APPROVED FOR ENTRY:

MORRIS LEVINE (3494)
Attorney for Wife
1119 Stahlman Building
Nashville, Tennessee 37201
615/254-1616

CERTIFICATE OF SERVICE

I hereby certify that true and exact copy of the foregoing Final Decree of Divorce has been mailed to Ms. Irene R. Haude, Attorney for the Husband, to her office, 208 Cavalier Building, 95 White Bridge Road, Nashville, Tennessee 37205-1427, on this 12th day of August, 1991.

MORRIS LEVINE

116:035

BOOK 9699PG916

STATE OF TENNESSEE

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 _PROBATE Circuit Court for Davidson County, Tennessee, on the _12 day of _AUGUST , 19 _91 , in the Case Number _90D3845 between _HUNTER, ALRENE WOODSON Plaintiff, and _HUNTER, JAMES Defendant, as same remains of record in Book 630 , Page _572 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 _06 day of _JUNE in the year one thousand nine hundred and _ninety-five and in the _219th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _Terry Campion_____
Deputy Clerk

SEAL