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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

95 JUN 27 PM 4:22

JOYCE R. ALEXANDER,

Petitioner/Wife,

vs.

No: 94-D-2657

CHARLES L. ALEXANDER,

Respondent/Husband.

FINAL DECREE OF DIVORCE

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This cause came to be heard on the 27th day of June, 1995, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court in and for Davidson County, Tennessee, upon Complaint for Absolute Divorce filed by Joyce R. Alexander. It appears to the Court from testimony of complaint, statements of counsel and the entire record that the Husband has withdrawn his complaint, and parties have withdrawn their fault based grounds for divorce and entered into a signed notarized Marital Dissolution Agreement as provided for by T.C.A. § 36-4-103 and that the time prescribed by law has lapsed since the filing of the original Complaint, from all of which it is found that Wife is entitled to an absolute divorce from Husband on the ground of Irreconcilable Differences.

The Court further finds that the parties have made adequate and sufficient provisions by written agreement for an equitable settlement of any property rights between the parties. It appears to the Court that there is one minor child born of this marriage in with the parties shall have joint custody and the Wife have primary physical custody and primary decision making. The Court further finds that the parties residence shall be invested in the Husband. It is

THEREFORE ORDERED, ADJUDGED AND DECREED that Joyce R. Alexander should be and is hereby awarded an absolute divorce from Husband, Charles L. Alexander, on the ground of irreconcilable differences and restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. It is

FURTHER ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement be approved and ratified in full, and incorporated into this Final Decree as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into by and between the parties, **JOYCE ALEXANDER**, hereinafter referred to as "Wife", and **CHARLES ALEXANDER**, hereinafter referred to as "Husband", for the purpose of submission to the Court at the final hearing for absolute divorce upon Wife's Petition and upon approval of the Court to be incorporated into the Final Decree.

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WHEREAS, irreconcilable differences have arisen between the parties, rendering this marriage irrevocably broken; and

WHEREAS, there is presently pending or to be filed a Complaint for Absolute Divorce in the Fourth Circuit Court for Davidson County, Tennessee, styled **JOYCE ALEXANDER vs. CHARLES ALEXANDER,** Docket Number 94D-2657.

WHEREAS, in view of the parties' intention to live apart for the rest of their natural lives, the parties intend and it is the purpose of this agreement to provide for a just and equitable distribution of the parties' assets.

WHEREAS, all personal property belonging to the parties has been divided prior to the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereby made, they agree as follows:

1. **CONSIDERATION:** Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

2. **TRIAL:** Wife shall proceed to trial on the ground of Irreconcilable Differences and submit the Marital Dissolution Agreement herein for the consideration of the Court to be incorporated into the Final Decree of Divorce should the divorce be granted.

3. **PERSONAL PROPERTY:** Effective August 7, 1994, the parties have divided all personal property between themselves. All furniture, furnishings and personal possessions in the possession of the Wife at the time of the execution of this Agreement shall be the sole and separate property of the Wife, free and clear of all

claims of the Husband. All furniture, furnishings and personal possessions in the possession of the Husband at the time of the execution of this Agreement, shall be the sole and separate property of the Husband, free and clear of all claims of the Wife.

4. VEHICLES: Title to the 1988 Mercury Cougar XR7 shall be vested solely in the Wife, with the Wife assuming all financial responsibility to pay the remaining balance of all loans on said vehicle and contractual and other responsibilities to maintain or insure said vehicle, and the Wife shall hold the Husband harmless from any obligations thereon.

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Title to the 1986 Ford pickup truck and 1967 Chevrolet Chevelle shall be vested solely in the Husband, with the Husband assuming all financial responsibility to repay the remaining balance of all loans on said vehicle and all contractual and other responsibilities to maintain or insure said vehicle and the Husband shall hold the Wife harmless from any obligation thereupon. Each party shall keep and maintain the vehicle in his/her possession and the other party shall be divested of all title, interest and possession in name.

5. MARITAL RESIDENCE: The Wife shall be divested of any interest she may have in the marital residence at 1509 Pleasant Hill Road, Nashville, Tennessee 37214, of record in Book 8366, Page 984, Register's Office for Davidson County, Tennessee, inherited by the Husband. Further, the Wife shall be divested of any interest she may have in the Husband's mechanic business in Murfreesboro, Tennessee, currently in bankruptcy. The parties acknowledge that the Wife's interest in the marital residence may be minimal since it was inherited and separate property of the Husband, and there exists no net equity in the Husband's mechanic shop business which is in bankruptcy.

6. CUSTODY, SUPPORT AND VISITATION: The parties shall have joint custody of their minor child, Stephanie Sheree Alexander. The Wife shall have primary physical custody of the minor child and shall exercise primary decision making regarding the well-being of the minor child. The Husband shall have regular, reasonable visitation which shall be standard visitation as a minimum. The

parties acknowledge and agree the relationship between the parties and their minor child is strong, that they have and will exercise their best efforts on behalf of the minor child, and provide consistent love and care and do nothing to involve or entangle the minor child in the affairs of the parties.

The Husband shall pay directly to the Wife the sum of SIXTY-EIGHT AND 54/100 ($68.54) DOLLARS per week periodic child support for the minor child until the child graduates from high school, or is otherwise emancipated. Said support obligation is consistent with the Department of Human Services Guidelines for a gross income of FOUR HUNDRED AND 00/100 ($400.00) DOLLARS and shall not be reduced or pro-rated without leave of Court. In addition, Husband shall pay the tuition, for the continued attendance of the minor child at Ezell Harding School through her graduation therefrom. In addition, the Husband shall pay one-half (1/2) of the tuition, books, and housing expenses for college education for the minor child, not greater than the average tuition, books and housing expenses at a four (4) year Board of Regents state institution.

The above payments are intended to be support, have the effect of support, and are not unduly burdensome upon the Husband and are non-dischargeable in bankruptcy.

7. **LIFE AND MEDICAL INSURANCE:** The Husband shall keep a ONE HUNDRED THOUSAND AND 00/100 ($100,000.00) DOLLARS life insurance policy until Husband's child support obligation terminates. ~~It is intended that the life insurance proceeds replace necessary child support should the Husband die prior to the termination of his obligation to pay support.~~ THE CHILD SHALL BE THE BENEFICIARY AND THE WIFE LISTED AS TRUSTEE OF THE LIFE INSURANCE POLICY ON HUSBANDS LIFE. The Wife shall carry the minor child on her health insurance. The Husband shall reimburse the Wife for one-half (1/2) of all unreimbursed medical, dental, orthodontic or optometric expenses incurred on behalf of the minor child.

8. **NOTICE:** The Husband shall have the right to receive copies of the minor child's school records. Each party shall be notified immediately of any medical emergency involving the minor child.

9. **ALIMONY:** The Wife shall not receive alimony or other support payments. However, the payment of debt obligations agreed

to by Husband shall constitute support to the Wife, has the effect of support, is not unduly burdensome upon the Husband and shall not be discharged in bankruptcy.

10. **ACCEPTANCE OF THE PARTIES:** 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 therefore, 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.

In the event a creditor of either party seeks to compel the other party to pay any debt for which that parties 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 for the other part the amount of any payment he/she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

11. **ENFORCEMENT PROVISION:** 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.

Further, in the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney's fees, expenses and Court costs in the enforcement of same.

12. **VOLUNTARY ACCEPTANCE:** The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument free and voluntarily and without duress and coercion. The parties further agree that they have made adequate and sufficient provision by written agreement for an equitable distribution of the parties' assets.

13. **ESTATE WAIVER:** In consideration of this Agreement, the Husband and Wife hereby release one another, their heirs, executors, administrators, and assigns and their property and estate from any and all rights of any kind and character for past and future support, maintenance, homestead dower, or courtesy

rights or any statutory successors to such common law rights, any rights under the laws of inheritance, dissent and distribution, any claims to alimony or other support payments, pensions, and/or retirement funds, all rights to elect against the other's Will; and each party releases the other from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relations of the parties hereto except as expressly provided in this Agreement; and each party is forever barred from having or asserting any such right, claim, demands or obligations at any time hereafter for any purpose except that these parties may assert all rights that are given under this Agreement.

14. ADDITIONAL INSTRUMENTS: Within a reasonable time after the execution of this contract, each of the parties obligates himself or herself to sign all necessary deeds, bills of sale, and other such instruments in order to effectuate the total transfer of legal title in and to the various properties hereby being divided between the parties, as part of the consideration of the parties.

15. MODIFICATION AND/OR WAVIER: No modification or waiver of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature and this provision cannot be waived by oral agreement.

16. EFFECTIVENESS: This Agreement shall be governed by the laws of the State of Tennessee and becomes effective upon signing.

17. UNDERSTANDING OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representatives or warranties other than those expressly set forth herein.

18. DEBTS: The Husband agrees to pay the Visa debt in an amount not to exceed NINE HUNDRED AND 00/100 ($900.00) DOLLARS, Lowe's in an amount not to exceed SEVEN HUNDRED AND 00/100 ($700.00) DOLLARS, Sears in an amount not to exceed ONE THOUSAND THREE HUNDRED AND 00/100 ($1,300.00) and Union Planter's in an amount not to exceed FIVE THOUSAND EIGHT HUNDRED SIXTY AND 00/100 ($5,860.00) DOLLARS, and hold the Wife harmless thereon. The loan

balances set forth herein are as of the date of the parties separation. Husband further agrees to be solely responsible for and hold Wife harmless on any additional charge which may have been made by him on these accounts subsequent to the parties separation which would cause these account balances to increase.

The indebtedness owed to Union Planters Bank is secured by a Certificate of Deposit in the name of Wife in the original face amount of FIVE THOUSAND AND 00/100 ($5,000.00). Husband agrees to pay Wife the sum of FIVE THOUSAND AND 00/100 ($5,000.00) DOLLARS within 30 days of the entry of a Final Decree of Divorce incorporating the terms of this Marital Dissolution Agreement. In the event Husband fails to do so, Wife shall be granted judgment in the amount of FIVE THOUSAND AND 00/100 ($5,000.00) DOLLARS, and be entitled to issue execution thereon, without further Court proceedings. Execution shall be stayed; however, so long as Husband pays the sum of TWO HUNDRED AND 00/100 ($200.00) DOLLARS per month commencing on the 31st day after the entry of a Final Decree of Divorce incorporating the terms of this Marital Dissolution Agreement, and a like amount on the same date each succeeding month until the judgment is paid in full. Upon payment of the entire sum of FIVE THOUSAND AND 00/100 ($5,000.00) DOLLARS, all of Wife's right, title and interest in and to the Certificate of Deposit shall be divested out of her and vested solely in Husband.

Husband further agrees that the debt to Union Planters Bank is non-dischargeable in bankruptcy, that the Wife is in need of the funds which she would otherwise pay to Union Planters Bank for support and that the payment of the Union Planters Bank debt constitutes support to the Wife and has the effect of providing support and is not unduly burdensome to the Husband. Husband also agrees to pay any indebtedness of the marital residence, and any indebtedness owed on the mechanic shop business and hold Wife harmless thereon. The Wife shall be solely responsible for any other debts in her own name and hold the Husband harmless thereon. Any debts owed by Husband and paid by Husband shall constitute support to the Wife, have the effect of support and are

unburdensome to the Husband.

Each party agrees to be responsible for any indebtedness incurred in his/her own name, unless specifically provided for otherwise herein, and each agrees to hold the other party harmless from same.

Each party will be responsible for his/her debts incurred since the separation of the parties and hold the other party harmless from same. Further, the parties shall close out all joint checking accounts, savings accounts, and all joint credit accounts, Each party agrees to pay in full all credit card accounts listed in that party's name alone and shall hold the other party harmless from any liability thereon.

19. **ATTORNEY'S FEES:** Each party shall pay their own attorney's fees.

20. **COURT COSTS:** The costs of this cause shall be assessed against the Wife.

21. **LEGAL REPRESENTATION:** The Wife is being represented in this action by David B. Lyons and the Husband is being represented by Daniel C. Masten. Both parties have a complete understanding of its terms and provisions.

22. **SERVICE OF PROCESS:** Both parties waive service of process.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date below written.

June 21, 1995
DATE

Joyce Alexander
JOYCE ALEXANDER

June 13-95
DATE

Charles Alexander
CHARLES ALEXANDER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, **JOYCE ALEXANDER**, with whom I am personally acquainted, and made oath that the statements contained if the foregoing Marital Dissolution Agreement are true to the best of her knowledge, information and belief.

THIS the 21 day of June, 1995.

Davis B. Lyons
NOTARY PUBLIC

My Commission Expires: 9/27/97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, **CHARLES ALEXANDER**, with whom I am personally acquainted, and made oath that the statements contained if the foregoing Marital Dissolution Agreement are true to the best of his knowledge, information and belief.

THIS the 13th day of June, 1995.

Barbara M. Campbell
NOTARY PUBLIC

My Commission Expires: 11-22-97

BARBARA M. CAMPBELL
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

It is further

ORDERED, ADJUDGED, AND DECREED after a motion made by the Plaintiff to amend her petition, that the cover sheet of the petition be amended to reflect that the husband was born in Rutherford County, Tennessee, and the Final decree reflect that the minor child has resided at 1509 Pleasant Hill Road, Nashville, Tennessee, and 600 Jefferson Street, Mt. Juliet, Tennessee, for the past five years, to satisfy the requirements of T.C.A. § 36-6-210.

ENTERED this 27th day of June, 1995.

HONORABLE MURIEL ROBINSON
Judge of Fourth Circuit Court

APPROVED FOR ENTRY:

DAVID B. LYONS, No. 11046
Attorney for Wife
222 Second Avenue North
Washington Square Two, Suite 417
Nashville, Tennessee 37201
(615) 254-1471

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BPR# 3554

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent via United States Postal Service to Mr. Dan Masten, Attorney for Husband, 346 21st Avenue North, Nashville, TN 37203.

On this the 27th day of June, 1995.

DAVID B. LYONS

The parties addresses are:

CHARLES ALEXANDER
1509 Pleasant Hill Road
Nashville, TN 37214

JOYCE ALEXANDER
736 Holder Drive
Nashville, TN 37217

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 _27 day of _JUNE , 19 _95 , in the Case Number _94D2657 between _ALEXANDER, JOYCE R. Plaintiff, and _ALEXANDER, CHARLES L. Defendant, as same remains of record in Book 2458 , Page _1065 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 _14 day of _AUGUST in the year one thousand nine hundred and _ninety-five and in the _220th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

0089083
IDENTIF. ↑ REFERENCE

95 AUG 14 AM 11:06
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP