045-00-0-027.00

BOOK 9861 PG 579

I CERTIFY THIS TO BE A TRUE COPY
November 13, 1995
Dana Sanders C&M

IN THE CHANCERY COURT FOR CHEATHAM COUNTY, TENNESSEE

AT ASHLAND CITY

DEBORAH MICHELLE RAGSDALE]
Plaintiff]

VS.] NO. 8369

JAMES MICHAEL RAGSDALE]
Defendant]

FILED: 11-9-95 AT 12:30 pm
Dana Sanders CLERK & MASTER

ENTERED MINUTE BOOK A-6
PAGE 354, 11-9 1995

DIVORCE DECREE

This cause came on to be heard on this the 9th day of November, 1995, before the Honorable Allen W. Wallace, Chancellor, upon the Complaint for Absolute Divorce heretofore filed by the plaintiff, Deborah Michelle Ragsdale, the written Marital Dissolution Agreement heretofore entered into by and between the parties which is sworn to, the oral testimony of the plaintiff in open court, statement of counsel, and the entire record in this cause, from all which it appeared to the satisfaction of the Court that the allegations contained in the plaintiff's Complaint have been fully sustained by the proof; that is, that there are irreconcilable differences between the parties, and that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the minor children of the parties of this marriage and for the equitable settlement of any and all property rights by and between the parties.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the bonds of matrimony heretofore existing between the parties be and are hereby forever and perpetually dissolved, and the plaintiff, Deborah Michelle Ragsdale, is hereby awarded an absolute divorce from the defendant, James Michael Ragsdale, and restored to all the rights and privileges of an unmarried person. The Court further finds that the address of the plaintiff, Deborah Michelle Ragsdale, is 115 Castletop Drive, Ashland City, Tennessee 37015, Social Security Number [redacted]8545; and that the address of the defendant, James Michael Ragsdale, is 115 Castletop Drive, Ashland City, Tennessee 37015, Social Security Number [redacted]0109.

It is further ORDERED and DECREED by the Court that the Marital Dissolution Agreement by and between the parties be and is in all things approved as follows:

IN THE CHANCERY COURT FOR CHEATHAM COUNTY, TENNESSEE

AT ASHLAND CITY

DEBORAH MICHELLE RAGSDALE]

Plaintiff]

VS.] NO. 8369

JAMES MICHAEL RAGSDALE]

Defendant]

MARITAL DISSOLUTION AGREEMENT

WHEREAS, **DEBORAH MICHELLE RAGSDALE**, hereinafter called Wife, and **JAMES MICHAEL RAGSDALE**, hereinafter called Husband, are married, but have experienced marital difficulties; and

WHEREAS, there is pending in the Chancery Court for Cheatham County, Tennessee, a Complaint for Absolute Divorce filed by the Wife against the Husband; and

WHEREAS, the parties desire to enter into an agreement with respect to their minor children and property, subject, however, to the approval of the Court, which agreement, upon the approval of the Court, would become a part of any final order entered in said cause:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the Wife and Husband agree and covenant as follows:

1. **THE PARTIES INFORMED.** Each of the parties to this Agreement is represented by his or her respective counsel or has been advised of his or her right to be represented by independent counsel and the parties are fully and completely informed of the financial and personal status of the other. Each party has given full and mature thought to the making of this Agreement and all the obligations herein and each party understands that the agreements and obligations assumed by the other are assumed to the express understanding and agreement that they are in full satisfaction of all obligations which each of the said parties now has or might hereafter or otherwise have for the other.

2. **CHILD CUSTODY.** The parties will share the joint custody of the minor children of the parties, to-wit: Gabriel Bayley

Ragsdale and Jameson Hunter Ragsdale, with the children to live primarily with Wife.

3. **VISITATION.** Husband will have liberal visitation privileges with the minor children of the parties.

4. **CHILD SUPPORT.** Wife and Husband hereby waive a wage assignment. Husband will pay directly to Wife the amount of $400.00 per month as child support. Husband will supply verification of his total income on an annual basis with child support being adjusted according to the child support guidelines. This amount is within the child support guidelines adopted by this State. The parties affirmatively acknowledge that no action by them will be effective to reduce child support after the due date of each payment, and 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. **HOSPITALIZATION AND MEDICAL INSURANCE.** Wife will maintain hospitalization and medical insurance on the minor children of the parties; and any medical expenses of any nature, including medical, dental, or optical, not covered by insurance will be equally divided between Wife and Husband.

6. **COLLEGE EXPENSES.** In the event the minor children of the parties desire to attend college, then Wife and Husband will be equally responsible for the maintenance fees, tuition, books, and board for any child so wishing to attend college, said amount to be determined by the in-state charges at the University of Tennessee, and will continue for a period of five years from the time that each child graduates from high school, provided said child makes satisfactory passing grades in college.

7. **HOUSEHOLD FURNISHINGS.** Wife and Husband hereby agree to equitably divide the household furnishings of the parties.

8. **REAL ESTATE.** Wife will own all right, title, claim, and interest in and to the house and one acre located at 115 Castletop Drive, Ashland City, Tennessee, to be her property absolutely, subject to the debt to Bancoklahoma, for which she will hold Husband harmless.

Wife will own all right, title, claim, and interest in and to seventeen acres of unimproved land adjoining the house, to be her property absolutely.

9. **VEHICLES.** Wife will own all right, title, claim, and interest in and to the 1988 Chevrolet Spectrum VI automobile, vehicle identification number J81RG5170J7511448, and the 1984 Mazda B-2000 pickup truck, vehicle identification number JM2UC2210EO818714, both to be her property absolutely.

Husband will own all right, title, claim, and interest in and to the 1988 Toyota 4 Runner vehicle, vehicle identification number JT3VN66W8J0022694, to be his property absolutely.

10. **BANK ACCOUNTS.** The joint checking and savings accounts at First American National Bank will be equally divided between the parties.

The bank accounts in the children's names will be maintained and funded by Wife. Both Wife and Husband will have access to the balances in these accounts. $10.00 per month of the child support paid will be funded to these accounts on behalf of the children.

11. **RETIREMENT ACCOUNTS.** Husband will own all right, title, claim, and interest in and to the 401K plan and any other retirement benefits through his employer, to be his property absolutely.

Wife will own all right, title, claim, and interest in and to her retirement plan and employee benefits through Vanderbilt University Medical Center, to be her property absolutely.

12. **DEBTS.** Wife will be responsible for the debts to Baptist Hospital, Anesthesiology Associates, and Dr. Maxwell, and will hold Husband harmless on said debts.

Husband will be responsible for the debt to Cumberland Institute, and will hold Wife harmless on said debt.

13. **LIFE INSURANCE.** Each of the parties will maintain life insurance policies through Jefferson Pilot in the amount of $100,000.00, and each will pay the premiums for the policy on his or her life.

14. ATTORNEY'S FEES AND COURT COSTS. Wife and Husband will equally divide the attorney fee of Wm. G. Wilkinson and the court costs of this cause.

15. WAIVER OF SERVICE OF PROCESS. By the signing of this agreement, Husband hereby waives service of process in this cause.

In consideration of this agreement, Wife and Husband hereby release one another, their heirs, executors, administrators and assigns, and their property and estate, from any and all rights of every kind and character for past and future support and maintenance, homestead rights, dower rights, curtesy, inheritance, dissent, distribution, alimony, rights of election against the other's will, and from all other rights, claims, demands and obligations of every kind and character, arising out of or by virtue of the marital relation of the parties, except as expressly provided for in this agreement, and each party is forever barred from having or asserting any such right, claim, demand or obligation at any time hereafter for any purpose except that the parties may assert all right that is given under this agreement.

This agreement shall be exhibited to the Court at the final hearing of this cause, and shall be incorporated in the decree of the Court in said case.

This agreement shall be effective when and to the extent it is approved by the Court.

This 4th day of August, 1995, as to the Wife; and this 4th day of August, 1995, as to the Husband.

Deborah Michelle Ragsdale
DEBORAH MICHELLE RAGSDALE

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Sworn to and subscribed before me,
this 4th day of August, 1995.

Notary Public

My Commission Expires: 4-30-96

James Michael Ragsdale
JAMES MICHAEL RAGSDALE

STATE OF TENNESSEE
COUNTY OF Cheatham

Sworn to and subscribed before me,
this 4th day of August, 1995.

Notary Public

My Commission Expires: 4/30/96

It is further ORDERED and DECREED by the Court that the above Marital Dissolution Agreement is within the guidelines for child support set forth by this Court, and that paying child support directly without a wage assignment is in the best interests of the minor children of the parties.

It is further ORDERED and DECREED by the Court that all right, title and interest the defendant, James Michael Ragsdale, may have in the following described real property be and is hereby divested out of him and vested in the plaintiff, Deborah Michelle Ragsdale, more particularly described as follows:

TRACT 1: Land in Cheatham County, Tennessee, **BEGINNING** at a point in the center of Little Marrowbone Creek, thence 272 feet to a point as shown on a survey by Young, Weakley and Weakley dated October 12, 1987; thence South 59 degrees 20 minutes 08 seconds West 120 feet to a point; thence North 30 degrees 39 minutes 52 seconds West 363 feet to a point; thence North 59 degrees 20 minutes 08 seconds East 120 feet to a point; thence South 30 degrees 39 minutes 52 seconds East 363 feet to a point; thence 272 feet to the point of beginning, **containing 1.00 acre, more or less.**

BEING part of the same property conveyed to Dennis W. Castle and wife, Deborah A. Castle, and James Michael Ragsdale and wife, Deborah C. Ragsdale, by deed from Louis H. Sadler and wife, Jacqueline J. Sadler, of record in Book 229, page 232, Register's Office for Cheatham County, Tennessee. By quitclaim deed of record in Book 263, page 832, said Register's Office, Dennis W. Castle and wife, Deborah A. Castle, and James Michael Ragsdale and wife, Deborah C. Ragsdale conveyed said property to James Michael Ragsdale and wife, Deborah C. Ragsdale.

Together with a fifteen foot perpetual easement for ingress and egress from the above described property to Little Marrowbone Road as shown on the survey completed by Young, Weakley and Weakley dated October 12, 1987.

TRACT 2: Land lying partially in Davidson County and in the 1st Civil District of Cheatham County, Tennessee, **BEGINNING** at a point in the center of Marrowbone Creek and a hollow, also Freudeman's corner; thence, with Freudeman's line as follows: South 34 degrees 42 minutes East 787.8 feet; South 47 degrees East 330 feet to an iron pin; thence South 75 degrees East 68 feet to an iron pin; thence South 32 degrees 30 minutes East 168 feet to an iron pin; thence South 17 degrees East 642.2 feet to an iron pin; thence South 57 degrees East 200 feet to the center of a drain; thence South 0 degrees 59 minutes East 927.6 feet to an iron pin; thence South 66 degrees East 142.3 feet to an iron pin; thence South 27 degrees 30 minutes West 354.8 feet to an iron pin, same being the corner of a tract conveyed to Charles O. Boyd; thence, with the east line of said Boyd tract, North 29 degrees 31 minutes West 3237.2 feet to a point in Marrowbone Creek; thence, with said Creek, North 60 degrees East 475.5 feet to the point of beginning, **containing 37.98 acres, more or less.**

BEING the same property conveyed to Dennis W. Castle and wife, Deborah A. Castle, and James Michael Ragsdale and wife, Deborah C. Ragsdale, by deed from Lewis H. Sadler and wife, Jacqueline J. Sadler, of record in Book 229, page 232, Register's Office for Cheatham County, Tennessee, and Book 6339, page 369, Register's Office for Davidson County, Tennessee.

This deed is being re-recorded to correct the property address

This conveyance is **SUBJECT** to a 15 foot easement for ingress and egress conveyed to Charles O. Boyd, of record in Book 126, page 446, Register's Office for Cheatham County, Tennessee.

This conveyance **INCLUDES** an easement from Paul E. Freudeman and wife, together with all the conditions and recitals therein, of record in Deed Book 128, page 11, Register's Office for Cheatham County, Tennessee.

It is further ORDERED and DECREED by the Court that the plaintiff and defendant will equally divide the costs of this cause, for which let execution issue, if necessary.

ENTER this 4th day of November, 1995.

APPROVED FOR ENTRY:

Wm. G. Wilk

WM. G. WILKINSON #3501
Attorney for Plaintiff

ENTER:

CHANCELLOR

CERTIFICATE

I hereby certify that I have mailed a copy of the foregoing Divorce Decree to the defendant, James Michael Ragsdale, at his last known address, the same being 115 Castletop Drive, Ashland City, TN 37015.

This 7th day of November, 1995.

Wm. G. Wilk

WM. G. WILKINSON

CHEATHAM COUNTY, STATE OF TENNESSEE
Office of Register, 11-14 1995
I, Dot Dowlen, Register of said county, do certify that the foregoing instrument and certificate are registered in said office. In Book No. 381 Page No. 283
and that they were received 11-14 1995
at 8:00 O'clock A M and entered in Note Book P Page 173 Receipt No 23530
Dot Dowlen Register

9153 11/16 0101 03CHECK
32.00

MAIL ENV.

95 NOV 16 AM 10:40
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

0123682
IDENTIFICATION REFERENCE