BOOK 9887 PG 19

207B/1102

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUL 13 1992

GEORGE L. ROBERTS, CLERK

P. Eddings D.C.

CHARLES KING SCOVILLE
166 DEERCREST CIRCLE
FRANKLIN, TN 37064

Plaintiff

vs

Docket #91D1970

REBECCA ROBERTS SCOVILLE
121 TAGGART RD.
NASHVILLE, TN 37205

Defendant

DEC 11 1995

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 13th. day of July, 1992, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Husband, the Marital Dissolution Agreement filed herein, the testimony in open court, and upon the entire record in this cause. From all of which the Court finds that this cause has been filed for more than ninety (90) days as required by law, and that the parties have suffered irreconcilable differences as defined by TCA 36-4-101(11).

The Court further affirmatively finds that the written Marital Dissolution Agreement submitted by the parties does make adequate and sufficient provision for the custody and maintenance of the minor children of the marriage and for the equitable settlement of all property rights. Therefore, the Marital Dissolution Agreement is hereby approved and made a part of this Order as follows:

FILED
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GEORGE C. ROCKER, C.

MARITAL DISSOLUTION AGREEMENT

This agreement is made between Charles King Scoville, hereinafter called Husband, and Rebecca Roberts Scoville, hereinafter called Wife.

Whereas, the parties were married on December 27, 1968 at Nashville, Tennessee and there are three minor children born of the marriage, namely Meredith Lynn Scoville, born June 4, 1975, Rebecca Elizabeth Scoville, born August 8, 1978, and David William Scoville, born October 23, 1984, and no further children are contemplated; and,

Whereas, the parties have experienced continued differences and difficulties in their marriage, as a result of which the Husband has filed a divorce action in the Probate Court for Davidson County, Tennessee alleging irreconcilable differences as grounds; and,

Whereas, the parties have no reason to believe they will reconcile but believe that irreconcilable differences continue to exist; and,

Whereas, the parties desire to enter into a written agreement which makes adequate and sufficient provision for the custody and maintenance of their minor children, and for the equitable settlement of any property rights between them, and the parties desire to avoid unnecessary conflict for themselves and for the minor children by proceeding with an uncontested divorce.

IT IS THEREFORE AGREED:

1. Consideration. The consideration for this agreement is the mutual promises and agreements set forth below, as well as the intention to be bound thereby.

2. Mutual Restraint. Each party shall be free from interference, authority and control by the other party. Neither party shall embarrass, harass, molest, or interfere with the other at home, at any place of employment, or in any manner. Neither party shall compel or require the other to cohabit or dwell together.

3. Custody. Wife shall have the custody, care and control of the three minor children subject to the reasonable visitation rights of Husband. Husband is not the father of Wife's minor child, Emily Grace Scoville, born April 14, 1991. Husband shall have no parental rights or responsibilities with respect to Emily Grace Scoville, waives all rights to custody and visitation with respect to that child, and has no duty of support with respect to that child.

4. Visitation. Husband shall have reasonable visitation with the minor children, including the following specific times:

a. Alternate weekends, from Friday at 6:00 pm until Sunday at 6:00 pm, beginning on the first friday following the signing of this agreement.

b. Alternate major holidays of Memorial Day, Independence Day, and Labor Day, beginning with the first holiday following the signing of this agreement; and each year, the friday after Thanksgiving Day, Christmas Eve, and one week during Christmas break, alternating the week before and the week after Christmas Day.

The parties shall cooperate with each other to make visitation work for the benefit of the minor children. The parties will keep one another informed at all times of the location of the minor children. Each party shall keep the other informed of his or her residence address and telephone number and will promptly notify the other of any change in address or telephone number.

The present address of Husband is 166 Deercrest Circle, Franklin, TN 37064. The present address of Wife is 121 Taggart Rd., Nashville, TN 37205.

5. Child support. Husband shall pay to Wife as child support for the three minor children the sum of $1,185.00 per month, payable $592.50 on the first day of each month and $592.50 on the fifteenth day of each month, beginning on the first day of the month following the signing of this agreement. Child support payments shall be made direct to the Wife. This amount of child support complies with the state child support guidelines. Unless

specifically ordered by the court, such support shall not be reduced or prorated.

No action by the parties shall be effective to reduce child support after the due date of each payment. Court approval must be obtained before child support can be reduced, unless child support payments are automatically reduced or terminated under the terms of this agreement.

Husband shall provide medical and dental insurance coverage on the three minor children. The parties shall each pay one-half of all medical and dental expenses not paid by insurance. Husband shall obtain and maintain life insurance on his life in an amount not less than $25,000 and shall designate the minor children as beneficiaries.

6. Private schools. The three minor children are currently enrolled in private school. Husband shall pay all tuition, books and other private school fees for the minor children. If Husband determines that private school is no longer appropriate or Husband is unable to pay private school expenses for one or more of the minor children, he shall notify Wife and the minor children, as necessary, shall be enrolled in public school for the following school term.

7. Alimony. Husband shall pay to Wife as lump sum alimony the sum of $50,400.00 payable $700.00 per month for six years, payable $350.00 on the first day of each month and $350.00 on the fifteenth day of each month, beginning of the first day of the month after the signing of this agreement.

8. Personal Property Division. The parties have equitably divided their personal property. Wife shall have as her separate property all furniture, furnishings, and personal effects presently in her possession. Wife shall have as her separate property the remaining balance in her separate bank accounts. Husband shall have as his separate property all furniture, furnishings and personal effects presently in his possession. Husband shall have as his separate property the remaining balance in his separate bank accounts and his Tennessee Association of

Realtors Profit Sharing Plan account.

9. Automobiles. Husband shall have as his separate property all right, title and interest of the parties in the 1987 Dodge Lancer owned by the parties. Wife shall execute any documents necessary to transfer title to Husband.

10. Real Property. Wife shall have the exclusive use and possession of the marital home located at 121 Taggart Avenue, Nashville, Tennessee 37205 until the Husband's obligation for child support terminates, Wife cohabits or remarries, or Wife elects to make her home elsewhere. The marital home is more particularly described in Deed Book 5773, page 342, of the Register of Deeds office, Davidson County, Tennessee as follows:

> BEING Lot 15 of Block "E" on the Second Revised Plan of Highlands of Belle Meade, No. 2, of record in Book 1130, Page 72, Registers Office for said County.
>
> Said Lot No. 15 fronts 100 feet on the southerly side of Taggart Avenue and runs back between parallel lines 200 feet to a dead line.

During her occupancy of the marital home, Wife shall pay the mortgage payments to First Tennessee Bank and AmSouth Bank, and Wife shall be responsible for all regular maintenance of the marital home, including fixtures and appliances. The parties shall each pay one-half of any major repairs to the marital home not covered by insurance; provided, however, Wife shall maintain replacement value property and casualty insurance with deductibles not greater than the deductibles existing in the insurance coverage maintained by the parties at the time of their separation in February 1991; and, provided further that Husband shall not be responsible for major repairs caused by Wife's neglect or lack of proper maintenance.

Upon the termination of Wife's exclusive use and possession of the marital home, the marital home shall be sold at a price agreed upon by the parties and the net proceeds, after payment of the debts owed to First Tennessee Bank and AmSouth Bank and all closing costs, shall be divided between the parties in the following manner: Husband shall receive $12,500.00; Husband's father, Addison B. Scoville, Jr., or his heirs, shall receive

$10,000.00, as repayment of a loan to the parties; and, Wife shall receive the remainder of the net proceeds.

11. Debts. Husband shall pay the joint debts of the parties owed to First Bank Mastercard, Southeast Bank Mastercard, American Express Optima, and Dr. Roy O. Elam, Jr., as well as his separate debts. Husband shall indemnify and hold Wife harmless on those debts.

Wife shall pay the joint debts of the parties owed to First Tennessee Bank, AmSouth Bank, NBC Visa, Discover, Centennial Medical Center, Gatwick Medical Company, Middle Tennessee Anesthesiology, and Dr. Janet Dittus, as well as her separate debts, provided that, upon the sale of the marital home, the debts owed to First Tennessee Bank and Amsouth Bank shall be paid from the gross sale proceeds. Wife shall indemnify and hold Husband harmless on those debts.

With respect to each party's responsibility to pay the foregoing joint debts, and the obligation to indemnify and hold harmless the other party, the payment of those joint debts are maintenance and support obligations and may not be discharged by the obligated party in bankruptcy under 11 USC 523(a)(5).

12. Attorneys fees. As additional support to Wife, Husband shall pay Wife's attorneys fees in the sum of $700.00, payable $100.00 per month beginning on the first day of the month after the signing of this agreement. Each party shall pay the remainder of his or her own attorneys fees.

13. Court costs. Any court costs incurred as a result of an action for divorce shall be paid by the Husband.

14. Divorce decree. The parties desire that this Agreement be incorporated in any final decree of divorce that may be entered in any court having appropriate jurisdiction of the parties. The parties agree that this Agreement shall be submitted to the court for its ratification and approval.

15. Enforcement. If it becomes necessary for either party to bring a court action to assist in the enforcement of this Agreement, and the court finds that one of the parties violated

the terms of this agreement, any order to enforce compliance with the terms of this agreement shall include the assessment of court costs and attorneys fees against the violating party.

16. Entire agreement. This agreement is the entire understanding and agreement of the parties, superseding any prior written and oral agreements between them. The parties have made no representations or warranties other than those expressed in this Agreement.

17. Voluntary and binding. This Agreement is entered into without any undue influence, fraud, coercion or misrepresentation. Each party acknowledges that he or she has read this Agreement, that it is fair and equitable, and that it is entered into voluntarily. Each party agrees to abide by the provisions of this agreement and to be bound thereby.

18. Applicable law. This agreement shall be construed and governed by the laws of the State of Tennessee.

19. Modification. This agreement is intended to be incorporated into a court order for divorce. Any modification of this Agreement before the divorce decree is entered shall be in writing, signed by both parties, and filed with the court before the final hearing of divorce. Any modification of this Agreement after the final divorce decree is entered shall also be made in writing, signed by both parties, and filed with the court in which the divorce decree is entered.

WITNESS our hands and seals on the dates written below.

Charles King Scoville

Charles King Scoville

Date: 6-29-92

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 29th day of June, 1992.

Notary Public
My commission expires: _____

My Commission Expires SEPT. 13, 1995

Rebecca Roberts Scoville

Rebecca Roberts Scoville

Date: 6-26-92

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 26th day of June, 1992.

Carlinda D. Moore

Notary Public
My commission expires: 9/16/93

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore existing between the parties be, and the same hereby are, forever and perpetually dissolved, that the Husband be and is hereby awarded an absolute divorce from the Wife, and that the parties are restored to all of the rights and privileges of unmarried persons;

2. That the Marital Dissolution Agreement submitted by the parties should be, and the same hereby is, adopted and incorporated into this Final Decree as fully set out herein;

3. That the costs of this cause are taxed to the Husband, for which execution may issue if necessary.

ENTERED this the 13th day of July, 1992.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

LOUISE R. FONTECCHIO (#4065)
Smith, Farrar, Beasley and Creamer
Attorney for Husband
161 Belle Forest Circle
Nashville, TN 37221
(615) 662-2630

Certificate of Service

I certify that a true and exact copy of the foregoing Final Decree was mailed to J. Randall Hooper, 222 2nd Ave., N. Nashville, TN 37201.

This the 13th day of July, 1992.

Louise R. Fontecchio

0131557
IDENTIFICATION REFERENCE

95 DEC 13 AM 9:38
KELLY J. THOMAS, JR. REGISTER
DAVIDSON COUNTY, TN.

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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 FOURTH Circuit Court for Davidson County, Tennessee, on the 13 day of JULY, 19 92, in the Case Number 91D1920 between SLOVILLE, CHARLES KING Plaintiff, and SLOVILLE, REBECCA ROBERTS Defendant, as same remains of record in Book 2078, Page 1102 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 08 day of DECEMBER in the year one thousand nine hundred and ninety-five and in the 220th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campbell
Deputy Clerk