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RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AVIS B. ADKINS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No. 93D-2934**
	)	
MICHAEL ALONZO ADKINS,	)	
	)	
Defendant.	)	

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FINAL DECREE

This cause came to be heard on August 28, 1995, before the Honorable Muriel Robinson, Judge, upon the plaintiff's Complaint for Divorce, upon the written and notarized Marital Dissolution Agreement executed by the parties, the testimony of the plaintiff, statement of counsel, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce and provided for by T.C.A. § 36-4-101(11); that the complaint was filed on August 10, 1993; that the defendant was personally served with process; that the plaintiff should have an absolute divorce from the defendant and be restored to all the rights and privileges of an unmarried person; that the written marital dissolution agreement heretofore entered into between the parties provides adequate and sufficient provision for the equitable settlement of any property rights between them and it should be approved and made a part of this judgment.

IT IS THEREFORE ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the plaintiff, Avis B. Adkins, and the defendant, Michael Alonzo Adkins, be and the same are hereby, forever and perpetually dissolved and for nothing held; and that the plaintiff, Avis B. Adkins, be and is hereby granted an absolute divorce from the defendant, Michael Alonzo Adkins, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED AND ADJUDGED by the Court that the marital dissolution agreement entered into between the parties be and the same is hereby approved, which agreement is incorporated herein by reference, and which is as follows:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AVIS B. ADKINS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**No. 93D-2934**
	)	
MICHAEL ALONZO ADKINS,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into at Nashville, Tennessee, on this the 15th day of August, 1995, by and between **MICHAEL ALONZO ADKINS** hereinafter referred to as "Husband", and **AVIS B. ADKINS** hereinafter referred to as "Wife":

WITNESSETH:

THAT WHEREAS, the parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE:** The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. The Marital Dissolution Agreement shall be submitted to the Court for approval, and if approved, be made part of the Court's Final Decree.

2. **VENUE AND SERVICE OF PROCESS:** Each of the parties hereby acknowledge that a divorce action is pending under the above-style docket and docket number 93D-2934 in the Fourth Circuit Court for Davidson County, Tennessee. Wife waives further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Husband is represented by Philip E. Smith and that the Wife is represented by Kathleen Morris.

3. **ALIMONY:** The parties agree that neither party shall be

entitled to alimony in this cause of action.

4. **PERSONAL PROPERTY:** Except as specifically provided herein the parties have already divided the personal property among themselves and the property in the possession of that respective party at this time will become the sole and separate propety of said party, free and clear from any claim of the other party. Said other party being divested of all right, title, and interest contained in the personal property.

5. **CHILD CUSTODY:** The parties agree that the Wife shall have and retain sole custody of the parties' minor children. The Husband will be allowed visitation with the minor children on every other weekend from Friday at 6:00 p.m. through Sunday at 6:00 p.m.; on alternate major holidays which includes Easter, July 4th, Labor Day, and Thanksgiving. The parties further agree that the Husband shall be allowed one week visitation at Christmas beginning on noon on Christmas Day until January 1st at noon. The Husband shall have the entire month of July each summer as visitation with the minor children. Further, the parties agree that the Husband shall be entitled to such other reasonable and liberal visitation as the parties can mutually agree.

6. **CHILD SUPPORT:** The parties agree that the Husband shall pay child support directly to the Wife in the amount of Three Hundred Forty-Five Dollars ($345.00) per month with payments of One Hundred Seventy-Two Dollars and Fifty Cents ($172.50) on both the 8th and the 23rd of each month. This amount represents forty-five percent (45%) of the Husband's present net income and is in compliance with the Tennessee Child Support Guildelines. The parties acknowledge that no action will be effective to reduce child support after the due date of each payment. Further, the parties understand and affirm that child support cannot be reduced, prorated, or terminated except by Court order. Further, the support obligation shall continue for each minor child until that minor child reaches the age of eighteen years or graduates from high school or is otherwise emancipated, whichever occurs ~~first~~ last.

Further, the Husband agrees to carry all medical insurance on the parties' minor children during their minority and that all

costs not covered by insurance shall be split equally between the parties.

7. **DEBTS AND OBLIGATIONS:**

(A) It is agreed the Wife shall pay and continue to pay the following debts that were made during the marriage and shall hold the Husband harmless on any and all such debts;

1. Sears;
2. TRW;
3. ITT Financial;
4. H.H. Gregg;
5. One half of the total of all medical bills for the children that existed at the time of separation or that have been incurred since the separation;
6. Any and all debts in the name of Avis Adkins alone (except for the accounts related to the medical care for the minor children).

(B) It is agreed that the Husband shall pay and continue to pay the following accounts that were made during the marriage, and shall hold the Wife harmless on any and all such debts;

1. Genesco Credit Union;
2. One half of the total of medical bills for the children that existed at the time of separation or that have been incurred since the separation;
3. Any and all debts related to the purchase of any items now in the Husband's possession; including any and all indebtness related to the morgage or maintence of 2701 Hartford Drive, Nashville, Tennessee;
4. Any and all debts in the name Michael Adkins alone.

The parties further agree that outside the debts listed herein, that there are no remaining martial debts.

8. **AUTOMOBILES:** Each parties shall have sole vested title

in the vehicles in their respective possession.

9. **FORMER NAME:** The Wife's maiden name shall be restored to Avis Brown.

10. **REAL PROPERTY:** The parties agree that the Husband shall receive the real property located at 2701 Hartford Drive, Nashville, Tennessee, 37203, described more particularly as follows:

> LAND in Davidson County, Tennessee, being Lot No. 25 on the Final Layout for subdivision, Hidden Acres, recorded in Book 1130, Page 89, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and legal description.
>
> BEING the same property conveyed to Mark Austin Stein and wife, Dianna Grimes Stein by deed from Metropolitan Housing Ltd. recorded in Book 6585, Page 418, Register's Office for Davidson County, Tennessee.

The Wife agrees by affixing her signature to this document, that she quitclaims any and all interest that she may have in said real property to the Husband. The Husband agrees to assume all financial responsibility of said real property and agrees to hold the Wife harmless on the same.

11. **ATTORNEY'S FEES AND COURT COSTS:** Each party agrees to be responsible for their own respective attorney's fees. Further, the cost of this cause, after application of the filing fee, shall be assessed to the Husband for which execution may issue, if necessary.

12. **TAX LIABILITY:** The parties agree that beginning with tax year 1994, they will be filing separate income tax returns.

13. **TEMPORARY COURT ORDER:** Upon the execution of this Agreement the parties agree that the terms and conditions setforth herein shall operate as a temporary order of the Court pending the final hearing of this cause or to all issues set forth therein. The parties agree to execute an Agreed Order to that effect.

14. **MISCELLANEOUS PROVISIONS:** 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 other party.

(A) 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 debts 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 expenses incurred in defending the creditor's claim including reasonable attorney's fees.

(B) In the event that it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgement for reasonable expenses including attorney's fees incurred in prosecution said action.

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

(D) It is understood and agreed between the parties that this Agreement shall 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 their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights and claims which each may have or hereafter acquire under law of any jurisdiction with respects to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead, 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 the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

(F) The parties acknowledge that there are no assets owned by them, wither 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.

(G) 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.

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

(I) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such valid provisions shall not effect the other provisions of this Agreement, said provisions being severable.

(J) 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.

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

(L) The parties agree that alimony and/or child support or other payments which may still be owing by one party to the other at the time of his or her death shall continue beyond his or her death and shall be debts and obligations which shall be binding on and payable by his or her estate, heirs, and executors as if he or she were still living.

(M) The Husband and Wife acknowledge that to the best of their knowledge, that they have no outstanding joint indebtness

other than that specifically set out herein. However, in the event that any other indebtness exists, whoever incurred such indebtness shall be responsible for payment. Each party covenant with the other that, from the date of the divorce, neither will contract any indebtness upon the credit of the other of the other and that if either shall be compelled to pay future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce os granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a Divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

Michael Alonzo Adkins
MICHAEL ALONZO ADKINS

Avis B. Adkins
AVIS B. ADKINS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named **MICHAEL ALONZO ADKINS** with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 3 day of August, 1995.

Robbin Marie Haggard
NOTARY PUBLIC

My Commission Expires: 9/26/98

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named **AVIS B. ADKINS** with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 15th day of August, 1995.

Kimberly K Hutton
NOTARY PUBLIC

My Commission Expires: 2-12-97

IT IS FURTHER ORDERED AND ADJUDGED that the parties' addresses are as follows:

Avis B. Adkins
1811 Beech Avenue
Nashville, Tennessee

Michael Alonzo Adkins
2701 Hartford Drive
Nashville, Tennessee

ENTER this 28th day of August, 1995.

Muriel Robinson, Judge

APPROVED FOR ENTRY:

Kathleen G. Morris (No. 16223)
P.O. Box 128091
Nashville, Tennessee 37212
615-383-4257

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree was sent via facsimile and first class U.S. mail to Philip E. Smith, attorney for defendant, 213 Third Avenue North, Nashville, Tennessee 37201, this 28th day of August, 1995.

Kathleen G. Morris

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 _ day of O , 19 _ , in the Case Number 93D2934 between ADKINS, AVIS B. Plaintiff, and ADKINS, MICHAEL ALONZO Defendant, as same remains of record in Book 2200 , Page 1778 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 19 day of JUNE in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Betty W. Murray
Deputy Clerk

SEAL

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REGISTER
DAVIDSON COUNTY, TN.