IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

95 SEP 15 PM 2:56

RICHARD R. ROOKER, CLERK

D.C.

ANNIE LAURA PIRTLE,
1006 Gillock Street
Nashville, Tennessee 37216

Plaintiff,

v.

DANNY WAYNE PIRTLE,
3029 Glastonbury Road, Apt. 2709
Nashville, Tennessee 37217

Defendant.

Docket No. 95D-502

BOOK 10123 PG 813

FINAL DIVORCE DECREE

This cause came before the Honorable Marietta M. Shipley, Judge, upon the original complaint for absolute divorce, personal service of process on the Defendant on February 27, 1995, the parties having executed and filed a Marital Dissolution Agreement and the entire record herein, from all of which the Court finds that the allegations of the complaint are sustained by the proof; that is, the parties have irreconcilable differences such that the parties cannot continue to live together as husband and wife. Mrs. Pirtle has attended the seminar "Family First, Children Cope With Divorce," and she believes Mr. Pirtle has also attended the seminar.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the children of the marriage and equitable settlement of any property rights between the parties pursuant to T.C.A. § 36-4-103(b).

The Court further finds that the parties have entered into a Marital Dissolution Agreement which is as follows:

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

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUN[illegible] [illegible]NESSEE

FILED
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RICHARD R. ROOT, CLERK
[illegible] D.C.

ANNIE LAURA PIRTLE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Docket No. 95D-502
	)	
DANNY WAYNE PIRTLE,	)	
	)	
Defendant.	)	

BOOK 10123 PG 814

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between Annie Laura Pirtle (hereinafter called "Wife") and Danny Wayne Pirtle (hereinafter called "Husband").

WITNESSETH:

WHEREAS, these parties have been married since July 10, 1973, and there has been born of this union three children, only one of which currently is a minor child, namely Ma'Sharie Shavon Pirtle, born October 30, 1978;

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the above-styled case a suit for divorce between the parties; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY. Wife shall have and retair sole care, custody and control of the minor child of the parties.

2. VISITATION. Husband shall have the rights of visitation with the parties' minor child on alternate weekends from Friday at 6:00 p.m. until Sunday at 6:00 p.m. Husband shall have rights of visitation with the parties' minor child at other reasonable times and places as agreed between the parties. Said visitation is for the benefit of said minor child.

3. CHILD SUPPORT. Husband is disabled and draws SSI therefore he shall not be obligated to pay child support. Wife assumes sole financial responsibility for the support of the parties' minor child.

4. MEDICAL AND DENTAL EXPENSES. It is agreed that Wife shall maintain hospitalization or major medical insurance for the benefit of the minor child.

5. PERSONAL PROPERTY. The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects in the possession of Husband shall be his sole and separate property.

6. MORTGAGE PAYMENT. Wife shall continue to make all monthly principal and interest payments accruing on the outstanding principal balance of the indebtedness owed with respect to the real property located at 1006 Gillock Street, Nashville, Tennessee 37216. Husband agreed that all right, title and interest in the said real property shall be divested out of the Husband and vested in the Wife and agrees that such divestiture may be accomplished by the Court Order granting this divorce. Wife agrees to hold Husband harmless in the event she defaults on this debt.

7. DEBTS. It is agreed that the parties shall be responsible for the payment of any debts or charges which are presently listed individually in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from the failure to pay said debts when due.

8. ATTORNEYS' FEES. Each party shall be responsible for paying the attorney's fees to his or her attorney.

9. COURT COSTS. It is agreed that any costs of the Court incurred as a result of the pending action for absolute divorce shall be paid one-half by Husband and one-half by Wife.

10. Husband acknowledges that Attorney J. Davidson French of Bass, Berry & Sims represents Wife, and not Husband. Husband understands that he has the right to be represented by his own attorney now or at any time during this divorce action. Husband is not relying on any representations or advice of Attorney J. Davidson French in entering into this Agreement.

11. The parties agree that this Agreement, subject to Court approv: incorporated in and made a part of any decree of divorce which may be enter[illegible]er.

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

13. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated.

WITNESS our hands on the day and date written below.

STATE OF TENNESSEE)
) ss.: [redacted]-7734
COUNTY OF DAVIDSON)

Annie Laura Pirtle
ANNIE LAURA PIRTLE

Sworn to and subscribed before me this 6th day of September, 1995.

Linda E. Hyatt
Notary Public

My Commission Expires:
January 25 1997

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

ss.: [redacted]-3826

Danny Wayne Pirtle Sr.
DANNY WAYNE PIRTLE

Sworn to and subscribed before me this 29 day of August, 1995.

Notary Public

My Commission Expires:

7-27-96

BASS, BERRY & SIMS

By: Davidson French
J. Davidson French
BPR No. 15442

Attorneys for Wife

2700 First American Center
Nashville, TN 37238
(615) 742-6200

368303

IT IS THEREFORE ORDERED AND ADJUDGED that the Plaintif rded an absolute divorce from the Defendant, Danny Wayne Pirtle, and that the parties stored to all rights and privileges of unmarried persons.

IT IS HEREBY ORDERED AND ADJUDGED that the Marital Dissolution Agreement executed by the parties is approved by the Court and incorporated and made a part of this Final Decree of Divorce.

The costs related to this action shall be paid one-half by Husband and one-half by Wife.

ENTER this 15th day of September, 1995.

Marella M. Shaw
CIRCUIT JUDGE

APPROVED FOR ENTRY:

Davidson French
Davidson French, #15442
BASS, BERRY & SIMS
2700 First American Center
Nashville, Tennessee 37238
(615) 742-6200
Attorney for Wife

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been furnished by hand delivery, to Mose Davie, Esquire, 1026 Fourth Avenue North, Nashville, Tennessee, 37219-1110, on this 8th day of September, 1995.

Davidson French

388309

STATE OF TENNESSEE

BOOK 10123 PG 819

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 SECOND Circuit Court for Davidson County, Tennessee, on the 15 day of SEPTEMBER , 19 95 , in the Case Number 95D502 between PIRTLE, ANNIE LAURA Plaintiff, and PIRTLE, DANNY WAYNE Defendant, as same remains of record in Book 160B , Page 1020 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 22 day of JULY in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk

By _____
Deputy Clerk

SEAL