2580/2255

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

96 JUL -9 PM 4:07

RICHARD R. ROOKER, CLERK

SHERRY ANN SKILLEN)

vs.) D.C. 95D-1658

ROBERT JOHN SKILLEN) BOOK 10195 PG 153

FINAL DECREE/JUDGMENT OF DIVORCE

This cause came to be heard on the 9th day of July, 1996, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court in and for Davidson County, Tennessee, upon Complaint for Absolute Divorce filed by Wife. It appears to the Court from testimony of Complainant, statements of counsel and the entire record as a whole that the parties have 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. It further appears to the Court that there is one minor child of this marriage and that the parties own no real property other than what is listed in the Marital Dissolution Agreement.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for an equitable settlement of any property rights between the parties. It is

THEREFORE ORDERED, ADJUDGED AND DECREED that Wife, Sherry Ann Skillen, should be and is hereby awarded an absolute divorce from Husband, Robert John Skillen, on the ground of Irreconcilable Differences and restored to all 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 is hereby approved and ratified in full, and incorporated in this Final Decree in toto as follows:

BOOK 10195 PG 154

MARITAL DISSOLUTION AGREEMENT

FILED
95 JUN 20 AM 10:10
RICHARD R. ROOKER, CLERK
B. Goodman

THIS AGREEMENT, entered into by and between the parties, **SHERRY ANN SKILLEN**, hereinafter referred to as "Wife", and **ROBERT JOHN SKILLEN**, 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.

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

WHEREAS, there is present pending a Complaint for Absolute Divorce in the Fourth Circuit Court for Davidson County, Tennessee, styled **Sherry Ann Skillen vs. Robert John Skillen**, Docket Number 95D-1658.

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.

RBL for RSS

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. **NO INTERFERENCE**: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he/she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him/her.

3. **TRIAL**: Wife shall proceed to trial on the grounds of Irreconcilable Differences and submit the Marital Dissolution

Agreement herein for the consideration of the Court to be incorporated into the Final Decree should the divorce be granted.

4. CUSTODY: The parties shall have joint custody of the parties minor child, **TERESA GROOMS SKILLEN**, date of birth, February 17, 1990, with Wife being the primary custodian parent of said child.

5. VISITATION: Husband/Father shall have visitation with the minor child every other weekend from 6:00 P.M. on Friday until 6:00 P.M. on Sunday; and one month during the summer at two (2) week increments during the summer months with two (2) weeks notice to Wife/Mother. The parties shall alternate the following holidays on a yearly basis, to wit: New Year's Day, Easter, Memorial Day (if there is no school on this day), Fourth of July and Thanksgiving Day. Said holiday visitation shall begin at 6:00 P.M. on the eve of the holiday and conclude at 6:00 P.M. on the day of the holiday unless otherwise agreed upon by the parties. Christmas visitation shall be alternated on a yearly basis as follows: one party shall have the minor child one week prior to Christmas concluding at 7:00 P.M. on Christmas Eve; and the other party shall have the minor child from 7:00 P.M. on Christmas Eve for one week. Further, Father shall have the minor child for Father's Day beginning at 9:00 A.M. and concluding at 6:00 P.M.

6. CHILD SUPPORT: Husband/Father shall pay to Wife/Mother the sum of $400.00 per month, each and every month, for child support and maintenance of the minor child. Said child support shall begin 30 days after the entry of the Final Decree of Divorce, and each month thereafter until the minor child reaches the age of 18 years or graduates with her class, whichever occurs last. Said support is in compliance with the Tennessee Child Support Guidelines. Further the parties have agreed that during the summertime when Husband is exercising his two week visitation period, he will deduct $200.00 from his child support payments to Wife for this period of time.

Further, pursuant to T.C.A. § 36-5-101(h), the parties acknowledge that no action by either party will be effective to

reduce child support after the due date of each payment, and that 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.

7. **MEDICAL INSURANCE**: Husband/Father shall maintain major medical/dental insurance on the minor child; until the minor child is emancipated and provide proof of such to Wife/Mother. Further and any costs for medical, dental, orthodontal (including but not limited to braces, mouth pieces or retainers), optical (including but not limited to eye exams, contact and glasses) and pharmaceutical expenses not covered by insurance shall be split equally between the parties, including the deductible.

8. **LIFE INSURANCE**: Husband shall maintain a life insurance policy on his life in the amount of $25,000 naming the minor child as beneficiary and Wife as acting Trustee, pursuant to T.C.A. § 35-50-110, and provide proof to such to Mother. until child reaches 18 yrs of age or until graduation from High School/ which ever is later RD SJG

9. **PERSONAL PROPERTY:** Husband shall be divested out of all right, title and interest which he may have in items of personal property and household furnishings belonging to and now in possession of Wife, including but not limited to the washer and dryer, heirloom piano, brass bed, sewing machine, oak dining room table, oak secretary, two gold upright chairs, a rocking chair and smoke stand, coffee table unused in the garage, oak chest of drawers, oak mirror drawers, various odds and ends tables, one burgundy lamp, bedspreads, sheets, and other misc. linens *(the aforementioned items are items Wife had prior to marriage)*; together with an equitable distribution of the dishes, linens, exercise equipment, piano *(which was given to Wife as a gift from her Husband)*, can opener, blender, toaster and iron, and said right title and interest shall be vested in Wife solely.

Wife shall be divested out of all right, title and interest which she may have in items of personal property and household furnishings belonging to and now in possession of Husband, including but not limited to the couch, refrigerator, stove, microwave, and all the other appliances located in the kitchen, he

gets the drapery, two beautiful lamps (which were a gift from husband to wife), and said right, title and interest shall be vested in Husband solely.

10. **MARITAL RESIDENCE**: The parties agree that Husband shall retain possession of the marital residence located 2507 Eastland Avenue, Nashville, Davidson County, Tennessee. Further, Husband agrees to indemnify and hold the Wife harmless of any indebtedness owed on the said property, including but not limited to the property taxes and homeowner's insurance. Further the parties agree, that when the Husband sells the marital residence, the equity in the marital property shall be split equally between the parties.

11. **VEHICLES**: Husband shall retain ownership of the Saturn and all right, title and interest shall be divested out of Wife and vested in Husband solely. Further, Husband shall be responsible for any and all indebtedness owed on said automobile and hold Wife harmless of same.

Wife shall retain ownership of the 1986 VW automobile and all right, title and interest shall be divested out of Husband and vested in Wife solely. Further, Wife shall be responsible for any and all indebtedness owed on said automobile and hold Husband harmless of same.

12. **BUSINESSES**: The parties agree that Wife shall be divested out of all right, title and interest she may have in R S Associates, and all right, title and interest shall be divested out of Wife and vested in Husband solely. Further, Wife acknowledges receipt of $2,600.00 which was paid on December 8, 1995, for her 1/2 interest in Count Zorro and she has no other claim with respect to the business interests of Husband.

13. **DEBTS**: Husband shall be responsible for any and all debts, including but not limited to medical bills and charge card accounts, incurred during the parties marriage up until May 25, 1995. Further, Husband agrees and shall continue to pay Wife's father back the sum of $750.00 at the rate of $150.00 per month until said sum is paid in full. The division of the aforementioned

debts are necessary for the parties support and maintenance and are non-dischargeable in bankruptcy court.

14. ACCEPTANCE OF THE PARTIES/BANKRUPTCY: With respect to each party's responsibility for payment of certain debts and liabilities and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation shall not be discharged as a debt under the Bankruptcy Code. Further, it is the intent of the parties that the obligations in this Order are intended to be non-dischargeable pursuant to *11 U.S.C. § 523 (a) 5* and are in the nature of alimony and/or support under the guidelines of *IN RE Calhoun 715 F.2d 1103 (1983)*. The parties further agree that notwithstanding the fact that either party may subsequently be discharged under the Bankruptcy Code, that the Court in which this divorce action is heard, shall continue to have the power to enforce the terms and conditions of this agreement by such powers or means as the Court may deem necessary, and that for this reason, all questions pertaining to the enforcement of the terms and conditions of this agreement are reserved by the Court and continued under advisement by the Court for such further action as the Court may deem necessary.

In the event a creditor of either party seeks to compel the other party to pay any debt 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 the amount of any payment he/she makes, including interest, and any expenses, including but not limited to attorney's fees, incurred in defending the creditor's claim.

15. 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.

16. **FAIRNESS OF AGREEMENT**: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor child and in keeping with their accustomed standard of living and their reasonable requirements.

17. **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.

18. **ENTIRE AGREEMENT**: This Agreement contains the entire understanding of the parties. There are not representations, warranties or promises other than those expressly set forth herein.

19. **ASSETS**: The parties acknowledge that there are no assets owned by them, either 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.

20. **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.

21. **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'.

22. **MODIFICATION AND/OR WAIVER**: The parties understand that matters pertaining to child custody, visitation or child support are matters which are expressly subject to review by the Court from time to time as the circumstances of the parties and minor children may dictate.

Further 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.

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

24. **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 representations or warranties other than those expressly set forth herein.

25. **TAX LIABILITIES:** Counsel preparing this Marital Dissolution Agreement has not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property and has advised each party to seek other independent legal advice as to tax consequences and penalties of any transfer.

26. **MAIDEN NAME:** Wife shall be restored to her maiden name of "Grooms" and Wife shall be known as **Sherry Ann Grooms.**

27. **ATTORNEY'S FEES**: Each party shall be responsible for paying his or her own attorney in connection with the negotiation

of this Agreement and the divorce proceedings.

28. **COURT COSTS:** The costs of this cause shall be assessed against the Husband for which execution shall issue if necessary.

29. **LEGAL REPRESENTATION:** Wife is being represented in this action by George J. Duzane and Husband is being represented by Ramsey B. Leathers, Jr. The parties enter into this agreement with due and proper consideration, fully understanding its terms and provisions.

30. **SERVICE OF PROCESS:** Both parties, through their notarized signatures, waive service of process.

SHERRY ANN SKILLEN

ROBERT JOHN SKILLEN

0003 09/18 0101 03CHECK 48.0

STATE OF TENNESSEE)
)
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public in and for said County and State, Ms. Sherry Ann Skillen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

This 17 day of ~~May~~ June, 1996.

NOTARY PUBLIC

My Commission Expires:

1-13-97

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, Mr. Robert John Skillen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidenced), and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

This 5 day of ~~May~~ June, 1996.

NOTARY PUBLIC

My Commission Expires:

Jan. 20, 1999

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

Sherry Ann Skillen
c/o Mr. Kelton Grooms
P.O. Box 81
Saltillo, TN 38370

Robert John Skillen
2507 Eastland Avenue
Nashville, TN 37206

It is

FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be assessed against the Husband for which execution shall issue if necessary. It is

FURTHER ORDERED, ADJUDGED AND DECREED that George J. Duzane is hereby relieved as attorney of record for Wife; and Ramsey B. Leathers, Jr. is hereby relieved as attorney of record for Husband, after the signing and entering of this Final Decree of Divorce.

ENTERED this 9th day of July, 1996.

HONORABLE MURIEL ROBINSON
Judge of Fourth Circuit Court

APPROVED FOR ENTRY:

GEORGE J. DUZANE, #6461
Attorney for Husband
Duzane, Kooperman & Mondelli
603 Woodland Street
Nashville, TN 37206-4211
(615) 259-1214

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been forwarded by U.S. Mail to Mr. Ramsey B. Leathers, Jr., Attorney for Defendant/Husband, Blackburn, Slobey, Freeman & Happell, P.C., 2050 NationsBank Plaza, 414 Union Street, Nashville, TN 37219 on this 9th day of July, 1996.

GEORGE J. DUZANE, #6461

xc: Ms. Sherry Ann Skillen

STATE OF TENNESSEE

BOOK 10195 PG 164

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 _09 day of _JULY , 19 _96 , in the Case Number _95D1658 between _SKILLEN, SHERRY ANN Plaintiff, and _SKILLEN, ROBERT JOHN Defendant, as same remains of record in Book 258C , Page _2255 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 _26 day of _AUGUST 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

02266777
IDENTIF. & REFERENCE
MAILENV.
96 SEP 18 PM 2:19
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.