IN THE FOURTH CIRCUIT COURT FOR TENNESSEE
20TH JUDICIAL DISTRICT
AT NASHVILLE

FILED
96 MAR 12 PM 4:28
RICHARD R. ROOKER, CLERK
D.C.

MICHAEL QUINN JONES
Plaintiff,

VS.

LINDA SUE JONES
Defendant.

No. 95D-3582

BOOK 10218 PG 190

FINAL DECREE

This cause came on to be heard on the 12th day of March, 1996, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, 20th Judicial District upon the original Complaint for Absolute Divorce filed by the Plaintiff, Michael Quinn Jones, who until their separation on August 18, 1995 resided with the Defendant in Davidson County, Tennessee; and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; testimony of Plaintiff, Michael Quinn Jones, heard in open court; statement of counsel; and the entire record in this cause. From all of which, the Court affirmatively finds that the Parties have irreconcilable differences in their marriage.

The Court affirmatively finds that the parties have entered into a written, executed Marital Dissolution Agreement;

The Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of all property rights as between the parties and said agreement adequately provides for the care and welfare of the minor child of the parties.

The Marital Dissolution Agreement is more specifically set forth in words and figures as follows:

Clark L. Shaw
Attorney at Law
525 Lebanon Road
Nashville, TN 37214
(615) 883-0705
FAX (615) 885-2141

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MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into this 27th day of November, 1995, by and between Michael Quinn Jones, hereinafter referred to as "Husband", and Linda Sue Jones, hereinafter referred to as "Wife":

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being Michael Quinn Jones vs. Linda Sue Jones bearing Docket No. 95D-3582 or the Defendant is aware said suit will be filed which is in lieu of service of process pursuant to *Tenn. Code Ann.* § 36-4-103 (a) (2)and

WHEREAS, the parties desire to agree upon and fix their rights and duties regarding their respective estates, child custody, and support, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW THEREFORE, in settlement, adjustment, and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree and covenant as follows:

1. SOLE CUSTODY. The Wife shall have sole custody of their minor child, Nicole De'Ann Jones. However, the Husband shall have reasonable visitation privileges with said minor child. Prior to the parties marriage, Husband was aware that Wife had cancer which condition has continued during the marriage. The parties agree that as long as Wife can function in a home setting her cancer shall not be used by Husband as a factor in any change of custody Petition filed by Husband as a substantial or material change in circumstance allowing a change in custody.

2. CHILD SUPPORT PAYMENTS. To assist with the care, support, and maintenance of the parties' minor child, Husband shall pay direct to Wife the sum of $479.00 dollars per month payable in one-half equal payments on the 7th and 22nd of each month commencing on the next 7th or 22nd day of the month after the final hearing of this matter and each month thereafter. Child support is based upon the Husband's average salary of $3,000.00 per month. The Husband's employer is the Metro Police Department at Criminal Justice Center. The Husband has an affirmative duty and shall advise the Circuit Court Clerk of any change in his employer. The address and social security number of the parties is as follows:

HUSBAND	WIFE
84 Lester Avenue, Apt. 1323	3304 Calais Circle
Nashville, Tennessee 37210	Antioch, Tennessee 37013
[redacted]-4719	[redacted]-4278

3. ACKNOWLEDGMENT OF CHILD SUPPORT LAW. The parties to this agreement certify that the child support indicated hereinabove complies with *Tenn. Code Ann.* § 36-5-101 (e) as to child support guidelines. In addition, pursuant to *Tenn. Code Ann.* § 36-5-101 (h) the parties affirmatively acknowledge that no action by the parties 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.

4. CHILD SUPPORT MEDICAL REQUIREMENTS. Husband shall maintain and provide medical, dental (including orthodontist), and hospitalization insurance for the minor child of the parties and said insurance shall be maintained until said child reaches the age of eighteen or for so long as she remains dependent of the parties, whichever last occurs. The parties equally shall pay all medical, dental (including orthodontist), and hospital costs not covered by such insurance.

5. REAL PROPERTY - WIFE. The real property of the parties owned by the parties as tenants by the entireties, being the former home of the parties located at 3304 Calais Circle in Antioch, Davidson County, Tennessee 37013 shall hereinafter become the sole and exclusive property of the Wife, free and clear from any claim of any nature whatsoever by the Husband. Within thirty (30) days of the final decree of divorce, Husband will quit claim to Wife all of his right, title, and interest in and to said property, and said property shall be the sole

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RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

and exclusive property of Wife, free and clear of any claim of any nature whatsoever by Husband. If necessary, any final decree of divorce entered into on behalf of either party shall contain a property description of said property, with the further provision that all of Husband's interest in said property is conveyed to Wife, pursuant to the terms of this agreement. Wife agrees that she will hereinafter hold Husband harmless from all mortgage indebtedness or other indebtedness against said property. The Parties agree that the approximate equity interest in this real property is $7,900.00 and will be divided 1/3 to the Husband and 2/3 to the Wife. Husband will be paid his equity upon sale of house. MLP

6. HUSBAND'S VEHICLE. Title to a certain 1987 Toyota truck shall be vested in the Husband, who shall assume all liabilities and indebtedness thereon and hold Wife harmless on same. The Husband shall retain said vehicle free and clear from any claim of any nature whatsoever by the Wife, but with the further understanding that the Husband shall be solely responsible for the repayment of any mortgage indebtedness or other debt that might exist against said vehicle, and shall hold the Wife harmless from any responsibility therefor.

7. WIFE'S VEHICLE Title to a certain 1995 Saturn automobile shall be vested in the Wife, who shall assume all liabilities and indebtedness thereon and hold Husband harmless on same. The Wife shall retain said vehicle free and clear from any claim of any nature whatsoever by the Husband, but with the further understanding that the Wife shall be solely responsible for the repayment of any mortgage indebtedness or other debt that might exist against said vehicle, and shall hold the opposite party harmless from any responsibility therefor.

8. PERSONALTY. All title to property presently in the separate possession of each of the parties shall be vested separately in each of the parties.

9. DEBTS. Each party shall pay all debts and obligations that he or she has incurred independently and shall hold the other party harmless thereon. There are no joint debts of the parties except as stated above.

10. NO ALIMONY. Wife and Husband claim no alimony, either pendente lite or permanent, and waive any claim they might have hereto in any divorce action between them.

11. TAX DEDUCTIONS. The Wife shall claim the minor child as an exemption on her tax return and the Husband shall execute all necessary IRS documents to accomplish said deductions.

12. COURT COSTS. Husband shall be responsible for the payment of the balance of any court costs necessitated by either party obtaining a divorce pursuant to the terms and conditions of this agreement; however, it is agreed by the parties that any advanced filing fee paid by either party as may be applied to the court costs, shall be applied to the court costs and not refunded.

13. PENSION BENEFITS. All pension or retirement benefits of either party will become the sole and exclusive property of that party free and clear from any claim thereto by the opposite party.

14. ATTORNEY FEES. Each party shall pay their own attorney fees incurred in connection with this proceeding.

15. FULL KNOWLEDGE. The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them to the extent and probable value of all property and estate of the parties jointly and personally. Each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital and otherwise in and to all of the estate whether real, personal, tangible, or mixed now owned or hereinafter acquired of or by the other party except as he or she may be bound by the promises and covenants contained in this agreement.

16. FINAL DECREE. The parties agree this Marital Dissolution Agreement, subject to Court approval, shall be incorporated in and made a part of any Decree of Divorce which may be entered hereafter.

17. DISSIPATION OF PROPERTY. The parties agree that they will not remove, sell, mortgage, or in any manner dissipate, or damage the real or personal property of the other party located in the homeplace or otherwise, either held jointly or severally, pending a final hearing for divorce.

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525 Lebanon Road
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18. COOPERATION. Each party, at the request of the other, will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

19. BREACH AND WAIVER. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred. No breach, waiver, or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of agreement.

20. SEVERABILITY. Should any Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect, and the invalid portion shall be struck from the agreement or modified as the Court shall order.

21. REPRESENTATIONS. Each party acknowledges that this agreement has been entered into of his or her volition with full knowledge and information including tax consequences. In some instances, it represented a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement other than the representations set forth herein.

22. MODIFICATIONS. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

23. NO HARASSMENT. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

24. TAXES. If in connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties, depending on whether the deficiency arose out of the individual income, deduction, or mis-reporting of one or the other parties, (and if so, to that extent), or out of a joint income deduction. Husband and Wife each represents and warrants to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct, and complete, and fully and accurately reflect the income and deductions of each party for those years.

25. COURT APPROVAL. Both parties understand and agree that this agreement and all of the matters and things contained therein shall at all times be interpreted in accordance with the laws of the State of Tennessee. Both parties further agree that in the event that either party should obtain a divorce from the other party, that this agreement will be submitted to the Court hearing the divorce, and with the request that the agreement be approved and ratified by the Court, and made a part of the Final Decree of divorce as may be awarded to either party.

26. FULL AND FINAL SETTLEMENT. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title, and interest, cohate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise including marital, insurance, contractual and all other rights by way of dower, homestead exemption, alimony, or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as full, final, and complete settlement of the property, marital, and other rights of the parties hereto.

27. ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The law of the State of Tennessee shall govern this agreement in all respects.

IN WITNESS WHEREOF, the parties hereto set their signatures on the day and date hereinabove written.

Clark L. Shaw
Attorney at Law
525 Lebanon Road
Nashville, TN 37214
(615) 883-0705
FAX (615) 885-2141

WIFE

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public for said County and State, Linda Sue Jones, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 3 day of November, 1995.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires
November 22, 1997

****

HUSBAND

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public for said County and State, Michael Quinn Jones, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 27th day of November, 1995.

NOTARY PUBLIC

My Commission Expires:
July 25, 1998

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IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the Plaintiff, Michael Quinn Jones, is hereby awarded an absolute divorce from the Defendant, Linda Sue Jones, upon the grounds of irreconcilable differences, and he is hereby restored to all rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein are hereby approved by the Court and made the judgment hereof in all respects.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the costs of this action are taxed as provided for in the Marital Dissolution Agreement.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that after this Decree has become final, Clark L. Shaw shall be relieved of his obligations of representation as legal counsel to the Plaintiff including future service of process or any other matters regarding this cause.

JUDGE

3-12-96.

APPROVED FOR ENTRY:

Clark L. Shaw
Attorney for Plaintiff
2525 Lebanon Road
(615) 883-0705
Supreme Court Reg. No. 10836

Clark L. Shaw
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CERTIFICATE OF SERVICE

This is to certify that a true and exact copy of the foregoing has been mailed, postage prepaid by the United States Mail, to Michael Quinn Jones, 976 Glastonbury Road, Nashville, Tennessee 37219 and Linda Sue Jones, 3304 Calais Circle, Antioch, Tennessee 37013 this 12 day of March, 1996.

Clark L. Shaw

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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 12 day of MARCH , 19 96 , in the Case Number 95D3582 between JONES, MICHAEL QUINN Plaintiff, and JONES, LINDA SUE Defendant,

as same remains of record in Book ~~254C~~ , Page ~~1589~~ 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 07 day of OCTOBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By B. Godwin
Deputy Clerk

SEAL

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IDENTIFICATION REFERENCE

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FELIX A. BROWN III REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

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