IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

95 AUG 21 PM 4:16

RICHARD R. LOCKER, CLERK

D.C.

DEBORAH ELAINE TALIAFERRO,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 94D-4403
	)	
CHARLES ANTHONY TALIAFERRO,	)	
	)	
Defendant.	)	

BOOK 10230 PG 361

FINAL DECREE

This cause came on to be heard on the 21st day of August, 1996, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce, statement of counsel and testimony of the plaintiff in open Court, and the entire record in this cause, whereupon it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties; and further, this Agreement has made adequate and sufficient provisions for the custody and support of the minor child of the parties.

The Court further finds that the current address of the parties is as follows: Husband - 885 Benjamin Drive, FRANKLIN TN 37064; Wife - 1506 Dugger Drive, Nashville, Tn 37206.

The Court further finds that unless specifically ordered by this Court, the amount of child support set herein shall not be reduced or prorated by either party.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, DEBORAH ELAINE TALIAFERRO, is granted an absolute divorce from the defendant, CHARLES ANTHONY TALIAFERRO, on the ground of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court and more particularly set out as follows, to wit:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

96 AUG 21 PM 4:16

DEBORAH ELAINE PHILLIPS TALIAFERRO,)
Wife)
RICHARD R. ROOKER, CLERK
)
VS.) NO. 94D-4403
D.C.
CHARLES ANTHONY TALIAFERRO,)
Husband.)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between DEBORAH ELAINE PHILLIPS TALIAFERRO (hereinafter referred to as "Wife") and CHARLES ANTHONY TALIAFERRO (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings against the Husband, same being Civil Action Number 94D-4403 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The Wife shall proceed to obtain a divorce on the grounds of irreconcilable differences, and each shall be restored to all the rights and privileges of an unmarried person.

2. The parties are the parents of one minor child, Tanner Jacob Taliaferro, whose date of birth is October 24, 1992. The parties agree that the Wife shall have the full care, custody and control of the parties' minor son. Visitation will be reserved to

the Husband as follows: Every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m., and every Wednesday the Husband shall pick up the minor child from daycare and return him to the Wife's home at 8:00 p.m. The parties further agree that they shall alternate all holidays of Easter, Memorial Day, Fourth of July, Labor Day, and Thanksgiving, with holiday visitation being from the evening before the holiday at 6:00 p.m. until 6:00 p.m. the day of the holiday; provided, however, that Thanksgiving holiday shall be the Wednesday before Thanksgiving at 6:00 p.m. until the following Sunday at 6:00 p.m. The Wife shall have the minor child each Mother's Day, and the Husband shall have the child each Father's Day. Each party will have access to the child on the child's birthday. The Husband shall also have extended visitation at Christmas, which shall commence one week after the school where the Wife teaches is out for the holidays, and last for one consecutive week, and this week shall constitute the Husband's Christmas visitation. Further, the Husband shall have the child for two weeks in the summertime.

Should the Wife relocate her residence at any time, the visitation shall be changed as follows: The Husband shall have nine days (Friday at 6:00 p.m. until the following Sunday at 6:00 p.m.) every other month with the minor child beginning the month she relocates until the minor child begins school. After the child starts school, the Husband shall have weekend visitation of one weekend each month, at his option. Further, if the Wife should relocate her residence, and after the child starts school, the Husband shall have three weeks visitation at the beginning of each summer, and three weeks visitation at the end of each summer visitation with the minor child. All holiday visitation will remain the same as hereinabove set forth.

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x II

3. The Husband shall pay to the Wife as support for the parties' minor child the sum of $400.00 per month. The parties agree that this amount is based upon the Child Support Guidelines applied to the Husband's approximate earnings which are $2,400.00 per month. The parties agree that this amount shall be paid by

Wage Assignment to the Husband's primary employer, Polygram Publishing. The Husband shall pay to the Wife as child support the sum of $400.00 per month plus the Clerk's lawful commission of five percent (or $20.00), for a total payment of $420.00 per month by wage assignment to his employer, Polygram Publishing. The Clerk of the Circuit Court for Davidson County, Tennessee shall forward by certified mail, a copy of the Final Decree incorporating this agreement to the Husband's employer at Polygram Publishing, Inc., 54 Music Square East, Nashville, Tennessee 37203, with a copy to Polygram Publishing, Inc., 1416 LaBrea Avenue, Los Angeles, California 90028. Upon receipt, the employer, Polygram Publishing, Inc., shall withhold the sum of $420.00 per month from the wages, sums or other income of the Husband, and forward said sum to the Clerk of the Circuit Court, 506 Metropolitan Courthouse, Nashville, Tennessee 37201. Upon receipt, the Clerk shall withhold its lawful commission of five percent and forward the balance to the Wife, Deborah Elaine Phillips Taliaferro, 1506 Dugger Drive, Nashville, Tennessee 37206.

As further support for the parties' minor child, the parties agree that since the Wife is able to obtain health care coverage for the child at a reasonable cost, the Husband shall reimburse the Wife for any health care insurance premium attributable to coverage for the parties' minor child. This reimbursement shall be made each month directly to the Wife. The Wife agrees to give the Husband prompt notice in the event of a change in the cost to her of said insurance. In the event the Wife is unable to maintain coverage for the minor child, then the Husband shall immediately obtain a policy of health care insurance covering the parties' minor child. The parties agree they shall divide equally any costs for health care for the minor child which are not covered by insurance maintained by either party. These uncovered expenses shall include any expenses for medical, dental, eye care and vision and orthodontic expenses for the minor child.

As an additional form of support for the minor child, the Husband agrees to maintain a life insurance policy covering his

life in the approximate value of $75,000.00 and shall name the Wife as beneficiary for the benefit of the minor child until such time as the child support obligation for the parties' son ceases or is terminated by order of this Court.

4. The parties are the owners of certain real property known as 1506 Dugger Drive, Nashville, Davidson County, Tennessee. The Husband shall, upon execution of this Agreement, sign and deliver to the Wife a Quitclaim Deed quitclaiming all of his right, title and interest in and to the parties' real property to the Wife. The Wife agrees to assume the balance of the parties' mortgage on their real property and to hold the Husband harmless upon this mortgage indebtedness. The Wife further agrees that should she decide to sell this residence within three years of the execution of this Agreement, she shall first offer the Husband the right to purchase the property from her by paying to her the sum of $5,000.00 for her equity in the property and agreeing to assume the mortgage indebtedness upon the residence and hold the Wife harmless from the same. The Wife agrees that she shall allow the Husband a period of sixty (60) days in which to take advantage of this right of first refusal after which she may freely market the property for sale.

5. The Wife shall keep the 1978 Trans Am automobile presently titled in her name. The Husband shall keep the parties' Chevrolet Suburban and the Wife shall make no claim to this vehicle. The parties agree there is presently no indebtedness owing upon either of the above vehicles, however, if any such indebtedness shall occur, it shall be the sole and complete responsibility of the party receiving that vehicle.

6. Each party shall keep any and all pensions, retirements or other employment benefits which may have accrued under his or her individual name and shall make no claim to such benefits on the part of the other party. The Wife agrees to waive any interest she may have in the Husband's interest in Audio Project Studio, a business in which the Husband is a partner. The Wife further agrees to waive any and all interest which she may have in any song royalties due to the Husband now or in the future.

7. The parties agree that each shall assume any and all credit card debt in his or her individual name and hold the other party harmless thereupon. The Wife shall return to the Husband the Gold Card on his credit card account and shall make no further charges thereupon. The Wife agrees to assume and hold harmless the Husband from the indebtedness to Sears for the parties' refrigerator. The refrigerator will become the possession of the Wife, and the Husband shall make no further claim to this item.

8. Each party shall keep any and all bank accounts which appear in his or her individual name including checking and/or savings. The parties' joint bank account shall be closed and any remaining funds in this account shall remain the property of the Wife. The parties agree that the savings account for Tanner shall remain the property of the Wife, and she shall continue to hold these funds for the benefit of the parties' minor child.

9. The parties agree that each shall keep the clothing, personal effects, jewelry, and household goods and furnishings presently in his or her possession and the same shall constitute the division of such items in this divorce.

10. The parties agree that each will pay his or her own attorney's fees in this cause. The Husband shall pay the costs for which execution may issue.

11. 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 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.

12. 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 therefor, such obligation is intended to be a support obligation under 11 U.S.C. 523(a)(5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be nondischargeable in the event of the bankruptcy of the

obligor spouse pursuant to 11 U.S.C. 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

13. 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 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 from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

14. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

15. 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 of Divorce between the parties.

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

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

18. 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.

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

20. 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.

21. 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.

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

23. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debts 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 expenses.

Deborah Elaine Phillips Taliaferro
DEBORAH ELAINE PHILLIPS TALIAFERRO

CHARLES ANTHONY TALIAFERRO

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Grayson Smith Canna, a Notary Public in and for the aforesaid County and State, DEBORAH ELAINE PHILLIPS TALIAFERRO, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Goodlettsville, Tennessee, this 1 day of August, 1996.

NOTARY PUBLIC

My Comm. Expires: 7-25-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela G. Fite, a Notary Public in and for the aforesaid County and State, CHARLES ANTHONY TALIAFERRO, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 23 day of July, 1996.

NOTARY PUBLIC

My Comm. Expires: 11-22-97

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the costs of this cause are taxed to the Defendant, CHARLES ANTHONY TALIAFERRO, as set out in the Marital Dissolution Agreement, for which execution may issue, if necessary.

ENTERED this the 21st day of August, 1996.

JUDGE

Approved for Entry:

CANNON, CANNON & COOPER, P.C.

By: _____
GRAYSON SMITH CANNON
Attorney for Plaintiff

One Northchase
1000 Northchase Drive, Suite 109
P. O. Box 749
Goodlettsville, TN 37070-0749
(615) 851-1880
BPR No. 13183

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Ms. Rose Palermo, P. O. Box 121857, Nashville, TN 37212, on this the 21 day of August, 1996.

By: _____
GRAYSON SMITH CANNON

BOOK 10230 PG 371

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 21 day of AUGUST , 19 96 , in the Case Number 94D4403 between TALIAFERRO, DEBORAH ELAINE PHILLIPS Plaintiff, and TALIAFERRO, CHARLES ANTHONY Defendant, as same remains of record in Book 260A , Page 435 of the Minutes of said Court.

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IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 03 day of SEPTEMBER 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

0237739
IDENTIF. ↑ REFERENCE

96 OCT 18 PM 4:02
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.