BOOK 10293 PG 578

IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

FILED

DEC 1 1996

MAHAILIAH HUGHES, CLERK
BY _____ D.C.

CHERA DIVONNE COFFMAN WHITTINGHILL
1893 Burke Hollow Road
Nolensville, TN 37135,

EMPLOYER: American Eagle Outfitters

Plaintiff

vs.

BILLY ALLEN WHITTINGHILL
510 Hidden Hills Drive
Hermitage, TN 37076,

EMPLOYER: Bill's Contracting Service

Defendant

NO. 16025-C

COPY OF SIGNED DECREE REQUESTED!

0256731 IDENTIF. # REFERENCE

96 DEC 18 AM 8:35
FILED/RECORDED IN REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on this the *17th day of December, 1996*, before the **Honorable W. Thomas Goodall, Judge** of the Circuit Court for Sumner County, Tennessee, at Gallatin, upon the **Plaintiff's** *Complaint for Absolute Divorce* alleging *irreconcilable differences* as a ground for divorce; upon the *Marital Dissolution Agreement* which provides for the division of the parties' respective rights and interest in all jointly-owned property and the apportionment of the parties' debts; upon all of the pleadings; upon the testimony of the **Plaintiff** and the statements of counsel; and upon the entire record; from all of which the Court finds that the allegations of **Plaintiff's** *Complaint* are sustained by the proof in that there exist such *irreconcilable differences* between the parties as would entitle **Plaintiff** to an absolute divorce on these grounds, as set forth in *T.C.A.* §36-4-

103. The Court further finds that the *Marital Dissolution Agreement* heretofore executed by the parties is hereby approved by this Court as it is an equitable settlement of all property rights between them; and that the sixty (60) day waiting period, as required by statute, has elapsed.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the **Plaintiff, CHERA DIVONNE (COFFMAN) WHITTINGHILL** (hereinafter referred to as "**WIFE**"), be, and hereby is, awarded an absolute divorce from the **Defendant, BILLY ALLEN WHITTINGHILL** (hereinafter referred to as "**HUSBAND**"), on the grounds of *irreconcilable differences* and she shall be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the original *Marital Dissolution Agreement* be, and hereby is, approved and made a *decree* of this Court, in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into, on the day and date last acknowledged below by and between **CHERA DIVONNE (COFFMAN) WHITTINGHILL**, hereinafter referred to as "**WIFE**"; and **BILLY ALLEN WHITTINGHILL**, hereinafter referred to as "**HUSBAND**";

W I T N E S S E T H :

WHEREAS, the parties were married on June 11, 1994, in Davidson County, Tennessee, and lived together as **HUSBAND** and **WIFE** thereafter; and

WHEREAS, there were no children born of the marriage; and

WHEREAS, certain serious differences have arisen between the parties hereto, which appear to be *irreconcilable* and an action for divorce is now pending in the *Circuit Court for Sumner County, Tennessee*, in the case of *Chera Divonne (Coffman) Whittinghill vs. Billy Allen Whittinghill, Docket No.:* _____; and

WHEREAS, the said parties are desirous of definitely settling and determining all matters of property, support, and all other claims or rights between them which have arisen or might arise out of the marital relation between them, and as a result of any action for divorce; and

WHEREAS, each of the parties is fully informed and advised of the property and estate of the other, and of their respective rights and liabilities against and to the other and all of the estate and property of the other;

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:

EFFECTIVE DATE OF AGREEMENT

1. 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.

RIGHT TO LIVE SEPARATELY

2. The parties may and shall continue to live apart for the rest of their lives. Each shall be free from interference, direct or indirect, by the other as fully as though unmarried, and neither of the parties shall molest or interfere with each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

VENUE

3. The parties agree to waive venue from *Davidson County* to *Sumner County, Tennessee*.

TRIAL

4. The parties agree that the **WIFE** shall proceed to Court to obtain a divorce upon the grounds of *irreconcilable differences*.

REAL PROPERTY

5. The parties currently own real estate located at *510 Hidden Hills Drive, Hermitage, Davidson County, Tennessee*, which has a fair market value of *Sixty-seven Thousand and 00/100 Dollars ($67,000.00)* as per the most recent appraisal. At the present time, the following mortgages are against the property:

(1) A first mortgage to *Boatmen's National Mortgage* in the approximate amount of *Forty-eight Thousand and 00/100 Dollars ($48,000.00)*; and

(2) A second mortgage to *Tennessee Teachers Credit Union* in the approximate amount of *Seven Thousand and 00/100 Dollars ($7,000.00)*; for

(3) A total encumbrance of *Fifty-five Thousand and 00/100 Dollars ($55,000.00)*.

At the present time, there is equity in said property of approximately *Twelve Thousand and 00/100 Dollars ($12,000.00)*.

By her signature to this Agreement, the **WIFE, CHERA DIVONNE (COFFMAN) WHITTINGHILL**, hereby transfers and conveys all right, title and interest she has in and to property located at *510 Hidden Hills Drive, Hermitage, Davidson County, Tennessee*, to the **HUSBAND, BILLY ALLEN WHITTINGHILL**, subject to her being paid one-half (1/2) of the equity therein, or *Six Thousand and 00/100 Dollars ($6,000.00)*, on or ~~before sixty (60) days from the date of the filing of the divorce action.~~ 4,000.00 the date that the house is sold.

The transferring of this property from the **WIFE** to the **HUSBAND** is conditioned upon the **HUSBAND** paying to the **WIFE** the sum of ~~*Six Thousand and 00/100 Dollars ($6,000.00)*~~ Four $4,000.00 as agreed to above. In the event the **HUSBAND** does not pay this sum, the parties agree that the house and lot shall be placed on the open market and sold and the net proceeds divided equally between the parties.

During the interim period pending sale, the **HUSBAND** agrees to maintain and keep current the first and second mortgages thereon, as well as the taxes and insurance. In exchange therefor, the **HUSBAND** shall have exclusive possession of the homeplace.

AUTOMOBILES AND VEHICLES

6. The parties jointly own a *1988 Ford Mustang* automobile, V.I.N._____, which is encumbered to *First Tennessee Bank*. The **WIFE** is currently primarily obligated on this loan and the **HUSBAND** is a co-signer. The parties agree that all right, title and interest in and to the *Ford Mustang* automobile shall be awarded to the **HUSBAND** and any interest that the **WIFE** has

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

therein is hereby divested from her. The **HUSBAND** agrees to secure alternative financing within thirty (30) days from the date of the signing of this Agreement to remove the **WIFE's** name from the loan at *First Tennessee Bank*. The **WIFE** agrees to execute whatever documents are necessary to effectuate the transfer of same.

The parties currently own a *1995 Nissan Altima* automobile, V.I.N. _____. All right, title and interest that the **HUSBAND** has in and to the *Nissan Altima* automobile is hereby awarded to the **WIFE** and she shall assume, pay and hold the **HUSBAND** for the encumbrance thereon to *Nissan Motor Acceptance Corporation*. The **HUSBAND** agrees to execute whatever documents are necessary to effectuate the transfer of same.

PERSONAL PROPERTY AND HOUSEHOLD GOODS

7. All items of personal property, household goods, furniture, fixtures and appliances have been divided to the satisfaction of both parties.

ALIMONY

8. The parties agree that neither party shall have any obligation to pay alimony to the other, either in solido or in futuro.

DEBTS

9. The parties are currently jointly obligated on a note to *American General Finance* which is secured by a big-screen television. The **HUSBAND** agrees to assume, pay and hold the **WIFE** harmless for this obligation and in exchange, shall receive the television.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable

debt under 11 U.S.C. 523(5) of the *Bankruptcy Code*, this obligation being part of the financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in this Marital Dissolution Agreement.

ATTORNEY'S FEES AND COURT COSTS

10. The attorney's fee for an uncontested *irreconcilable differences* divorce is *Five Hundred and 00/100 Dollars ($500.00)*. Each party agrees to pay one-half (1/2) of this fee or *Two Hundred Fifty and 00/100 Dollars ($250.00)* prior to the granting of the *Final Decree of Divorce*.

All Court costs incurred in connection with the said divorce proceeding shall be divided equally between the parties.

In the event either party breaches any of the terms of this *Agreement* when incorporated into the *Final Decree*, the breaching party shall be responsible for paying all attorney's fees and expenses associated with the non-breaching party's enforcement of the *Decree*.

RESTORATION OF MAIDEN NAME

11. The **WIFE** shall be entitled to restoration of her maiden name "***COFFMAN***."

RELEASE OF CLAIMS

12. Except as otherwise herein expressly provided, the parties shall and do hereby mutually release, remove and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity which either of them ever had, now has or may hereafter have against the other, upon or by reason of any manner, cause or thing up to the date of the execution of this *Agreement*.

11/17/98 dpw

CW DW Husband also agrees to release wife from all actions charged to husband for outstanding debts owed for previous taxes.

CW DW Husband also agrees to pay for outstanding Utility bills during the absence time that wife, Cheri Whittington was not living at the home located on 516 Hidden Hills Dr.

IMPLEMENTING AGREEMENT

13. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this *Agreement*. The breaching party of any terms of this *Agreement* shall be responsible for payment of any attorney's fees.

FUTURE TRANSACTIONS

14. It is understood and agreed by the parties that, from the date of execution of this *Agreement*, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment has been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

TENNESSEE LAW GOVERNS

15. This *Agreement* shall be governed by the laws of the State of Tennessee.

ENTIRE AGREEMENT

16. 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.

WITNESS our hands on the day and date acknowledged below.

DATE: 11-27-96

CHERA DIVONNE WHITTINGHILL
"WIFE"

DATE: 11/27/96

BILLY ALLEN WHITTINGHILL
"HUSBAND"

6713 12/18 0101 03CHECK 44.00

STATE OF TENNESSEE)

COUNTY OF Davidson)

10293:587

Be it remembered that on this date, before the undersigned, a Notary Public in and for the said County and State, personally came the above named **CHERA DIVONNE (COFFMAN) WHITTINGHILL**, who acknowledged the signing of the foregoing *Marital Dissolution Agreement* to be her voluntary act and deed for the use and purposes therein mentioned.

WITNESS my hand and official seal this 27th day of November, 1996.

Erva C. Lord
NOTARY PUBLIC

My Commission Expires: 7-24-99

STATE OF TENNESSEE)

COUNTY OF Davidson)

Be it remembered that on this date, before the undersigned, a Notary Public in and for the said County and State, personally came the above named **BILLY ALLEN WHITTINGHILL**, who acknowledged the signing of the foregoing *Marital Dissolution Agreement* to be his voluntary act and deed for the use and purposes therein mentioned.

WITNESS my hand and official seal this 27th day of November, 1996.

Erva C. Lord
NOTARY PUBLIC

My Commission Expires: 7-24-99

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all interest the **WIFE** may have in and to certain real property hereinabove described and located at *510 Hidden Hills Drive, Hermitage, Davidson County, Tennessee*, be, and hereby is, divested from the **WIFE, CHERA DIVONNE (COFFMAN) WHITTINGHILL,** and vested in the **HUSBAND, BILLY ALLEN WHITTINGHILL**.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the **WIFE's** maiden name of ***"COFFMAN"*** shall be restored to her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be shared equally by the parties.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this *Decree*.

ENTER this 17 day of Dec., 1996, for the 17th day of December, 1996.

W. THOMAS GOODALL, Judge

APPROVED FOR ENTRY:

STATE OF TENNESSEE
SUMNER COUNTY
I, [illegible] Hughes, Clerk, do hereby certify that the foregoing is a true and correct copy of the [illegible] as appears of file or record in my office.
Witness my hand this 17 day of December, 1996.
[illegible] HUGHES, Clerk

BY: _____
Michael W. Edwards (#2721)
Attorney for the **PLAINTIFF/WIFE**
177 East Main Street
Hendersonville, TN 37075
(615) 822-0431

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing *Final Decree* has been mailed to Billy Allen Whittinghill, 510 Hidden Hills Drive, Hermitage, TN 37076, this the 17 day of December, 1996.

Michael W. Edwards