2436/1087

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MELISSA ANN ESTES,	)	
	)	
v.	)	DOCKET NO. 95D-120
	)	
WILLIAM MYRL ESTES, JR.,	)	

FINAL DECREE OF DIVORCE BOOK 10312 PG 42

This cause came on to be heard upon the 3rd day of May, 1995, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court, upon the Husband's counter Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Husband should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provision for the support and maintenance of the two (2) minor children of the parties and for the equitable settlement of any property rights between the parties.

It is ORDERED, ADJUDGED AND DECREED that the Husband, William Myrl Estes, Jr., should be and is hereby granted an absolute divorce from the Wife, Melissa Ann Estes, upon the grounds of Irreconcilable Differences, and that he should be and is hereby restored to all of 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:

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DAVIDSON COUNTY CLERK

MARITAL DISSOLUTION AGREEMENT

WHEREAS, ***MELISSA ANN ESTES***, hereinafter referred to as the "Wife", and ***WILLIAM MYRL ESTES, JR***, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for custody of the parties' minor children, and the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Wife in the Circuit Court for Davidson County, Tennessee, and docketed at number 95D-120, to which reference is specifically made; and,

WHEREAS, there are two (2) minor children born of this marriage, namely, to wit, Madalee Ann Estes (d.o.b. 01-10-89) and Madrian Elyse Estes (d.o.b. 08-03-92); and,

WHEREAS, the parties own some real property located in Davidson County, Tennessee, but no other, and some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

2. DIVORCE.

It is agreed by and between the parties that the Husband shall

proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

3. CUSTODY.

It is agreed by and between the parties that they shall have joint legal custody of the two (2) minor children of the parties, and that the Husband shall be designated as the primary physical custodian.

4. CHILD SUPPORT.

The parties acknowledge that they each have an obligation to support their two (2) minor children. The parties acknowledge that, at this time, the Husband has a greater income and earning capacity than the Wife. The Husband's average monthly gross wages are $2,666.00 as a result of his employment with the Metro Police Department. The Wife's average monthly gross wages are $1,560.00 as a result of her employment at Ajax Turner. The parties acknowledge that the Wife's child support obligation would be approximately $400.00 under the Guidelines; however, because of the difference in the incomes of the parties, the parties agree to deviate from the TN Child Support Guidelines, so that the Wife shall not pay any child support to the Husband at this time, future child support being reserved. The current addresses of the parties are as follows:

WIFE	HUSBAND
Apt. 347 Arbor East Apts. Nashville, TN 37076	6128 New Hope Road Hermitage, TN 37076

5. HEALTH INSURANCE.

It is agreed by and between the parties that the Husband will maintain health insurance for the minor children of the parties, the cost of which will be paid by him. It is further agreed that the parties will each pay one-half (1/2) of all reasonable and necessary medical, dental, vision and orthodontic expenses for the minor children that are not covered by the health insurance.

6. VISITATION.

It is agreed by and between the parties that the Wife shall have visitation privileges with the minor children of the parties

at all reasonable times and places.

7. **PERSONAL PROPERTY**.

a) Vehicles. It is agreed by and between the parties that the Wife shall own as her sole property the 1984 Chevrolet pick-up truck, which is unencumbered, free and clear of any interest or claim of the Husband. It is further agreed by and between the parties that the Husband shall own as his sole property the Saturn automobile, which vehicle is encumbered, free and clear of any interest or claim of the Wife. The Husband agrees to be solely responsible for the note encumbering this vehicle, and to indemnify and hold the Wife harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that the Wife shall own as her sole property the following items;

bed from master bedroom
desk-type side table in dining room
curio cabinet
small kitchen table and two chairs
coffee maker
iron
several towels and linens
one set of pots and pans
one set of dishes
misc. decorative craft items
bedroom TV (19", color)
end table
table and chairs for children's room
twin bed in extra bedroom
rocking chair
two lamps
tall couch table
big stereo
all of her clothes, jewelry and personal items
such other items as the parties may agree

It is further agreed by and between the parties that all other household goods owned by the parties shall be and become the sole property of the Husband, free and clear of any interest or claim of the Wife.

c) Bank and Credit Union Accounts. It is agreed that each party shall own as their sole property any and all bank and credit union accounts, being checking, savings or otherwise, that they have in their sole names. It is agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank or credit union account in the name of the other. The parties acknowledge that they have no joint bank or credit union accounts.

d) Horses and Trailer: It is agreed by and between the

parties that the Husband shall continue to keep and care for the three (3) horses owned by the parties and their children. Further, the Wife shall relinquish any claim she might have to the horse trailer, which the Husband owns with the Wife's brother.

8. **REAL PROPERTY**.

It is agreed by and between the parties that the Wife shall relinquish any interest that she might have in the real property owned by the parties located at 6128 New Hope Road, Hermitage, Davidson County, Tennessee 37076, and more particularly described below, so that the Husband shall own this as his sole property., Any interest of the Wife shall be divested from her and reinvested in the Husband. This property is more particularly described as follows:

> A small tract of land in the Fourth Civil District of Davidson County, Tennessee, being a part of Lot 8 on the Plan of the lands of Moses T. Brooks, deceased, of record in Minute Book "H", Page 690, of the County Court for said County, and described as follows:
>
> Beginning at a point in the center line of the Old New Hope Road at the Northeast corner of the land of Mrs. Florence Johnson at a stone and iron pin, and being the Southeast corner of the land in question; thence along Mrs. Florence Johnson's North line, North 88 deg West 692 feet to an iron pin at the Southwest corner of the tract in question, also in Mrs. Johnson's line; thence with said Mrs. Johnson's easterly line, North 2 deg. East 363 feet to an iron pin; thence South 88 deg. East 692 feet to the Center line of the Old New Hope Road; thence, with the center line of the same, South 2 deg. West 363 feet to the point of beginning; containing 6 acres, more or less.
>
> BEING the same property conveyed to William M. Estes and wife, Melissa Ann Estes, from Brenda W. Dugan and Cheryl Denise Sickels, both unmarried, of record in Book 9240, page 810, Register's Office for said County.
>
> This is improved property known as 6128 New Hope Road, Hermitage, Tennessee 37076.

It is further agreed by and between the parties that the Husband shall be solely responsible for the mortgage on the aforesaid real property and that he shall indemnify and hold the Wife harmless thereon.

9. **RETIREMENT BENEFITS**.

The parties acknowledge that the Husband has acquired an

interest in a retirement plan as a result of his employment with Metro Police Department, and that he has a 401K Plan which he acquired prior to the parties' marriage. The Wife agrees to relinquish any right, claim or interest that she might have in the retirement benefits of the Husband, so that he shall own them as his sole property.

10. LIFE INSURANCE.

The Husband agrees that he shall keep in effect his $50-60,000.00 whole life insurance policy, with the Wife as sole beneficiary until the parties' youngest child attains the age of 18 years. Further, the Husband agrees to keep in effect his $100,000.00 term life insurance policy with the parties' two (2) minor children as equal co-beneficiaries and the Wife as Trustee thereof, until the parties' youngest child attains the age of 18 years.

The Husband further agrees to continue to make the premium payments for the $60,000.00 term life insurance policy owned by the Wife, and the Wife agrees to name the parties' two (2) minor children as equal co-beneficiaries with the Husband as Trustee, until the parties' youngest child attains the age of 18 years.

After the parties' youngest child turns age 18, the parties shall be relieved of these obligations and shall have the right to change the beneficiaries or terminate the insurance, if they choose to do so.

11. MARITAL DEBTS.

It is agreed by and between the parties that the Wife shall be solely responsible for her Trans South loan, and for any debts she has acquired in her sole name and not set out specifically herein, and she shall indemnify and hold the Husband harmless therefrom.

It is agreed by and between the parties that the Husband shall be solely responsible for the mortgage encumbering the martial residence, the car loan for the Saturn automobile, and his credit union loans, and for any debts that he has acquired in his sole name and not set out specifically herein, and he shall indemnify and hold the Wife harmless thereon.

12. REHABILITATIVE ALIMONY.

The Husband agrees to pay to the Wife as rehabilitative alimony the sum of ONE HUNDRED ($100.00) DOLLARS per month for a period of twenty-four (24) months, commencing upon entry of the Final Decree of Divorce.

13. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

14. TAX DEDUCTION FOR CHILDREN.

It is agreed by and between the parties that the Husband shall claim the two (2) minor children of the parties as dependents for federal income tax purposes, and the Wife agrees to execute any and all forms required by the Internal Revenue Service in order to enable the Husband to claim the said deduction.

15. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees, if any, for representation in this matter.

16. COURT COSTS.

It is agreed by and between the parties that the court costs over and above the initial fees already paid by the Wife, shall be taxed to the Husband.

17. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

18. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

19. ESTATE WAIVER.

It is agreed by and 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 others property, including without limitation, dower, courtesy, 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/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

20. **ENTIRE AGREEMENT.**

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

21. **ENFORCEMENT.**

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

22. **NO OTHER ASSETS.**

The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they

have an interest.

23. NO UNDUE INFLUENCE.

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.

24. SEVERABILITY.

In the event that 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.

25. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

26. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the 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 is a non-dischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties and both parties acknowledging that they have the ability to pay their debts and liabilities as set out herein. 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 the Marital Dissolution Agreement.

27. TAX EXEMPT STATUS.

This Agreement is a transfer of appreciated property between

spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

WITNESS OUR HANDS, this _____ day of _____, 19__ as to the Wife, and this _____ day of _____, 19__ as to the Husband.

WILLIAM MYRL ESTES, JR.

MELISSA ANN ESTES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Melissa Ann Estes, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 16th day of February, 1995.

NOTARY PUBLIC

My Commission Expires: 5-12-97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, William Myrl Estes, Jr., with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 16th day of February, 1995.

NOTARY PUBLIC

My Commission Expires: 5-12-97

It is further ORDERED, ADJUDGED and DECREED that the child support shall not be reduced or prorated except upon further orders of this Court. The current addresses of the parties are as follows:

Wife	Husband
Apartment 347 Arbor East Apartments Nashville, TN 37076	6128 New Hope Road Hermitage, TN 37076

It is further ORDERED, ADJUDGED and DECREED that the Court costs over and above the initial fees already paid by the Wife should be, and are hereby, taxed to the Husband, for which let execution issue, if necessary.

ENTER this 3rd day of May, 1995.

JUDGE

APPROVED FOR ENTRY:

MARY ARLINE EVANS #12067
Attorney for Husband
214 Third Avenue North
Nashville, TN 37201
(615) 244-2070

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed to Melissa Ann Estes, Apartment 347, Arbor East Apartments, 6001 Old Hickory Blvd., Hermitage, Tennessee 37076, by United States mail, postage prepaid, this 3rd day of May, 1995.

MARY ARLINE EVANS

STATE OF TENNESSEE

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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 03 day of MAY , 19 95 , in the Case Number 95D120 between ESTES, MELISSA ANN Plaintiff, and ESTES, WILLIAM MYRL JR. Defendant, as same remains of record in Book 243B , Page 1087 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 06 day of JANUARY in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

02618874

IDENTIFICATION REFERENCE

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FELIX E. DELAUGHTER
REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

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