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

DOROTHY NADINE BAUGUS SMITH)
)
vs.) NO. 88D-314
)
ALFRED TINNO SMITH)

BOOK 10320 PG 182

FINAL DECREE

This cause came to be heard on the 12th day of April, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court in and for Davidson County, Tennessee, upon Complaint for Absolute Divorce filed by Dorothy Nadine Baugus Smith. It appears to the Court from testimony of complainant, statements of counsel, and the entire record 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 by the Court that Wife is entitled to an absolute divorce on the grounds of Irreconcilable Differences.

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, Dorothy Nadine Baugus Smith should be and hereby is, awarded an absolute divorce from Husband, Alfred Tinno Smith and that each party shall be restored to all the rights and privileges of unmarried persons. It is

FURTHER ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement be approved and ratified in full, and incorporated into this Final Decree in toto as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into by and between the parties, DOROTHY NADINE BAUGUS SMITH, hereinafter referred to as "Wife", and ALFRED TINNO SMITH, 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 presently pending a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, styled Dorothy Nadine Baugus Smith vs. Alfred Tinno Smith, Docket Number 88D-314.

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.

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. 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. Wife shall proceed to trial on the ground 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.

3. Wife shall be divested out of all right, title and interest which she may have in items of personal property belonging to and now in possession of Husband and said right, title and interest shall be vested in Husband solely except as set forth herein.

4. Husband shall be divested out of all right, title and interest which he may have in items of personal property belonging to and now in possession of Wife and said right, title and interest shall be vested in Wife solely except as set forth herein.

5. All right, title and interest which Wife may have in hand and power tools and the 10-speed bicycle shall be divested out of her and into Husband solely.

6. All right, title and interest which Husband may have in household furnishings and appliances shall be divested out of him and into Wife solely.

7. All right, title and interest which Husband may have in the homeplace located at 3222 Leawood Drive, Nashville, Davidson County, Tennessee, shall be divested out of Husband and into Wife solely.

8. Husband agrees to be responsible for any indebtedness of the parties and agrees to hold Wife harmless from same.

9. Husband shall pay to Wife the sum of $200.00 per week as alimony until such time as Wife shall die or remarry. Said alimony shall be paid by wage assignment at Husband's employment with Tennessee Pike and Supply Company, 780 Berry Road, Nashville, Tennessee.

10. All right, title and interest which Husband may have in the 1984 Buick Regal automobile shall be divested out of him and into Wife solely.

11. No modification or waiver of any 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.

12. 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.

13. 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, 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, demand, or obligations at any time hereafter for any purpose except that these parties may assert all rights that are given under this agreement.

14. 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 or coercion. The parties further agree that they have made adequate and sufficient provision by written agreement for an equitable distribution of the parties' assets.

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

16. This Agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representatives or warranties other than those expressly set forth herein.

17. The costs of this cause shall be assessed against the Wife.

18. Husband agrees to pay the sum of $250.00 to Wife's attorney within a period of sixty (60) days from the execution of this agreement.

19. Wife is being represented in this action by Martin A. Kooperman and Husband has been informed that it is perhaps in his best interest that he obtain counsel. Having been so

advised, he has chosen not to obtain counsel at this time and enters into this agreement with due and proper consideration, fully understanding its terms and provisions.

Dorothy Nadine Baugus Smith
DOROTHY NADINE BAUGUS SMITH

Alfred Tinno Smith
ALFRED TINNO SMITH

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Dorothy Nadine Baugus Smith, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of her knowledge, information and belief.

This the 14th day of Jan., 1988.

NOTARY PUBLIC

My commission expires:

10-24-88

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Alfred Tinno Smith, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of his knowledge, information and belief.

This the 15th day of January, 1988.

NOTARY PUBLIC

My commission expires:

1/9/91

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the alimony payments of $200.00 per week provided for in paragraph 9 of the Marital Dissolution Agreement shall be paid by wage assignment and deducted from the paycheck of Alfred Tinno Smith with his employment at Tennessee Pipe and Supply Company, 780 Berry Road, Nashville, Tennessee or any other employer within whose employment he may become employed. It is

FURTHER ORDERED, ADJUDGED AND DECREED that said wage assignment shall be in effect immediately upon execution of this Order and that Tennessee Pipe and Supply Company, 780 Berry Road, Nashville, Tennessee, shall withhold $200.00 per week plus the Clerk's lawful commission of 5%, all totalling $210.00 each and every week from the paycheck of Alfred Tinno Smith and shall forward same to the Clerk of the Circuit Court, Metropolitan Courthouse, Nashville, Tennessee 37201 under Docket Number 88D-314 until further orders of this Court. It is

FURTHER ORDERED, ADJUDGED AND DECREED that failure to comply with this Order will result in a judgment being entered against said employer and successor employers fifteen (15) days after receipt and until further orders of this Court. It is

FURTHER ORDERED, ADJUDGED AND DECREED that this wage assignment shall not be used as a basis for discharge or disciplinary action against the Father. It is

FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk's office shall disburse child support payments to Dorothy Smith, 3222 Leawood Drive, Nashville, Tennessee. It is

FURTHER ORDERED, ADJUDGED AND DECREED that any change of employer or change of address shall be immediately reported to this Court. It is

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

FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest in the real property belonging to the parties shall be vested solely in the Wife and shall be effectuated by the filing of a copy of this Final Decree in the Office of the Register of Deeds for Davidson County, Tennessee, to wit, the property located at 3222 Leawood Drive, Nashville, Tennessee, a better description of which follows:

> Land in the 13th Civil District of Davidson County, Tennessee, being Lot No. 24 on the Plan of Bordeaux Hills Addition, as of record in Book 4460, page 9, Register's Office for Davidson County, Tennessee, to which plan reference is here made for description.
>
> BEING the same property conveyed to S. K. Grayson and wife, Frances E. Grayson by deed from Willie P. Whitsey and wife, Ethel M. Whitsey, of record in Book 5318, page 929, Register's Office for said County.
>
> This conveyance is made subject to restrictions, easements, etc. as of record in Book 4495, page 859 and Book 4460, page 9, said Register's Office.

ENTERED this 27th day of April, 1988.

Muriel Robinson

HONORABLE MURIEL ROBINSON
Judge of the Fourth Circuit

APPROVED FOR ENTRY:

Martin A. Kooperman

MARTIN A. KOOPERMAN
Attorney for Wife
One Church Street-Suite 300
Nashville, TN. 37201
(615) 242-3416

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Mr. Alfred Tinno Smith, c/o Tennessee Pipe and Supply Company, 780 Berry Road, Nashvile, TN. and to Tennessee Pipe and Supply Company, Attention: Payroll Department, 780 Berry Road, Nashville, TN. on this 22nd day of April, 1988.

Martin A. Kooperman

MARTIN A. KOOPERMAN

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 27 day of APRIL , 19 88 , in the Case Number 88D314 between SMITH, DOROTHY NADINE Plaintiff, and SMITH, ALFRED TINNO Defendant, as same remains of record in Book 169B , Page 27 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 15 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 B. Goodwin
Deputy Clerk

SEAL

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

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IDENTIF. & REFERENCE
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