BOOK 10537 PG 912

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 MAY 23 PM 4:

TERESA MENDEZ,)
)
Plaintiff,)
)
VS.) NO. 93D-474
)
JOHN EDMOND MENDEZ,)
)
Defendant.)

FINAL DECREE

This cause came on to be heard on the 23rd day of May, 19 97, before the Honorable ~~Muriel Robinson~~ John P. Brown sitting by interchange, Judge ~~of~~ the Fourth Circuit Court for Davidson County, Tennessee, upon the Counter Complaint for Divorce filed by the Defendant in this cause, John Edmond Mendez. Based upon the testimony of the Defendant, statements of counsel for the Defendant, the Plaintiff being before this Court having entered into a written notarized Marital Dissolution Agreement, making specific reference to this action by cause or docket number, and by signing of such Agreement, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences; and,

IT IS THEREFORE ORDERED, ADJUDGED and DECREED:

1. That the Defendant, John Edmond Mendez, is hereby awarded an absolute divorce from the Plaintiff, Teresa Mendez, on the grounds of Irreconcilable Differences, T.C.A. Section 36-4-103, and is hereby restored to all rights and privileges of an unmarried person. Pursuant to T.C.A. Section 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights and obligations between the parties; and further they have made adequate and sufficient provisions for the custody and support of their minor children at this time. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

MARITAL DISSOLUTION, CHILD CUSTODY
AND SUPPORT AGREEMENT

97 MAY 23 PM 4:

THIS AGREEMENT is hereby entered into this 25 day of April, 1997, by and between TERESA MENDEZ, hereinafter referred to as "Wife", and JOHN EDMOND MENDEZ, hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which are irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties captioned as Teresa Mendez v. John Edmond Mendez, Case No. 93D-474; and,

WHEREAS, it is the decision of the parties insofar as they are able with the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, child custody rights, obligation for the 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 effective with respect to all of their property and other matters and concerns subject to the approval of a Court of competent jurisdiction; and,

WHEREAS, both of these parties have been advised of their respective rights, obligations and responsibilities, one to the other, or have had the opportunity to have been so advised by counsel;

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

1. Each party shall be free from the interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other or compel or endeavor to compel the other to cohabit from this date hereafter.

2. CUSTODY AND VISITATION --

The parties are the parents of two (2) minor children, Jonathon Andrew Mendez, born July 5, 1981 (age 15-1/2), and Kelly

Carter Mendez, born August 9, 1983 (age 13-1/2). It is agreed that the parties shall have joint custody of the minor children, with the right to primary possession vested in the Husband. If there is a dispute involving what is in the best interests of the children, the Husband's decision shall control. Reasonable rights of visitation are granted to the Wife to at least the extent that is normally granted by the Court, i.e., visitation shall be every other weekend commencing at 6:00 P.M. on Friday and ending at 6:00 P.M. on Sunday evening and she shall be allowed visitation on Wednesday nights from 6:00 P.M. until 8:00 P.M. It is agreed that the above recital does not restrict the parties to mutually agree on additional time periods for visitation by the Wife upon reasonable notice to the Husband of her desire to exercise additional visitation, and Husband's concurrence therewith, including those times agreeable with Husband when he works overtime. Holiday visitation will include Mother's Day with the children to be with the Wife, and Father's Day with the children to be with the Husband, and all other Holidays from 6:00 P.M. on the eve of the Holiday until 8:00 P.M. on the evening of the Holiday (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Easter) to be alternated each year between the parties. Christmas Holidays will be divided between the parties. One parent shall exercise visitation for one week before Christmas until 9:00 P.M. on Christmas Eve with the children and the other parent shall have the children from 9:00 P.M. on Christmas Eve for one week after Christmas Eve until 6:00 P.M. New Year's Eve, with this Christmas schedule to be alternated each year between the parties. The Wife shall exercise Christmas visitation with the parties' minor children for the year 1997 for one week before Christmas until 9:00 P.M. on Christmas Eve. Thereafter, each year, Christmas Holidays shall be alternated as above set out. The children's birthdays will be split between the parties each year. The Wife is also hereby granted extended Summertime visitation of two (2) weeks during the Summer with the child, the exact dates to be worked out between the parties.

Husband shall notify Wife of any emergency situation or illness (lasting more than three days) involving the children.

Pursuant to T.C.A. §36-6-103 and §36-6-104, Wife shall be entitled to the children's medical records to be furnished by their treating physician or treating hospital upon her written request, as well as a copy of the children's report cards upon written request to the school.

Neither party shall move from the Middle Tennessee area, as geographically defined, without first giving the other party at least ninety (90) days' written notice of such intent to move so as to allow that party to petition the Court for appropriate relief regarding the protection of his or her custodial and/or visitational rights.

3. CHILD SUPPORT --

Child support shall be paid direct by Ms. Mendez to Mr. Mendez at the present support level of $85.00 per week, which meets or is in compliance with the Tennessee Child Support Guidelines, said sum being equivalent to 32% of Ms. Mendez's net self-employment income, at the following address:

Mr. John Edmond Mendez
124 Scenic View Drive
Old Hickory, TN 37138

commencing on the first Friday after execution of this Agreement, for the care, maintenance, and support of the parties' minor children, with a like sum due and payable every week thereafter pending further Orders of this Court. Pursuant to T.C.A. §36-5-101(8), the parties affirmatively acknowledge that no action by them will be effective to reduce child support after the due date of each payment, 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. Unless specifically Ordered by the Court, such support shall not be reduced nor pro-rated.

4. HEALTH INSURANCE --

With regard to health insurance for the minor children, the Husband hereby agrees to pay for, maintain, and keep in full

force and effect his group health insurance policy, with weekly payments of $19.47 per week, said amount to be reimbursed weekly to Husband from Wife, for such health insurance currently in effect through his employer, O.M.C. Fishing Group.[1]

Any health care expenses incurred on behalf of the minor children of the parties, falling within the deductible or not covered by any applicable insurance, shall be borne equally between the parties, including medical, dental, hospitalization, prescription, optic, or orthodontic charges.

5. The current address of the Wife is as follows:

Teresa Mendez
309 Harrington Avenue
Madison, TN 37115

The current address of the Husband is as follows:

John Edmond Mendez
124 Scenic View Drive
Old Hickory, TN 37138

At all times, both parties agree to provide the other with their current work and home addresses and telephone numbers while the children are minors.

6. PERSONAL PROPERTY & AUTOMOBILES --

The parties have heretofore divided their personal property. Wife shall retain the 1986 Oldsmobile Cutlass automobile and the household furnishings and appliances in her possession. Husband shall retain the 1992 GMC Sonoma truck, and the personal property in his possession. Each party will be responsible for any indebtedness on their respective vehicles.

Each party waives any and all rights to the separate property of the other and agrees that settlement of their property herein provided shall constitute the permanent division and settlement thereof.

7. BANK ACCOUNTS AND PENSION PLANS --

Each party shall retain in their respective name their bank accounts, savings accounts, Certificates of Deposit and other investments, free of any right, title or claim of the other.

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[1]The total weekly payment, including child support of $85.00 per week and health insurance of $19.47 per week, will be $104.47 per week.

With regard to the 401K Pension Plan through O.M.C. Fishing Group, Hewitt & Associates, Waukegan, Illinois, Husband is vested with the sole funds maintained in that account, free of any right, title or claim of the Wife. If it becomes necessary to prepare a Qualified Domestic Relations Order, both parties will cooperate to execute such instruments necessary to implement the terms of this paragraph.

8. DEBTS --

It is agreed that the Sears, Castner Knott, and Lowes credit card accounts have been paid in full, as well as the P.A.S. account. The Master Card account jointly owned by the parties has been closed and there is no indebtedness. Neither party will make any further charges on these accounts so as to bind or obligate the other party. If any party has made a charge on the aforestated accounts, that party shall be responsible and assume, indemnify, and hold the other party harmless from any liability arising therefrom. It is certified by Ms. Mendez that she has paid the foregoing debts and based upon her certification, there are no outstanding bills owing at this time.

Husband shall be responsible for his GMAC truck note on the Sonoma truck and Wife shall be responsible for any liability owed on the 1986 Oldsmobile Cutlass automobile.

Each party shall hold the other party harmless and shall indemnify them from any further liability on these debts assumed as provided herein.

The parties acknowledge that an inducement to this Agreement is the current and timely payment of all indebtedness assumed by either party. Both parties agree to maintain their respective debt payments assumed as provided herein on a timely and current basis, so as not to affect the other party's credit.

9. WIFE'S BUSINESS -- SOLE PROPRIETORSHIP --

Wife owns and operates a beauty and barber salon. It is agreed that all right, title and interest of Husband in such business is herein divested out of Husband and reinvested in the

sole name of Wife. Wife shall assume, indemnify and hold Husband harmless from any indebtedness arising out of such business.

10. REAL ESTATE --

The parties are the owners of a house and lot located at 124 Scenic View Drive, Old Hickory, Davidson County, Tennessee 37138. It is agreed that the Wife shall quitclaim and convey all of her right, title and interest in the residence to Husband, and that the Husband shall assume responsibility for payment of the mortgage thereon to First American National Bank, and indemnify and hold Wife harmless from any liability resulting from his failure to pay said mortgage when due, said property being more particularly described as follows:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:
>
> Land being in the Fourth Civil District of Davidson County, Tennessee, being Tract No. 2 on the unrecorded plan of H. A. Youngblood's Subdivision, described according to a map by Cantrell, Connel and Morrisson, May, 1954, as follows:
>
> Beginning at a point in the southwesterly margin of Scenic View Drive, a corner of Tracts 1 and 2; thence with the line between said tracts, South 42 degrees 13 minutes West 135 feet to the line of Tract 22; thence with the line between Tracts 20 and 22, North 47 degrees 47 minutes West 55.5 feet to a point, a corner of Tract 3; thence with the line between Tracts 2 and 3, North 42 degrees 13 minutes East 135 feet to a margin of Scenic Drive; thence with the margin of the same, South 47 degrees 47 minutes East 55.5 feet to the point of beginning.
>
> Being the same property conveyed to John E. Mendez and wife, Teresa Mendez, by deed from Joe L. Rhea and wife, Sue A. Rhea, Guy Lee and wife, Clysta Lee, and Patricia Baugus, unmarried, of record in Book 7889, page 409, Register's Office for Davidson County, Tennessee.
>
> This is improved property generally known as 124 Scenic View Drive, Old Hickory, Tennessee 37138.

11. 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 acknowledge that these obligations are non-dischargeable under subsection (e) of 11 U.S.C. 304, each party acknowledging that they have the ability to pay the debts as set out herein.

12. 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 is a division of property by co-owners.

13. Each party shall be responsible for his or her own debts that each party incurred after the parties' separation, except as provided herein, holding the other party harmless from any liability or obligation thereon. For any indebtedness not herein disclosed or set out, it is agreed that each party shall be responsible for that indebtedness in the same manner and under the same legal relationship and obligation as when those respective debts were incurred, except as otherwise stated in this Agreement.

14. Both parties agree to pay their own respective attorneys' fees for services rendered in this matter. The Court costs shall be divided equally between the parties, for which execution may issue if necessary.

15. In consideration of the foregoing covenants, promises, and undertakings, both parties waive any and all claim for alimony against each other, past or present or future.

16. In the event a creditor of either party seeks to compel the other party 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 other 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.

17. 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.

18. 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

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hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party waives and relinquishes to the other all right or claims which they may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, rights 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 the parties, individually or jointly, or any property that either of them may acquire in the future.

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

20. In the event any provision of this Agreement shall be held invalid in a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

21. It is understood and agreed between the parties 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 and conditions of this Agreement, including a Qualified Domestic Relations Order if necessary.

22. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties.

23. It is agreed by and between the parties that the Husband may proceed with his Counter Complaint for Absolute Divorce in the Fourth Circuit Court for Davidson County, Tennessee, or any court of competent jurisdiction, on the grounds of irreconcilable differences and present the foregoing Agreement as evidence of the agreement between the parties in distributing the marital estate and resolving all matters involving the marital estate and shall be allowed to obtain a divorce in the Fourth Circuit Court for

Davidson County, Tennessee, or any other court of competent jurisdiction upon the grounds of irreconcilable differences.

IN WITNESS WHEREOF, we have hereunto set out signatures this the 25 day of April, 1997.

Teresa B. Mendez
TERESA MENDEZ, "WIFE"

John Edmond Mendez
JOHN EDMOND MENDEZ, "HUSBAND"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Glenda S. McAdams, a Notary Public in and for said County and State, TERESA MENDEZ, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 25 day of April, 1997.

MY COMMISSION EXPIRES:
5-24-97

Glenda S. McAdams
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Glenda S. McAdams, a Notary Public in and for said County and State, JOHN EDMOND MENDEZ, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 25 day of April, 1997.

MY COMMISSION EXPIRES:
5-24-97

Glenda S. McAdams
NOTARY PUBLIC

2. That the monthly child support as approved in this Order shall not be reduced or pro-rated without Court approval.

3. That the costs of this cause shall be divided equally between the parties, for which execution may issue if necessary.

ENTER this 23 day of May, 1997.

JUDGE John P. Brown
By Interchange

APPROVED FOR ENTRY:

PHILIP W. DUER
ATTORNEY FOR DEFENDANT
214 Third Avenue, North
P. O. Box 190638
Nashville, TN 37219-0638
(615) 244-2070
Tennessee Supreme Court
Registration No. 4647

Mail

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been mailed by U. S. Mail, postage pre-paid, on this the 23rd day of May, 1997 to the following:

Ms. Patricia Mayes
Attorney for Plaintiff
227 Second Avenue, North
Nashville, TN 37201

PHILIP W. DUER

cc: Mr. John E. Mendez

0328937
IDENTIFICATION REFERENCE
97 JUL 22 AM 10:47
DAVIDSON COUNTY, TN
7400 07/22 0101 03CHECK 40.00

BOOK 10537 PG 923

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 23 day of MAY , 19 97 , in the Case Number 93D474 between MENDEZ, TERESA Plaintiff, and MENDEZ, JOHN EDMOND Defendant, as same remains of record in Book 269B , Page 1391 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 16 day of JULY in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By C.A. Cullom
Deputy Clerk