2360/2089

FILE BOX 45

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

94 NOV 15 PM 4:49

RICHARD ... CLERK

MICHAEL FOLLIS)
Plaintiff)
)
vs.) Docket No. 93-D-1463 D.C.
)
REGINA FOLLIS)
Defendant.)

BOOK 10579 PG 269

FINAL DECREE

This cause came on to be heard on this 15th day of November 15, 1994, before the Honorable Muriel Robinson, Judge, upon the Complaint of Divorce filed on April 16, 1993, as amended on August 9, 1993, the parties Marital Dissolution Agreement (signed by Plaintiff on October 14, 1994, and by Defendant on October 6, 1994), upon sworn testimony of the Plaintiff in open court, statements of Plaintiff's attorney, and the entire record herein; from all of which the court finds that the allegations of the Complaint are sustained by the proof; and that the parties have irreconcilable differences. The court further finds that the Marital Dissolution Agreement makes for the equitable settlement of any and all property rights between the parties, and makes adequate and sufficient provision for the custody and maintenance of the parties' minor children.

The parties addresses are as follows:

HUSBAND:	WIFE:
Michael Wayne Follis	Regina Lynn Follis
3143 East Lake Dr.	1832 Preston St., Apt C
Nashville, TN 37214	Radcliff, KY 40160

Upon oral motion of the Plaintiff, the Amended Complaint For Divorce is amended by adding to Section 1, subsection q, the place of the marriage of the parties as Nashville, TN.

It is therefore ORDERED and ADJUDGED that the Plaintiff, Michael Follis, is awarded an absolute divorce from the Defendant, Regina Follis, and the parties are restored to all the rights and privileges of unmarried persons.

It is further ORDERED and ADJUDGED that the Marital Dissolution Agreement executed by the parties is approved by the court and incorporated herein as follows:

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

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MICHAEL FOLLIS,
3143 Eastlake Drive
Nashville, TN

Plaintiff,

vs.

REGINA FOLLIS,
1832 Preston St., Apt. C
Radcliff, KY 40160

Defendant.

BOOK 10579 PG 270

DOCKET NO. 93D-1463

FILE BOX 45

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between Michael Follis, hereinafter called Husband, and Regina Follis, hereinafter called Wife.

WHEREAS, these parties have been married since October 4, 1989, and there have been two minor children born of this marriage, namely Robert Wayne Follis, born August 2, 1992; and Dennis Michael Follis, born August 2, 1992; and,

WHEREAS certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee a suit for divorce between the parties, being Michael Follis v. Regina Follis, Docket No. 93D-1463; and

WHEREAS, the parties desire to enter into an agreement with regard to the respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested,

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. **CUSTODY.** Husband shall have sole care, custody and control of the parties' minor children. Husband will, however, consult with Wife before making major decisions concerning the children. The parties will attempt in good faith to compromise on such major decisions. If they cannot reach agreement, the Husband's decision shall control.

2. **VISITATION**. Wife shall have visitation with the parties' minor children every other weekend from Friday at 6:00 p.m. until Sunday at 4:00 p.m. In even numbered years, Wife shall have visitation with the parties' minor children on Easter, the Fourth of July, Thanksgiving Day, and the week commencing at noon on Christmas Day and ending on New Years Day. In odd numbered years, Wife shall have visitation with the parties' minor children on Memorial Day, Labor Day, the week ending at noon on Christmas Day, and during spring vacation. In addition, Wife shall have visitation with the parties' minor children two weeks each June and two weeks each August. Wife shall give Husband at least two weeks advance written notice of her intent to exercise visitation during June and August. The parties shall attempt in good faith to resolve any scheduling conflicts.

Wife shall give Husband three days advance notice when she is unable to exercise weekend visitation with the parties' minor children. Should Wife fail to provide such notice, she shall reimburse Husband for additional child care expenses up to $50.00 per weekend.

3. **CHILD SUPPORT**. Wife is currently working only part-time. Wife has the capacity, however to earn gross pay of approximately $800.00 per month. In accordance with the Child Support Guidelines, Wife would be obligated to pay $50.00 per week as child support. Wife is unable to carry group medical insurance on the parties' minor children, but such insurance is available through Husband's employment at a cost of approximately $30.00 per week. In accordance with the Child Support Guidelines, Wife shall pay child support in the amount of $65.00 per week, said payments to be made through the Circuit Court Clerk, 506 Metropolitan Courthouse, Nashville, TN 37201, together with the Clerk's lawful fee of 5% ($3.25), for a total weekly payment of $68.25, beginning on the 18th day of November, 1994.

TTM DATE for Garn. Fees by Auditor

DAF for by direction TTM

Husband shall be awarded a judgment of $1430.00 for pendente lite child support arrearage, which shall be paid in addition to and together with the regular child support at the rate of $10.00 per week, plus the Clerk's fee of 5%, for a total weekly payment of $10.50 on this judgment until it is paid in full.

The parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the date of each payment and they understand that Court approval must be obtained before child support can be reduced or terminated.

4. **MEDICAL AND DENTAL EXPENSES**. Husband shall maintain medical insurance covering the parties' minor children and available to him as a result of his employment. Each party shall pay one-half of any medical, dental, or hospital expenses not covered by said insurance.

5. **REAL PROPERTY**. During the course of this marriage, the parties acquired real property located at 3143 Eastlake Drive, Nashville, TN and more particularly described as follows:

> Land in Davidson County, Tennessee being Lot Number 72-B, Eastlake Subdivision, Zone Lot Division, Lots 22-28, and 68-83, recorded in Book 5800, page 151, Register's Office for Davidson County, to which Plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Michael Follis and wife, Regina L. Follis, by Deed from Jerry D. Butler, and wife, Georgia Butler, recorded in Book 8618, page 454, Register's Office for Davidson County, TN.

The parties have equity in said real property in the approximate amount of $6,000.00. Husband shall be awarded this property free and clear of any interest or claim of Wife and any interest of the Wife shall be divested from her and vested in Husband. He Husband will be responsible for the mortgage payments on the property and the Wife will be held harmless for this debt.

TTM
DAF

6. **PERSONAL PROPERTY**. The parties have already divided between themselves all items of tangible personal property. It is agreed that each party shall own as their sole property all items of personal property now in that party's possession.

7. **DEBTS**. It is agreed that each party shall be responsible for the payment of any debts or charges which are presently listed in his or her name.

8. **ATTORNEY FEES**. Each party shall be responsible for his or her own attorney fees, if any.

9. **COURT COSTS**. Husband shall pay the court costs of this action.

10. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing which shall be reasonable required for the purpose of effectuating the provisions and intent of this Agreement.

11. This Agreement, subject to court approval, shall be incorporated in and made a part of any Decree of Divorce which may be entered hereafter.

12. 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 herein set forth.

13. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT THIS AGREEMENT IS ENTERED INTO WITHOUT ANY UNDUE INFLUENCE, FRAUD, COERCION OR MISREPRESENTATION OR FOR ANY REASON NOT HEREIN STATED. EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, THAT IT IS FAIR AND EQUITABLE, AND THAT IT IS BEING ENTERED INTO VOLUNTARILY. EACH PARTY AGREES TO ABIDE BY THE PROVISIONS OF THIS AGREEMENT.

WITNESS our hands on the day and date written below.

STATE OF TENNESSEE)
) s.s.
COUNTY OF DAVIDSON)

MICHAEL FOLLIS

Sworn to and subscribed before me this 14th day of October, 1994.

NOTARY PUBLIC

My commission expires: Jan. 24, 1998

STATE OF Ky)
) s.s.
COUNTY OF Hardin)

REGINA FOLLIS
Regina Lynn Blair

Sworn to and subscribed before me this 6 day of October, 1994.

NOTARY PUBLIC

My commission expires: 11-98

It is further DERED and ADJUDGED that t. Circuit Court Clerk will disburse payments to the Plaintiff, Michael Follis.

It is further ORDERED and ADJUDGED that the Plaintiff shall pay the litigation tax and costs of this cause, for which execution may issue if necessary.

Entered this 15th day of Nov., 1994 BOOK 10579 PG 275

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

THURMAN T. MCLEAN, JR.
Attorney for Plaintiff
221 4th Avenue, North, 5th Floor
Nashville, Tennessee 37219
(615) 255-7443
Reg. No. 3915

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of divorce was mailed to Mr. Davis Ettinger, Attorney for the Defendant, 211 Union St., Suite 800, Nashville, TN 37201, this 15th day of November, 1994.

THURMAN T. MCLEAN, JR.

FILE

STATE OF TENNESSEE

BOOK 10579 PG 276

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 15 day of NOVEMBER , 19 94 , in the Case Number 93D1463 between FOLLIS, MICHAEL Plaintiff, and FOLLIS, REGINA Defendant, as same remains of record in Book 236C , Page 2087 of the Minutes of said Court.

03105147

IDENTIFICATION REFERENCE

97 AUG 22 PM 2:11

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 19 day of AUGUST in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By B. Goodman
Deputy Clerk

SEAL

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