FILED

211A/235

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY

DEBORAH KAREEN PRIMM
Plaintiff

Vs.

TERRY WAYNE PRIMM
Defendant

No. 92D-2487

BOOK 10672 PG 922

FINAL DECREE

This cause came on to be heard on the 3rd day of November, 1992, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce, Marriage Dissolution Agreement submitted to the court for approval, and the entire record. The Court is of the opinion that there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible. The Court further finds that the Marriage Dissolution Agreement submitted to the Court for approval is fair and equitable and the Court affirmatively finds that it should be approved and made the order of this Court.

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff, Deborah Kareen Primm, is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Marriage Dissolution Agreement submitted to the Court for approval is hereby approved and made the ORDER of this Court and is in words and figures as follows:

RECORDERS NOTE
LEGIBILITY OF WRITING, TYPING
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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

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IDENTIF. & REFERENCE

BOOK 10672 PG 923

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MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is entered into this 3rd day of November, 1992, by and between Deborah Kareen Primm, hereinafter referred to as "wife", and Terry Wayne Primm, hereinafter referred to as "husband", both parties being citizens and residents of Davidson County, Tennessee.

WITNESSETH

WHEREAS, these parties have been married since May 6, 1978, and there have been born to this union two minor children, namely, Amber Renee Primm, born August 1, 1980, and Terry Wayne Primm, Jr., born May 8, 1987;

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court for Davidson County, Tennessee, and they have no expectation of resuming their marital relationship;

WHEREAS, the parties desire to enter into an agreement with regard to their 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; and

WHEREAS, the parties hereto agree that the provisions herein will be incorporated into a Final Decree of Absolute Divorce, subject to the approval of the Fourth Circuit Court for Davidson County, Tennessee.

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. CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

2. TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between the spouses is connection with a

divorce, and is not a sale or exchange or other disposition, but represents a division of marital properties by co-owners. The parties agree to execute any and all documents necessary or required in connection with the transfer or division of marital properties or assets.

3. TRIAL: The wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences and shall be restored to all the rights and privileges of an unmarried person.

4. CHILD CUSTODY: The parties are the parents of two minor children born to this marriage, Amber Renee Primm, born August 1, 1980, and Terry Wayne Primm, Jr., born May 8, 1987.

It is the intention of the parties that each of them shall continue having a full and active role and providing a sound moral, social, economic and educational environment for the children and continue that support which the children have received to date. Decisions concerning the children shall be made only after consideration given to the best interest of the children. The parents shall consult with one another in questions relating to religious upbringing, educational programs, social environment, and non-emergency health care of the children. Each parent shall have access to information concerning the children, such as school, medical, and dental records. In accepting the broad grant of privilege conferred by this custodial agreement each of the parents specifically recognizes that these powers shall not be exercised for the purposes of frustrating, denying or controlling in any manner the social or vocational development of the other parent. Each parent shall exert his or her best effort to work cooperatively in future plans consistent with the best interest of the children and amicably resolving such disputes as may arise.

Each of the parties shall exert every effort to maintain free access and unhampered contact between the children and the other parent and to foster a feeling of affection between the children and the other parent. Neither parent shall do anything which

would estrange the children from the other or which would impair the children love and respect for each of the parents.

The parties agree that the wife is a fit and proper person to have the exclusive care, custody and control of the minor children of the parties.

5. VISITATION: Husband shall have visitation rights with the parties' minor children every other week-end from Friday at 6:00 P.M. until Sunday at 6:00 P.M. Husband shall pick up the children at Wife's residence and shall return the children to Wife' residence. Visitation is for the benefit of the minor children.

The parties mutually agree that they shall share custody of their minor children on major holidays. ie. Christmas Eve, Christmas Day, Thanksgiving, New Years Eve and New Years Day with each having the children one-half (1/2) day. All other major holidays, Memorial Day, July 4, Labor day and the children's birthdays the parties will agree that these days will alternate, so that in the course of two years each party will have visitation with the parties' minor children on each of the above days. The parties further agree that the mother shall have the parties' minor children on Mother's Day and the father shall have the parties' minor children on Father's Day.

Husband shall have two (2) weeks of uninterrupted summer visitation with the parties' minor children while the children are out of school during the summer months. Said summer visitation shall be at a time mutually agreed upon by the parties.

6. GENERAL WELFARE: It is further agreed between the parties that they will always conduct themselves in such a manner as to be conducive to the welfare and best interest of the minor children. The parties shall promptly notify each other in the case of the minor children's serious illness while in his or her physical custody.

7. CHILD SUPPORT: Husband agrees to pay to the wife the sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS per month for the support and maintenance of the parties' minor children,

which sum represents 32% of the husband's gross income of $1,966.66 per month. Said payments of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS shall be payable in equal installments of $250.00 with said installments being due and payable on the 10th and 25th of each and every month beginning July 25, 1992, and shall continue on the 10th and 25th day of each month thereafter until said children shall reach their age of majority or otherwise become emancipated. The child support shall not be deemed pro-rated in equal shares among the parties' minor children. Unless specifically ordered by the Court, the child support of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS per month shall not be reduced.

8. HEALTH CARE EXPENSE: Husband shall obtain and maintain hospitalization and major medical insurance covering the parties' minor children. Husband shall maintain hospitalization and major medical insurance covering the minor children of the parties at all times while the children are minors. If said hospitalization and major medical and dental insurance is available in connection with husband's employment and husband's employment terminates, husband shall obtain and maintain other medical, hospitalization and dental insurance covering the parties' minor children. Husband shall furnish to wife the name of the insurance company, the group number (if the policy is a group policy) and policy number. Husband shall furnish to wife all documents necessary for the submission of claims for benefits under said insurance. Husband shall, upon wife's demand, exhibit to wife evidence that the said insurance is in full force and effect. The parties agree that they shall share equally all medical and dental expenses not covered by said insurance, including, but not limited to, deductibles and coinsurance payments. Medical expenses include eyeglasses. Dental insurance shall include orthodontia.

9. LIFE INSURANCE: Each party will maintain a policy of life insurance with the parties' minor children as co-beneficiaries. Neither party shall not pledge, borrow against, or encumber said insurance policies. Each party shall at the request

of the other party exhibit evidence that the said insurance is in full force and effect, and that the children are the sole and equal beneficiaries as required above.

10. The Husband shall be responsible for the payment of insurance premiums on existing life insurance policies on the life of the minor children and shall hold the wife harmless thereon.

11. INCOME TAX EXEMPTION: The wife shall claim the parties' minor children as dependents for income tax purposes. The parties agree to execute the necessary forms as may be required by the Internal Revenue Service.

12. HOUSEHOLD GOODS AND FURNISHINGS: The parties hereby agree that the husband shall receive the following items of personal property presently located in the parties residence at 2317 Demarius Drive, Nashville, Tennessee, to wit:

1. Stereo
2. Recliner
3. Chair
4. Console TV
5. All furniture which was a gift from his Grandmothers.

The husband shall be responsible for any debts owed on said items of personality and shall hold the wife harmless thereon. All remaining items of personal property located in the parties' residence at 2317 Demarius Drive, Nashville, Tennessee, shall be divested from the husband and shall be vested in the wife as her sole and separate property and the wife shall be responsible for any debts owed on said property and shall hold the husband harmless thereon.

13. OTHER PERSONAL PROPERTY: The wife shall have the exclusive right, title and interest in one 1977 Oldsmobile Cutlass automobile and the husband hereby relinquishes any claim to said vehicle. The husband shall execute any documents necessary to effectuate the transfer of title to wife.

The husband shall have the exclusive right, title and interest in one 1975 Chevrolet Pick-up truck, Motorcycle and Three Wheeler and the wife hereby relinquishes any claim to said vehicles. The

wife shall execute any documents necessary to effectuate the transfer of titles to Husband.

14. REAL ESTATE: The parties currently own a house and lot known as 2317 Demarius Drive, Nashville, Tennessee 37216. The parties mutually agree that the house and lot shall remain vested in the parties as Tenants in Common after the divorce, and the wife shall continue to peacefully occupy the premises, for the benefit of the minor children, until the youngest child shall have attained the age of eighteen (18) years. Upon the youngest child reaching the age of eighteen (18) years the parties agree that the property shall be sold and the proceeds from such sale shall be divided as follows between the parties:

a) The parties agree that the current fair market value of the real estate is $65,000.00, the balance of the current mortgage is $26,000.00, the parties are indebted to the Husbands parents in the amount of $13,000.00, the parties further agree that the husband's current equity is $13,000.00.

b) The parties agree that if the wife elects to sell the real estate prior to the youngest child having attained the age of eighteen (18) the wife shall pay to the husband $13,000.00 which sum represents the Husband's equity in the real estate.

c) The parties further agree that if the real estate is sold prior to the youngest child having attained the age of eighteen (18) years the parents of the Husband shall be paid the $13,000.00 owing them as a loan for improvement of the property.

d) The parties further agree that if the wife shall remarry before the youngest child having attained the age of eighteen (18) years and the wife elects to remain in the parties residence she shall have the option of remaining in the home and paying to the Husband the amount of $13,000.00, which sum represents his equity in the real estate, and paying to the Husband's parents the sum of $13,000.00 as repayment of the loan for home improvements.

e) The parties further agree that should the wife elect to sell the said property prior to the youngest child attaining the

age of eighteen (18) years then, in that event, the husband shall have the right of first refusal to purchase the wife's one-half (1/2) interest in said property at the then curren fair market value.

Said property is more specifically described in Book 5488 Page 781, of the Register's Office, Davidson County, Tennessee, as follows:

> Being Lot No. 38 on the Plan of Riverwood Heights Subdivision, of record in Book 1835, page 42, Register's Office for Davidson County, Tennessee, to which reference is here made for a more complete and accurate description.
>
> Being the same property conveyed to A. Melvin Primm, Jr. and wife, Lida Mae Primm by deed from Deane Jenne, executor of the estate of John Henry West, Sr., of record in Book 5470, page 812, Register's Office for Davidson County, Tennessee.

The wife shall have assume the payment of the monthly mortgage in the approximate amount of $331.00 per month. The wife shall be responsible for all maintenance on said property and shall hold the Husband harmless thereon.

15. MARITAL DEBTS: The parties currently have an outstanding loan from Nashville Bank of Commerce with an approximate balance of $15,000.00. Said loan was obtained for the payment of certain marital debts of the parties and for the purchase of vending machines used by the wife in her business. The parties mutually agree that repayment of the debt shall be a joint responsibility of the parties and the wife shall repay $12,500.00 and the husband shall pay to the wife the sum of $2,500.00 to be applied to the loan. The husband is currently paying to the wife the sum of $50.00 every two weeks to be applied to the loan. After payment of $2,500.00 to the wife as payment of the loan the husband shall have no further responsibility for repayment of said loan and the wife shall hold him harmless on the balance of said loan.

16. Each party hereby relinquishes any claim to any pension benefits and also relinquishes any claim to any IRA accounts of the other.

17. Husband, Terry Wayne Primm, specifically acknowledges that he has been informed of his right to obtain individual legal counsel on his behalf and, as evidenced by his signature below, waives his right to such legal counsel.

18. Husband agrees to pay one-half (1/2) of the costs of installing a new motor in wife's 1977 Oldsmobile Cutlass and a new paint job for said vehicle.

19. The Husband agrees to pay to the wife an amount of $300.00 as child support arrearage with said sum of $300.00 to be paid no later than February 1, 1993.

20. Husband shall be responsible for the payment of $300.00 as attorney fees for which execution shall issue if necessary.

21. Husband agrees to pay his share of expenses of a four-year college education of the parties' minor children if they to obtain a college education. Costs of the parties' minor children's education needs include but are not necessarily limited to the costs of tuition, room and board, books, late fees, clothing and transportation. The parties mutually agree that "share" of a college education for the minor children shall be based on the parties income at the time the children shall attend college.

22. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other harmless from any liability therefor, such obligations shall be deemed to be a support obligation under 11 U.S.C. Section 523 (5) which is not dischargeable in bankruptcy as to the other party.

23. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, 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 responsible 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.

24. The parties agree that the Circuit Court of Davidson County, Tennessee will retain continuing jurisdiction to enforce the provisions of the Agreement, and 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 the successful prosecution of the action.

25. 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 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 other's property, including without limitation, dower, curtesy, 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 of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

27. The parties acknowledge that there are no 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 full disclosure to each other of all assets in which they have an interest.

28. 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.

29. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

30. In the event 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.

31. It is understood and agreed between the parties that 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 of this Agreement.

32. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

33. The parties agree that all child support or other payments which may be still owing by one party to the other at the time of his or her death shall continue beyond his or her death and shall be debts and obligations which shall be binding on and payable by his or her estate, heirs and executors as if he or she were still living.

34. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding joint indebtedness other than specifically set out herein. However, with the exception of the indebtedness specifically set out herein, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce,

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 payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

35. Defendant/Husband waives further service and waives filing an Answer to the Complaint pursuant to T.C.A. Section 36-4-103.

Deborah Kareen Primm

Deborah Kareen Primm

Terry Wayne Primm

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named Deborah Kareen Primm with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Jimmy A. Duncan
Notary Public

Sworn to and subscribed before me this the 30th day of October, 1992.

My commission expires: 11-25-95.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named Terry Wayne Primm with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Jimmy A. Duncan
Notary Public

Sworn to and subscribed before me this 3rd day of November, 1992.

My commission expires: 11-25-95.

It is further ORDERED that child support shall not be prorated or reduced without further Order of the Court. The wife's address is 2317 Demarius Drive, Nashville, Tennessee 37216. The husband's address is 1108 Reelfoot Circle, Nashville, Tennessee 37214.

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff shall be responsible for the court costs in this cause.

This 3rd day of November, 1992.

M. Juneil Robinson Jr.
Judge

APPROVED FOR ENTRY:

8094 11/05 0101 03CHECK 56.00

Jimmy A. Duncan
Jimmy A. Duncan TSCR #4162
Attorney for Plaintiff
4904 Charlotte Avenue
Nashville, Tennessee 37209
(615) 297-6267

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Final Order was mailed with sufficient postage thereon to Terry Wayne Primm at 1108 Reelfoot Circle, Nashville, Tennessee 37214, this 3rd day of November, 1992.

Jimmy A. Duncan
Jimmy A. Duncan

BOOK 10672 PG 935

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 03 day of NOVEMBER , 19 92 , in the Case Number 92D2487 between PRIMM, DEBORAH KAREEN Plaintiff, and PRIMM, TERRY WAYNE Defendant, as same remains of record in Book 211A , Page 235 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 05 day of MAY in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By Barbara Eddleman
Deputy Clerk

SEAL