166B/1077

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

FILED
96 OCT 31 AM 10:35
RICHARD R. ROOKER, CLERK
D.C.

LESLIE E. CLARK-LEE,	)	
Plaintiff,	)	
v.	)	Docket No. 96D-944
KRIS ALAN LEE,	)	
Defendant.	)	

BOOK 10683 PG 679

FINAL DECREE

This cause came to be heard on the 31st day of October, 1996 before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce filed herein, the Marital Dissolution Agreement submitted to the Court for approval, from all of which the Court finds as follows:

That there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible.

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The Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.

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

It is further **ORDERED** pursuant to T.C.A. 36-5-101 (h), and the parties affirmatively acknowledge, that no action by the parties will be effective to reduce or prorate child support after the due date of each payment, and that Court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated by the terms of this agreement.

It is further **ORDERED** that the parties affirmatively acknowledge that the child support herein substantially complies with the Tennessee Child Support Guidelines.

It is further **ORDERED** that the Marital Dissolution Agreement submitted to the Court for approval and made the Order of this Court and as in words and figures as follows:

FILED

96 OCT 31 AM 9:25

CLERK

D.C.

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

LESLIE E. CLARK-LEE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Docket No. 96D-944
	)	
KRIS ALAN LEE,	)	
	)	
Defendant.	)	

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MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into at Nashville, Tennessee, on this the _____ day of _____, 1996, by and between KRIS ALAN LEE hereinafter referred to as Husband, and LESLIE E. CLARK-LEE hereinafter referred to as Wife:

WITNESSETH:

THAT WHEREAS, the parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. DIVORCE: The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. The Marital Dissolution Agreement shall be submitted to the Court for approval, and if approved, be made part of the Court's Final Decree.

2. VENUE AND SERVICE OF PROCESS: Each of the parties hereby acknowledge that a divorce action is pending under the above-style docket and docket number 96D-944 in the Second Circuit Court for Davidson County, Tennessee. Husband waives further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Husband is represented by Philip E. Smith and the Wife is represented by Robert L. Jackson.

3. ALIMONY: The parties agree that neither party shall be entitled to alimony in this cause of action.

4. PERSONAL PROPERTY: The parties agree to divide the personal property as follows:

The Wife shall receive all personal property currently in her possession free and clear of any claim from the Husband with the exception of the following items which the Wife will receive as her sole and separate property; brass bed from Clarksville (does not include mattress or box springs), all clothes and personal items belonging to the Wife, all linens, coo-coo clock, antique radio, Carousel pictures, Mt. Fugi pictures, Curio cabinet with everything in it with the exception of the birthday dolls which will go to the Husband, sewing machine, china, everything in Joey's room, including, the bed, T.V., VCR, Cora's chest of drawers and Cora's brass bed, hope chest and contents, one-half of the children's toys, one of the Christmas trees and the Clark family ornaments. The Wife agrees to leave a portion of the children's clothes with the Husband.

The Husband shall receive all personal property currently in his possession free and clear of any claim by the Wife with the exception of the following property which he will receive as his sole and separate property; the Husband will pick out the photograph's that he wants out of the photo album and the parties shall split the cost of getting those photograph's copied, Joey's Schwinn bicycle, air compressor, snake, Cora's gown and frame, table and chairs, the T.V. and VCR in Cora's room, the computer and computer desk, one-half of the children's toys and one of the parties Christmas trees. In addition, Husband shall receive the boat motor and trailer free and clear of any claim from the Wife.

Each party shall retain all items of personal clothing and jewelry as their sole and separate property free and clear of any claim from the other party.

5. REAL PROPERTY: The parties acknowledge that they own certain real property located at 525 St. Paul Drive, Hermitage, Davidson County, Tennessee which shall be awarded to the Husband with the Husband assuming the balance of the mortgage indebtedness thereon and agreeing to hold the Wife harmless therefrom. The Wife agrees to execute a Quit Claim Deed subject to a judgment lien on

the real property in the amount of $6000.00. said judgment lien shall be interest free and due and payable at such time as the Husband chooses to sell the home. The real property is described more particularly herein as follows:

> LAND in Davidson county, Tennessee, being Lot No. 351, on the Plan of section Six, Tulip Grove, of record in Book 4460, page 19, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to the Grantors herein by deed of even date being recorded simultaneously herewith.

6. DEBTS AND OBLIGATIONS: Except as provided specifically for herein, the parties agree be responsible for their own separate debts. Further, the parties agree to hold the other party harmless in regard to their separate debts.

The Wife shall be responsible for the payment of the First Card Visa, the Lowe's bill, the Sears Card bill in her name, the joint Amoco bill and one-half of the Capital One card. The Wife agrees to assume all responsibility for the debts set forth herein and agrees to hold the Husband harmless on the same.

The Husband shall be responsible for the Blazer Finance debt, the Sears card in his name, Joy's Jeweler, Discover card and one-half of the Capital One card. The Husband agrees to assume responsibility for the debts listed herein and agrees to hold the Wife harmless on the same.

7. BANK ACCOUNTS: Each party will retain their bank accounts, free and clear of any claims from the other party.

8. AUTOMOBILES: The Wife shall be awarded the 1992 Oldsmobile Cutlass and hereby agrees to assume the balance of any indebtedness thereon and agrees to hold the Husband harmless from any amounts due and owing on said automobile.

The Husband shall be awarded the 1974 Plymouth Voyager and the 1983 Honda 750 Magnum Motorcycle and agrees to assume any indebtedness on said vehicles and further, agrees to hold the Wife harmless on any indebtedness due and owing.

9. CUSTODY AND VISITATION: The parties agree that the care, custody and control of the parties two minor children, namely Cora Iva Lee and Richard Joseph Lee, will be awarded to the parties

jointly with the Wife being designated as the primary care-taker and with the children physically residing with her and with specific visitation privileges reserved to the Husband as follows:

(a) Every other weekend from Friday at 6:00 P.M. until Monday morning at which time the Father shall deliver the children to school timely;

(b) Every Wednesday night to pick them up from school or day care and to return them to school or daycare the next morning;

(c) Alternating major holidays including July 4th, Labor Day, Thanksgiving, Christmas and Spring break; the visitation schedule for the alternating major holidays will begin at 8:00 P.M. the night before the holiday begins and end at 6:00 P.M. the day of the holiday;

(d) One-half of the Christmas holidays, alternating a week before Christmas and the week after Christmas; the Husband shall receive the week after Christmas for year 1996 and alternate each and every year thereafter;

(e) The Husband shall receive the children on Father's day regardless of who's regular weekend it falls on;

(f) The Wife shall have the children on Mother's day regardless of who's regular weekend it falls on;

(g) The Husband shall be awarded four weeks visitation in the summer in two separate two week sessions. The Husband shall inform the Wife by May 1st of the weeks he intends to exercise his visitation.

Each party shall have equal access to all school and medical records.

10. CHILD SUPPORT: The Husband will pay the sum of $135.00 per week for the support and maintenance of the minor children which has been set in accordance with the Tennessee Child Support Guidelines. The parties further acknowledge that said child support shall not be either reduced or prorated pending any further Orders from this Honorable Court.

The Wife will continue to maintain health insurance coverage for the benefit of the children until they have attained the age of eighteen years or graduate from high school. The parties shall

split equally all costs of the uncovered hospital, doctor, dental and optical expenses, including prescription drugs and deductible.

11. ATTORNEY'S FEES AND COURT COSTS: Each party agrees to be responsible for their own attorney's fees. Further, the Husband shall pay the Court costs of this cause of action.

12. TAX LIABILITY: The parties agree that beginning with tax year 1996, they will be filing separate income tax returns. Further, the parties agree that the Husband shall be allowed to claim the oldest child as an exemption within the meaning of the Internal Revenue Code each and every tax year until said child is emancipated or the Husband is no longer eligible to claim the same under the Internal Revenue Code.

13. TEMPORARY COURT ORDER: Upon the execution of this Agreement the parties agree that the terms and conditions set forth herein shall operate as a temporary order of the Court pending the final hearing of this cause or to all issues set forth therein. The parties agree to execute an Agreed Order to that effect.

10. MISCELLANEOUS PROVISIONS: 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 party harmless from any liability therefore, such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) which is not dischargeable in bankruptcy as to other party.

(A) 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 debts 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 expenses incurred in defending the creditor's claim including reasonable attorney's fees.

(B) In the event that it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgement for reasonable expenses including attorney's

fees incurred in prosecution said action.

(C) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Second Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

(D) It is understood and agreed between the parties that this Agreement shall 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 their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights and claims which each may have or hereafter acquire under law of any jurisdiction with respects to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead, 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

(F) The parties acknowledge that there are no assets owned by them, wither 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.

(G) 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.

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

(I) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such valid provisions shall not effect the other provisions of this Agreement, said provisions being severable.

(J) 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.

(K) 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.

(L) The parties agree that alimony and/or child support or other payments which may still be 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.

(M) The Husband and Wife acknowledge that to the best of their knowledge, that they have no outstanding joint indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. Each party covenant with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other of the other and that if either shall be compelled to pay 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 services.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce os granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant

a Divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

KRIS ALAN LEE

LESLIE E. CLARK-LEE

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named KRIS ALAN LEE with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 3rd day of October, 1996.

Linda Hallingsworth
NOTARY PUBLIC

My Commission Expires: Mar. 25, 2000

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named LESLIE E. CLARK-LEE with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 16th day of October, 1996.

Sarah Schmidt
NOTARY PUBLIC

My Commission Expires: 3/25/2000

It is further **ORDERED** that the Wife now resides at 1302 Brooks Mill Circle, Hermitage, Tennessee 37076.

It is further **ORDERED** that the Husband now resides at 525 St. Paul Drive, Hermitage, Tennessee 37076.

It is further **ORDERED** that the Wife is restored to her maiden name of Leslie E. Clark.

It is further **ORDERED** that costs of this proceeding will be taxed to the Husband.

ENTERED THIS THE 31st **DAY OF** October, **1996.**

MARIETTA SHIPLEY, JUDGE

Approved for Entry:

PHILIP E. SMITH #13421
Attorney for the HUSBAND
213 Third Avenue, North
Nashville, Tennessee 37201
(615) 242-5453

ROBERT L. JACKSON #2486
Attorney for the WIFE
One Washington Square
214 Second Avneue, North
Suite 103
Nashville, Tennessee 37201
(615)256-2602

PICK-UP

97 NOV 14 AM 9:29

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

0369693

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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 _SECOND Circuit Court for Davidson County, Tennessee, on the _31 day of _OCTOBER , 19 _96 , in the Case Number _96D944 between _LEE, LESLIE E. CLARK Plaintiff, and _LEE, KRIS ALAN Defendant, as same remains of record in Book 166B , Page _1077 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 _21 day of _NOVEMBER in the year one thousand nine hundred and _ninety-six and in the _221st_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk