1996/196

4th

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

GLORIA SANDERS TALLEY,
SSN [redacted]-3706
Plaintiff

v.

DAVID H. TALLEY,
SSN [redacted]-0564
Defendant

No. 91D1199

BOOK 10703 PG 887

FINAL DECREE

This cause came on to be heard on August 14, 1991, before the Honorable Carol McCoy, Special Judge upon the original Complaint for Absolute Divorce filed by the Plaintiff/Wife and, the Marital Dissolution Agreement entered into by and between the parties, testimony of the Plaintiff/Wife, statement of Counsel and the entire record in this cause, from all of which the Court was of the opinion that the allegation contained in the original Complaint was fully sustained, that is such irreconcilable differences exist between the parties which make a reconciliation impossible. It is therefore,

ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff/Wife be, and she is hereby granted an absolute divorce from the Defendant/Husband and be restored to all the rights and privileges of an unmarried person. It is further,

ORDERED, ADJUDGED and DECREED by the Court that the Marital Dissolution Agreement entered into by and between the parties, which the Court found from the review of said Agreement, to be a fair and equitable settlement of all property rights existing between them, be made a part of this Final Decree of Divorce, and incorporated herein. Said Marital Dissolution Agreement is in words and figures as follows:

97 DEC -2 PM 1:16
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

03754 12
IDENTIFICATION/REFERENCE

[redacted]

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 10703 PG 888

GLORIA SANDERS TALLEY,
SSN [redacted]-3706
Plaintiff

v.

DAVID H. TALLEY,
SSN [redacted]-0564
Defendant

91 AUG 13 PM 2:47

No. 91D-1196

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between Plaintiff, **GLORIA SANDERS TALLEY,** (hereinafter referred to as "Wife") and Defendant, **DAVID H.TALLEY,** (hereinafter referred to as "Husband"), in Nashville, Davidson County, Tennessee, subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as Husband and Wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other right of whatever description existing between the parties growing out of the marital relationship;

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving their marriage.

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made of the acts to be performed by the parties hereto, agree as follows:

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No. _____

1. Pending Action. The parties acknowledge that the Wife has filed a divorce action in the Circuit Court for Davidson County, Tennessee, Docket Number 91D1199, which action is pending.

2. Children. There was one child born in this marriage, David Jerrod Talley.

3. Joint Debts. Each party shall assume any indebtedness in his/her own name and shall hold the other party harmless thereon. Husband shall assume debt including Visa Card with First American Bank of Nashville and Husband shall indemnify and hold Wife harmless from debt thereon. Husband shall be respondible for any taxes owed to the IRS and shall indemnify and hold Wife harmless for debt thereon.

4. Personal Property. All personal property has been divided between the parties prior to the execution of this Agreement.

5. Automobiles. Wife shall have possession of the vehicle, 1987 Chrysler Dodge 6000, jointly owned by Husband and Wife. Wife shall have title to said vehicle free and agrees to assume full responsibility for any indebtedness associated with the vehicle. Wife indemnifies and holds Husband harmless from any liability resulting from any debt thereof.

6. Real Property. Husband shall have title to property located at 2700 Mailan Drive. Husband agrees to assume all debt in regard to the property located at 2700 Mailan and indemnifies and holds Wife harmless for any debt thereon. In the event that the Husband sells the house, he shall pay Wife $5,000.00 (five thousand dollars) from the proceeds of said sale.

7. Child Support and Visitation. Wife and Husband shall have joint custody of the minor child. Husband shall pay child support in the amount of $105.00 per week. Husband may visit minor child every other weekend from 6:00 p.m. Friday to 6:00 p.m. Sunday, with visitation to begin the first weekend after this Agreement is signed. Husband agrees to pay 1/2 of the college tuition of the minor child including room and board for a four year period, limited to a four year state supported college.

8. Alimony waived. Wife and Husband claim no alimony either pendente lite

or permanent and waive any claim they might have thereto on any divorce action between them.

9. Court Costs. Any court costs incurred as a result of the pending action for absolute divorce shall be paid by the Wife, for which let execution issue, if necessary.

10. Enforcement. In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all expenses incurred n enforcing this Agreement and remedying the breach, including, but not limited to , court costs, attorney's fees and travel costs.

11. Further Assurances. The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purpose of this Agreement.

12. Incorporation. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail or decline to incorporate this Agreement or any provision thereof in said decree, then and in the event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

13. Integration. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings

other than those expressly set forth herein.

14. Modification and Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. Terms of this Agreement are independent of each other and the breach of any terms by either party shall have no effect or any other term.

15. Full and Final Settlement. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the martial relationship now existing between the parties, in and to, or against the property of the the other party whether now or hereafter acquired by such other party.

16. Voluntary Agreement. Whenever on 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 therefor, such obligation 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.

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WITNESS our hands on this day and date written below.

STATE OF TENNESSEE }
} ss
COUNTY OF DAVIDSON }

Gloria Sanders Talley
GLORIA SANDERS TALLEY

Sworn to and subscribed before me this 7th day of August, 1991.

Jesse L. Mooney
Notary Public

My commission expires: 11/9/92

STATE OF TENNESSEE }
} ss
COUNTY OF DAVIDSON }

David H. Talley
DAVID H. TALLEY

Sworn to and subscribed before me this 8th day of August, 1991.

Jesse L. Mooney
Notary Public

My commission expires: 11/9/92.

Kathy A. Leslie
KATHY A. LESLIE, ATTORNEY AT LAW
BPR 013587
176 2ND AVENUE NORTH, SUITE 503
NASHVILLE, TN 37201
(615) 242-5350

ATTORNEY FOR WIFE

The amount of child support agreed upon between the parties conforms to the child support award guidelines established by the Department of Human Services pursuant to Tennessee Public Chapter 206, Acts of 1989. BOOK 10703 PG 893

The address of the Plaintiff is:

67 Maury Street
Nashville, TN 37210

The address of the Defendant is:

2700 Mailan Drive
Nashville, TN 37217

It is hereby ordered that the costs of this cause are taxed to the Plaintiff, for which execution may issue, if necessary.

ENTERED this 6th day of September, 1991.

Carol L McCoy
CAROL MCCOY, SPECIAL JUDGE

APPROVED FOR ENTRY:

Donna E. Donna for Kathy Leslie
KATHY A. LESLIE, BPR 013587
176 SECOND AVENUE NORTH, SUITE 503
NASHVILLE, TN 37201
(615) 242-5350

ATTORNEY FOR WIFE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed to David H. Talley, 2700 Mailan Drive, Nashville, TN 37217, on this 13th day August, 1991.

Donna E. Donna for Kathy Leslie
KATHY A. LESLIE

BOOK 10703 PG 894

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 06 day of SEPTEMBER , 19 91 , in the Case Number 91D1199 between TALLEY, GLORIA SANDERS Plaintiff, and TALLEY, DAVID H Defendant, as same remains of record in Book 199C , Page 1966 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 02 day of DECEMBER in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Goodwin
Deputy Clerk

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