BOOK 10722 PG 657

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

REDA FAYE DIXON
Plaintiff,

vs.

DONALD ALAN DIXON
Defendant.

96 DEC 26 PM 3:37

CLERK

No. 96D- 1695 D.C.

FINAL DECREE OF DIVORCE

This cause is before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, , upon the complaint for absolute divorce heretofore filed by the plaintiff, REDA DIXON whose current address is 109 Moss Trail , Nashville, TN 37212 against the Defendant, Donald Dixon whose current address is 321 Walton Lane #33, Madison, TN 37115, an absolute divorce complaint heretofore filed, submission to the court of a signed and notarized marital dissolution agreement and the record taken as a whole, from all of which it appears to the Court and the Court finds as follows:

1. This Court has jurisdiction in all necessary particulars in this case.

2. The Plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences as contemplated by T.C.A. Section 36-4-101 (11).

3. The parties Marital Dissolution Agreement is equitable and fair and is hereby incoporated in this divorce decree

It is, therefore, **ORDERED ADJUDGED AND DECREED**, as follows:

1. Plaintiff, Reda Dixon, is hereby awarded an absolute decree of divorce from defendant, Donald Dixon on the grounds of irreconcilable differences and the parties are restored to all the rights and privileges of unmarried persons.

2. The Court affirmatively finds , that the parties have made an adequate and sufficient equitable division of the marital property of the parties and said marital dissolution agreement is hereby incorporated herein verbatim:

BOOK 10722 PG 658

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY.TENNESEE

REDA FAYE DIXON
PLAINTIFF.

VS.

DONALD ALAN DIXON
DEFENDANT.

No.96D- B. Gadum

96 DEC 10 AM 11:14

CLERK

MARITAL DISSOLUTION AGREEMENT

This agreement is made between Donald Alan Dixon .hereinafter referred to as Husband. and REDA FAYE DIXON hereinafter referred to as Wife.

WITNESSETH:

WHEREAS. these parties are presently living separately and apart and desire to enter into a marital dissolution agreement and tender the same to the Court for approval in the event a decree of divorce is granted in this cause;and.

WHEREAS. certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court for Davidson County.Tennessee. a suit for divorce between the parties.being.bearing docket number 96D _____:and.

Both of these parties have been advised of their respective rights and responsibilities, one to the other;and,

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 amicably and mutually acceptable manner.such that said divorce action shall proceed uncontested;

WHEREAS . the parties both agree and stipulate that this Agreement makes fair and equitable provisions for the distribution of the property of the parties.

WHEREAS neither party at the time of this Agreement is under the influence of any intoxicant.or drug illegal or legal nor is any party experiencing any mental problems or conditions that would affect their judgment.

WHEREAS. only WIFE is represented by Attorney Neil R. Flit and opposing party has obtained independent counsel or advice or waived same and is not relying upon the advice or services of Neil R. Flit. Attorney

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

1.WAIVER. The parties hereto.exclusive of the terms and provisions of this agreement.each waive all rights.title.and interest.consummate and inchoate.in and into the property in the estate of the other by way of expectancy or reversion or otherwise.including marital.insurance.contractual.and all other rights by way of dower.homestead.exemption.alimony.or otherwise. in the present or in expectancy as to any and all property in the estate of the adherent each of the parties does hereby release and discharge the other from any and all control.claims. demands.actions.or causes of actions.except as to the obligations imposed by this instrument or by the Court's decree.this being intended as the full.final and complete settlement of the property.marital and otherwise of the parties hereto.

Both parties waive any separate and distinct claim to retirement and pension benefits of the other except as set out by this agreement herein.although they may have been advised of their rights regarding pension and retirement benefits.

2.ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations,warranties,covenants,or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily,advisedly,and with full knowledge of the financial condition,nature,character,and value of the other's estate. The laws of the State of Tennessee shall govern this agreement in all respects.

3.**NON-COMPLIANCE.** Should either party incur any expense for legal fees as a result of the breach of any portion of this marital dissolution agreement by the other party,the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred.

No breach,waiver,or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

4.**SEVERANCE.**The Court hold that any portion of this agreement is invalid,the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

5.**VOLUNTARY EXECUTION.**Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances,it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as inducement to enter into this agreement,other than the representations set forth herein.

6.**MODIFICATION.** A modification or waiver of any of the provisions of this agreement shall be effective only if made writing and executed with the same formality as this agreement. Failure of any party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

7.**PERSONALTY.** The parties have heretofore divided their personal property to their mutual satisfaction,and neither make any claim to the property of the other.

8.**DEBTS.** 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 the 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.

9. **AUTOMOBILES.** Husband shall have as his sole and exclusive property the 1991 NISSAN Truck VIN # 1N6HD1659MC316133. Husband agrees to indemnify wife of any past or future debt on said automobile. Wife shall have as her sole and exclusive property the following vehicles. 1994 Nissan Sentra vin # IN4PB215XJC751309. Wife agrees to hold Husband harmless and to indemnify him of any past or future debt of the abovementioned vehicle.

10. **ALIMONY.** Husband agrees to pay wife the sum of $172.800 as **ALIMONY IN SOLIDO** . Said alimony shall be made in installments of six Hundred Dollars ($600.00) every month beginning with the signing of this agreement until Wife remarries or dies. Additionally. Husband further agrees to pay the Wife as **ALIMONY IN SOLIDO** the house note currently in the amount of $72.800 until she remarries or dies for as long as she resides in her current house located at 109 Moss Trail.Goodletsville. TN 37072 . Such payment will be made directly to The Money Store by the 1st day of each month until the mortgage is paid in full or the wife sells the house.

HUSBAND AND WIFE AGREE THAT THIS ALIMONY IS SPECIFICALLY AGREED TO AS CONSIDERATION FOR WIFE WAVING HER INTEREST IN HUSBANDS RETIREMENT FUNDS OR ANY OTHER JOB RELATED BENEFITS OF HUSBAND WHICH MAY HAVE ACCRUED TO WIFE. WIFE AGREES THAT SHE HAS BEEN INFORMED BY HER ATTORNEY OF THE CONSEQUENCES OF WAIVER OF HUSBANDS RETIREMENT BENEFITS.

Both parties understand that THE ABOVE ALIMONY PROVISIONS are deemed as support and the above sums are nondischargeable under U.S. Bankruptcy Code section 523 (A)(5). Additionally both parties agree that the above mentioned alimony in futuro payments are nondischargeable pursuant to Bankruptcy Code section 523(a)(15).

11. **COURT COSTS.** Husband agrees to pay all court costs arising out of this divorce proceeding.

12. **CHILD CUSTODY AND SUPPORT** Wife shall have sole legal and physical custody of the one minor child, Darrell Lee Dixon (D.O.B. 09-12-78).

Husband agrees to pay as child support $300.00 bi-weekly directly to Wife for the support of the minor child. Said amount is in compliance with Department of Health guidelines and based upon Husbands current gross income. Said payments by the Husband shall begin payments as of the signing of this marital dissolution agreement and payments shall continue until the minor child reaches 18 years of age or graduates with his high school class, whichever occurs last. Both parties affirmatively acknowledge that the minor child is currently one year behind in his schooling.

Both parties understand that Husband or Wife may petition this court should a significant variance occur between current child support ordered and any new information on Husband's Gross income come to the parties attention.

Husband shall maintain health, medical, and dental insurance on the minor child. Husband shall be responsible for any amounts not covered by said insurance.

Husband shall also be responsible for the costs of any optometrist or opthamologist expenses.

Both parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the date of each payment and understand that court approval must be obtained before child support can be reduced or prorated unless such payments are automatically reduced or terminated under the terms of this agreement.

13. VISITATION The parties agree that Husband shall have reasonable and liberal visitation with the minor child.

Additionally Husband shall have visitation for two weeks out of each summer.

During all visitation periods, Husband shall be responsible for his own travel expenses and the expense of picking up the minor child and returning the minor child.

14.TAX RETURNS. The parties are hereby advised to seek competent tax advise before they file tax returns for the year 1996. Both parties hereby agree that they have not relied on any tax advice given or not discussed by Neil R. Flit.

15.BANK ACCOUNTS. The parties shall keep their respective savings accounts and checking accounts.

16.FUTURE INDEBTEDNESS. Each of the parties hereto covenants with the other that,from this date forward,neither will contract any indebtedness from the credit of the other without proper authority.

17.EXECUTION. Each of the parties agrees to execute all instruments in a timely fashion.

18.SERVICE OF PROCESS. HUSBAND waives service of process,the filing of an answer,and does consent to the jurisdiction and venue of this Court.

19. REAL PROPERTY The parties own real property located at 109 Moss Trail, a legal description attached hereto. Husband agrees to quit claim the real property to Wife. Husband shall pay the mortgage on a timely basis and not incur any late fees. Wife and Husband agree that if the mortgage falls into arrears for 120 days, the real property described above will be sold with the proceeds of the sale being awarded to the Wife, subject to Husbands lien described below.

Wife agrees to grant Husband a lien on the property in the amount of $23,000.00 to be paid to Husband if the Wife resells the real property. This figure is based upon an agreed current appraisal of the real property of $85,000.00 and the current equity in the property of $46,000.

20.LIFE INSURANCE. Husband agrees to maintain life insurance policy in the face amount of $50,000 to secure his child support obligation, with Wife named as beneficiary. Husbands obligation to maintain Wife as beneficiary of the policy shall terminate upon child attaining the age of 18 or graduating with his/her class from high school, whichever is the latter to occur. In the event of a change of custody, Husband may petition the Court to relieve him of the obligation to maintain the policy. Husband agrees not to pledge, borrow or encumber said insurance policy. Husband agrees to give the Wife the name and address of the insurance company,which issued the policy, the policy number,and the name and address of the agent whom the policy was obtained.

Upon Wifes demand,Husband shall provide evidence that said insurance is in full effect and that the child is the sole beneficiaries of the policy.

21. It is further understood by and between the parties that this marital dissolution agreement shall be filed with the Circuit Court Clerk's office within 120 days from its execution. It is understood by and between the parties that Husband shall proceed to obtain a divorce on the grounds of Irreconcilable Differences.

22.**MAIDEN NAME.** The parties agree the Wife will keep her married name.

IN WITNESS WHEREOF, the said parties having read this instrument and familiarized themselves with its contents signed and executed this instrument as of the 8th day of November 1996 as to the Wife, and on the 8TH day of NOVEMBER 1996, as to the Husband.

DONALD DIXON
Donald A. Dixon

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named DONALD DIXON with whom I am personally acquainted and who acknowledges that he executed the within instrument for the purposed therein contained.

Witness my hand and official seal at Davidson County, Tennessee this 9th day of December, 1996.

NOTARY PUBLIC
Patricia B Edson

MY COMMISSION EXPIRES:
JANUARY 24 1998 5/20/2000

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

REDA DIXON
Reda Dixon

Personally appeared before me the undersigned Notary Public in and for said County and State, the within named REDA DIXON with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes herein contained.

Witness My Hand and official seal at Davidson County, Tennessee this 9th day of December 1996.

Patricia B Edson
NOTARY PUBLIC

MY COMMISSION EXPIRES:
5/28/2000

It is **FURTHER ORDERED DECREED AND ADJUDGED** that the costs of this action be taxed to the Defendant for which execution may issue if necessary.

ENTERED this 26 day of December, 1996.

Marietta M. Shipley
HONORABLE Marietta Shipley

SUBMITTED FOR ENTRY:
Neil R. Flit
NEIL R. FLIT #016090
Attorney at Law
1719 WEST END AVENUE, Suite 605
West Tower
Nashville, TN 37203
(615)327-9999

CERTIFICATE OF SERVICE

This is to certify that the foregoing document has been delivered via United States Mail, first class postage paid to Donald Dixon at 321 Walton Lane, Apt. 33, Madison, TN 37115 on this 16th day of December, 1996.

Neil R. Flit
NEIL R. FLIT #016090
Certifying Attorney

BOOK 10722 PG 667

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 26 day of DECEMBER , 19 96 , in the Case Number 96D1695 between DIXON, REDA FAYE Plaintiff, and DIXON, DONALD ALAN Defendant, as same remains of record in Book 167A , Page 281 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 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 Jerry Campion
Deputy Clerk

0380608
IDENTIF. ↑ REFERENCE
97 DEC 16 PM 1:32
FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.
PICK-UP
9697 12/16 0101 03CHECK 44.00