BOOK 10770 PG 15

IN THE CHANCERY COURT FOR CHEATHAM COUNTY AT ASHLAND CITY, TENNESSEE

I CERTIFY THIS TO BE A TRUE COPY
Dec. 30, 19 97
Doris Gardner C&M

LIESA OATSVALL WINTERS,

Plaintiff

VS **DOCKET NO. 8949**

CHRISTOPHER LEE WINTERS,

Defendant

PICK-UP

98 JAN 27 PM 12:28
DAVIDSON COUNTY, TN.

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IDENTIFICATION REFERENCE

FILED: 4-10-97 AT 11:35 am
Doris Gardner CLERK & MASTER

ENTERED MINUTE BOOK 4-13 19 97
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DIVORCE DECREE

This cause came on to be heard on the day and date hereinafter written upon the complaint of Liesa Oatsvall Winters, the Marital Dissolution and Child Custody Agreement executed by the parties bearing the date of January 31, 1997, and the entire record in this cause, from all which it appears to the Court that the allegations of the Plaintiff's complaint are true and fully sustained by the proof, and that the parties have encountered irreconcilable differences in their marriage.

It further appears to the Court that the parties have in fact executed a written Marital Dissolution and Child Custody Agreement bearing the date of January 31, 1997, and that said agreement is fair and equitable in all respects and makes provision for division of all items of real and personal property accumulated by the parties during their marriage, as well as provision for custody of the parties' three minor children, child support in conformity with the support guidelines as adopted in the State of Tennessee, as well as all other matters related to the care and upbringing of said children.

It is therefore **ORDERED** and **DECREED** by the Court that the bonds of matrimony subsisting between the Plaintiff and Defendant are absolutely and forever dissolved and that the Plaintiff is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED** and **DECREED** that the parties' written Marital Dissolution and Child Custody Agreement is approved and ratified by this Court and incorporated into this decree of divorce in its entirety as follows:

IN THE CHANCERY COURT FOR CHEATHAM COUNTY AT
ASHLAND CITY, TENNESSEE

LIESA OATSVALL WINTERS,

Plaintiff

VS DOCKET NO. 8949

CHRISTOPHER LEE WINTERS,

Defendant

MARITAL DISSOLUTION AND CHILD CUSTODY AGREEMENT

WHEREAS the wife, Liesa Oatsvall Winters, has filed a Divorce Complaint in the Chancery Court for Cheatham County, Tennessee, as above styled alleging, among other things, that the parties have encountered irreconcilable differences in their marriage;

AND WHEREAS the husband was served with process on or about January 8, 1997 and it is the desire of the parties to enter into this Marital Dissolution and Child Custody Agreement thereby resolving all issues and controversy between them and making a full and complete settlement to be incorporated into a Decree of Divorce.

Now therefore, the parties agree as follows:

1. That the wife shall be awarded an absolute divorce upon the grounds of irreconcilable differences.

2. That the wife shall have custody of the parties' three minor children, Caleb Winters, Aaron Winters, and Lauren Winters.

3. It is agreed that the husband shall have reasonable visitation rights with said children.

4. The parties agree that the husband shall pay to the wife the sum of $413.00 on the 8th and a like amount on the 22nd day of each month as child support. Said amount is in conformity with the Minimum Support Guidelines as adopted in the State of Tennessee and constitutes 41% of the husband's net disposable income.

5. Further, the parties acknowledge that no action by either party will be effective to reduce child support after the due date of each payment, and they understand that Court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of this agreement.

6. The parties agree that the husband shall maintain medical insurance covering the parties children and that the parties shall each be responsible for paying one half of any reasonably incurred medical, dental, orthodontal or optometric bills of the children not covered by that insurance.

7. It is agreed that all right title and interest of the wife in the marital home located in Cheatham County, Tennessee, is divested out of the wife and vested in the husband. Said real property is more specifically described as follows:

A certain tract or parcel of land in the 14th Civil District of Cheatham County, Tennessee, described as follows, to-wit: BEGINNING at a point in the center of Main Street, E.W. Bradley's Northeast corner and the Southeast corner of this property, thence South 74 1/2 deg. W, passing a planted stone at 50 feet, in all 150 feet to a stone under the Northwest corner of E.W. Bradley's hen house, his northwest corner; thence north 17 1/2 deg. W 97 feet to a stone on the East side of Dr. Dowlen's yard fence; thence North 74 1/2 deg. E 150 feet to a point in the center of Main Street, the Southeast corner of what is known as the Racket Store Lot; thence with the center of Main Street; South 17 1/2 deg. E 97 feet to the beginning.

Being the same property conveyed to Charlemagne R. Winters and Ora Lee M. Winters by deed from Phineas Earle Trent and Marie P Trent, of record in Book 186, page 731, said Register's Office. Ora Lee M. Winters now deceased, with Charlemagne R. Winters having predeceased her. Ora Lee M. Winters bequeathed said property to Charles Winters, Jimmy Winters, Ray Winters, Jack Edward Winters, Mary Sue Panovec, Sandra Kilgore and Barbara Dale by will of record in the Will Book 3, page 351, said Register's Office.

BEGINNING at a stake in Main Street, S.E. Corner of said lot; thence S. 72 1/2 deg. W. 9 poles to a stake; thence N. 18 deg. W. 3 poles to a stake; thence N. 72 1/2 deg. E. 9 poles to a stake in Main Street; thence S. 18 deg. E. 3 poles to the beginning.

BEING the same property conveyed to Christopher Winters and wife Liesa Winters by deed of record at deed book 332, page 767, Register's Office for Cheatham County, Tennessee.

8. The parties specifically agree that the wife shall retain the above described real property for a period not in excess of 24 months from the date of the execution of this document as her personal residence and shall have the exclusive use of said property during that tenancy. It is further agreed that during the occupancy of the wife, that she shall pay the mortgage indebtedness payments as they come due on said property in the amount of $550.00 per month together with any utility bills that she may incur. The husband shall be responsible for all major repairs during the occupancy of the wife. Upon the conclusion of 24 months or upon the vacation of the property by the wife at an earlier date, the above described real property shall vest in the husband as his sole and exclusive property free and clear of any ownership claims of the wife.

9. It is agreed between the parties that all right title and interest of the husband in certain real property owned by the parties in Davidson County, Tennessee, is divested out of the husband and vested in the wife as her sole separate property.

10. Said real property is more specifically described as follows:

LAND in Davidson County, Tennessee, being Lot No. 4 on the plan of Faith Place, of record in Book 7900, page 292, Register's Office for Davidson County, Tennessee.

SAID Lot No. 4 fronts 150.00 feet on the easterly margin of Bidwell Road and extends back 401.66 feet on the northerly line and 398.35 feet on the southerly line to a deed line in the rear, measuring 150.04 feet thereon. SOURCE OF DESCRIPTION: THIS IS THE SAME DESCRIPTION AS IN THE PREVIOUS DEED OF RECORD.

BEING the same property being conveyed to Christopher Lee Winters and wife Liesa O. Winters by deed of record at Book 8635, page 884, Register's Office for Davidson County, Tennessee.

11. The parties agree that all right title and interest of the wife in the following motor vehicles and personal property is divested out of the wife and vested in the husband as his exclusive property:

1. A 1993 Mustang automobile, Vehicle Identification Number 1FACP42D6PF174216; a 1986 Thunderbird automobile, Vehicle Identification Number 1FABP46W3GH216210; a 1964 Ford Fairlane automobile, Vehicle Identification Number 4F42F169184, and a 1973 Invader boat with accessories, Vehicle Identification Number 2322827962.

12. The parties agree that the husband shall be entitled to remove from the marital home the washer and dryer, stereo, his tools, a television set, as well as his personal clothing and items of a purely personal nature. All of the rest and remainder of the personal property located in and about the marital home shall be considered the exclusive and sole property of the wife.

13. The parties agree that the husband shall pay to the wife the sum of $5,000.00 within 30 days of the date of execution of this agreement to be considered as distribution of marital assets.

14. The parties do hereby state that this is their full and complete agreement and that there are no oral understandings not otherwise incorporated herein. The parties further acknowledge that this agreement is fair and equitable in all respects and shall be presented to the Chancery Court for Cheatham County, Tennessee, for inclusion in its entirety into a Decree of Divorce to be entered in this cause.

IN WITNESS WHEREOF, we have hereunto set our hands this the 31st day of January, 1997.

Christopher Lee Winters

CHRISTOPHER LEE WINTERS

Liesa Oatsvall Winters

LIESA OATSVALL WINTERS

STATE OF TENNESSEE

COUNTY OF CHEATHAM

Before me, the undersigned, a Notary Public, in and for said county and state personally appeared Christopher Lee Winters with whom I am personally acquainted and who has acknowledged that he has executed the foregoing document for the purposes therein contained.

Sworn to and subscribed before me this the 31 day of January 1997.

Kathy M. Creel
NOTARY PUBLIC

My commission expires: 7/12/97

STATE OF TENNESSEE

COUNTY OF CHEATHAM

Before me, the undersigned, a Notary Public, in and for said county and state personally appeared Liesa Oatsvall Winters with whom I am personally acquainted and who has acknowledged that she has executed the foregoing document for the purposes therein contained.

Sworn to and subscribed before me this the 31st day of January, 1997

Kathy M. Creel
NOTARY PUBLIC

My commission expires: 7/12/97

It is finally **ORDERED** that costs of this cause are taxed to the Plaintiff for which let execution issue if necessary.

Entered this the 17th day of April, 1997

JUDGE

APPROVED FOR ENTRY:

JERRY W. HAMLIN, ATTORNEY FOR PLAINTIFF
Reg. No. 2800
110 Frey Street
Ashland City, Tennessee 37015

CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing pleading has been mailed to Christopher Lee Winters, at his last known address of 1115 Main Street, Pleasant View, Tennessee, 37146 this the 16th day of April, 1997.

JERRY W. HAMLIN

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