IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

98 JAN 13 PM 4:23

CLERK

D.C.

ROBERT DOUGLAS TAYLOR	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 97-D-2737
	)	
TERRI JEAN TAYLOR	)	
	)	
Defendant.	)	

BK/PG 10790/679

FINAL DECREE

This cause came to be heard on the 13th day of January, 1998, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by Husband, Robert Douglas Taylor. The cause proceeded to trial as an uncontested matter in view of a written, notarized Marital Dissolution Agreement reached by and between the parties and exhibited to the Court. From the testimony of the Husband heard in open court, the statements of counsel for the husband, and the entire record in this cause, the Court is of the opinion and finds from the testimony presented to the Court that the parties hereto have suffered irreconcilable differences in their marriage.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony existing by and between the parties are hereby dissolved, and that the Husband, Robert Douglas Taylor, is hereby awarded an absolute divorce from the Wife, Terri Jean Taylor, upon the grounds of irreconcilable differences, T.C.A. § 36-4-103, and the parties are hereby restored to all the rights and privileges of an unmarried person.

And it further appears to the Court that the parties have entered into a written, notarized Marital Dissolution Agreement and, pursuant to the provisions of T.C.A. § 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the custody and maintenance of their minor children and for the equitable settlement of any property rights between them. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

MAIL ENV.

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REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
03996O2

FOURTH CIRCUIT

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 SEP 16 PM 2:11

RICHARD R. ROOKER, CLERK

D.C.

ROBERT DOUGLAS TAYLOR
Social Security No. [redacted]-4053

Plaintiff,

vs.

TERRI JEAN TAYLOR
Social Security No. [redacted]-2119

Defendant.

NO. 97D-2737

PG 10790 680

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 1997, by and between Robert Douglas Taylor, hereinafter referred to as "Husband", and Terri Jean Taylor, hereinafter referred to as "Wife".

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court of Davidson County, Tennessee, a Complaint for Divorce between the parties which was filed by Husband, for divorce between the parties, same being styled Robert Douglas Taylor v. Terri Jean Taylor, and bearing Docket No. 97D-2737; and

WHEREAS, the parties desire to agree upon and fix their respective rights, interests and duties with regard to their real and personal property, to child custody and support, and to any and all matters concerning their respective rights and duties by reason of the marital relationship;

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship, and in consideration for the mutual benefits and promises hereinafter set forth, the Wife and Husband agree and covenant as follows:

1. CHILD CUSTODY. It is agreed that the Husband and Wife shall have joint custody of the parties minor children, Braxton Douglas Taylor and Glade William Taylor. Husband must be notified of children's education reports, medical needs, and legal matters.

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2. CHILD VISITATION.

(a) The minor children of the parties shall reside with the Wife. It is agreed that Husband shall have liberal visitation rights and privileges of at least every other weekend and a period of time during the summer to be agreed upon by the parties. The parties minor children presently reside with the Wife at 1116 Traceton Circle, Antioch, Tennessee and have for the last year.

(b) Husband agrees to give Wife at least 24 hours advance notice of the days and times during which visitation will be exercised.

(c) It is further agreed that visitation during the holidays will be alternated.

(d) Husband and Wife agree to 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, which would injure the opinion of the children as to his mother or father, or which would impair the natural development of the children's love and respect for each of the parents. At all times, the parent should strive for working relationships in the best interest of the children. Both Husband and Wife agree that neither will seek an award of alimony from the other.

3. CHILD SUPPORT.

(a) It is agreed that Husband shall pay to Wife as child support the amount of One Thousand Three Hundred Eighty-Six Dollars ($1,386.00) per month. Said payments shall be made through the Davidson County Circuit Court Clerk and shall be subject to an additional 5% of that amount ($69.30) as commission for the Clerk's services (total $1,455.30) and shall continue until the minor children of the parties, have reached their 18th birthday or have completed their high school education, whichever is later. At the time each child reaches the age of 18, the child support shall be reduced in accordance with the guidelines of the Tennessee Department of Human Services.

(b) The attorney for the plaintiff certifies that the child support set forth in this Marital Dissolution Agreement conforms to the amount required by the child support guidelines of the State Department of Human Services.

(c) In the event that Husband should become disabled as a result of his employment,

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Wife agrees to renegotiate the amount of child support before bringing contempt proceedings against Husband. Wife agrees that Husband may keep any bonus he may receive.

(d) Wife currently resides at 1116 Traceton Circle, Antioch, Tennessee 37013. The current address of Husband is 105 Countrywood Circle, Nashville, TN 37214.

4. REAL PROPERTY. The Husband agrees to divest himself of any interest he has in the parties home located at 1116 Traceton Circle, in Antioch, Davidson County, Tennessee, more specifically described as follows:

> BEING Lot No. 271 on the Plan of Forest View Park, Section VIII, as of record in Plat Book 6900, Page 633, in the Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate description.
>
> BEING part of the same property conveyed to C & S Builders, Inc. by deed from Fox Ridge Company, a Limited Partnership of record in Book 7562, Page 934 in the Register's Office for Davidson County, Tennessee. By instrument of record in Book 7634, Page 226 the name of the corporation was changed to Fox Ridge Homes, Inc.
>
> THIS conveyance is subject to a Declaration of Covenants, Conditions and Restrictions of record in Book 7079, Page 472, Register's Office for said County.
>
> THIS conveyance is subject to any and all zoning regulations, building restrictions and set back lines, if any, easements and rights-of-way for public utilities.
>
> THIS being the same property conveyed to Robert D. Taylor and wife, Terri J. Taylor by Fox Ridge Homes, Inc. being found in Book 8566, page 264 in the Register's Office of Davidson County.

Wife shall have all equity in the parties home, and shall make all mortgage payments on the parties home and hold the Husband harmless for the same. Husband agrees, if needed, to execute a quit claim deed in favor of the Wife divesting himself of his interest in the said home.

5. PERSONAL PROPERTY. Each party shall keep their own automobiles. Wife shall have possession and membership of all household furnishings except the parties Big Screen Television, VCR, and the Bose Stereo. Husband may keep his 401K and Bonus and Wife renounces any interest in same.

6. HEALTH INSURANCE. It is agreed that the Husband shall provide major medical, hospitalization, and dental insurance for the minor children of the parties in addition to the child support payments herein set out. Husband shall pay the deductible amounts, if any, on said policies of insurance. Any excess medical expenses not covered by insurance shall be split equally by the parties.

7. INCOME TAXES. It is further agreed that the Wife may claim the minor children for Federal Income Tax purposes.

8. DEBTS. Husband and Wife agree to be responsible for all debts each individually incurred during the marriage and will hold each harmless thereon.

9. LEGAL EXPENSES. (a) It is agreed that Husband shall pay the costs of this cause.

(b) The parties hereto understand that Phillip L. Davidson, Esq., is the attorney of record for the Husband and that he represents him and not the Wife in this matter.

10. EXECUTION OF DOCUMENTS. It is agreed that each party shall promptly execute and deliver to the other party, as may be applicable, all such instruments of transfer and assignment as may be necessary or desirable to effect this Agreement, and to perfect title to properties in accord herewith.

11. COURT APPROVAL REQUIRED. It is understood and agreed by and between the parties that this Agreement is subject to the approval of the Court in the event a divorce is granted to Husband. However, in the event that no divorce is granted in this matter, then this Agreement is of no force and effect. If approved by the Court, then this Agreement is the full, final and complete settlement of the rights and interests of the parties in and to their property. It is further understood and agreed that this Agreement will be incorporated into any final decree of divorce which shall be rendered by the Court.

12. ENTIRE AGREEMENT. Each party acknowledges that this Agreement contains the entire understanding of the parties, and that there are no representations, warranties, covenants or understandings other than those expressly set forth herein.

13. VOLUNTARY ACCEPTANCE. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The parties hereto have been represented by their respective attorneys or have had an opportunity to confer with an attorney in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS OUR HANDS this 19th day of August, 1997. 10790 PG 684

1/13/98
ROBERT DOUGLAS TAYLOR

Terri Jean Taylor 1/13/98
TERRI JEAN TAYLOR

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Donna H. Leigh Notary a Notary Public in and for the State and County aforesaid, Robert Douglas Taylor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal, this 19th day of August, 1997.

Donna H. Leigh Notary
Notary Public

My Commission expires: January 27, 2001

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Maxine Stubblefield a Notary Public in and for the State and County aforesaid, Terri Jean Taylor, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal, this 3rd day of September, 1997.

Maxine Stubblefield
Notary Public

My Commission expires: 11/28/98

It is ORDERED, ADJUDGED and DECREED that all parts and portions of the foregoing Marital Dissolution Agreement executed by the parties and incorporated herein are hereby approved by the Court and made the judgment hereof in all respects. Unless specifically ordered by the Court, the child support provided for herein shall not be reduced or prorated.

It is further ORDERED, ADJUDGED and DECREED that the house and lot titled in the parties name shall be vested solely in Wife's name. Husband shall be divested of all rights, title, and interest in said property shall be vested in Wife. Said property located at 1116 Traceton Court, Antioch, Tennessee, which is located in Davidson County, Tennessee and more specifically described in Deed Book 8566, page 264 in the Register's Office of Davidson County, Tennessee, as follows:

> BEING Lot No. 271 on the Plan of Forest View Park, Section VIII, as of record in Plat Book 6900, Page 633, in the Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate description.
>
> BEING part of the same property conveyed to C & S Builders, Inc. by deed from Fox Ridge Company, a Limited Partnership of record in Book 7562, Page 934 in the Register's Office for Davidson County, Tennessee. By instrument of record in Book 7634, Page 226 the name of the corporation was changed to Fox Ridge Homes, Inc.
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> THIS conveyance is subject to a Declaration of Covenants, Conditions and Restrictions of record in Book 7079, Page 472, Register's Office for said County.
>
> THIS conveyance is subject to any and all zoning regulations, building restrictions and set back lines, if any, easements and rights-of-way for public utilities.
>
> THIS being the same property conveyed to Robert D. Taylor and wife, Terri J. Taylor by Fox Ridge Homes, Inc. being found in Book 8566, page 264 in the Register's Office of Davidson County.

It is further ORDERED, ADJUDGED and DECREED that the 1994 Jeep which is titled in both parties names shall be vested solely in the Wife's name. Husband shall execute all documents necessary to transfer said automobile to Wife.

The costs of this action are assessed to the Husband, Robert Douglas Taylor, for which execution may issue if necessary.

Enter this 13th day of January, 1998.

Muriel Robinson, Judge

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Approved for Entry:

Phillip L. Davidson, #6466
Attorney at Law
Suite 107
2400 Crestmoor Road
Nashville, TN 37215
615/386-7115

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of this document has been sent to Hon. David Rutherford, Attorney at Law, Suite 400, Washington Square, 214 Second Avenue, North, Nashville, TN 37201, on the 13 day of June, 1998.

Phillip L. Davidson

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 13 day of JANUARY , 19 98 , in the Case Number 97D2737 between TAYLOR, ROBERT DOUGLAS Plaintiff, and TAYLOR, TERRI JEAN Defendant, as same remains of record in Book 276C , Page 2285 of the Minutes of said Court.

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IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 11 day of FEBRUARY in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

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