2818/129

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CARRIE LYNN DEVINNEY,)
)
Plaintiff,)
)
vs.) DOCKET NO. 98D-312
)
JOHN ROBERT DEVINNEY,)
)
Defendant.)

BOOK 11044 PAGE 99

FINAL DECREE

This cause came on to be heard on the 6th day of May, 1998, upon the plaintiff's Complaint for Absolute Divorce, upon the written and notarized Marital Dissolution Agreement executed by the parties, the testimony of the plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce, and provided for by T.C.A. Sec. 36-4-101 (11).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and for the care, custody and maintenance of the minor children born to the parties; and more specifically, the terms of that Agreement are as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CARRIE LYNN DEVINNEY)
)
VS.) DOCKET NO. 98D-312
)
)
JOHN ROBERT DEVINNEY)

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 13rd day of January, 1998, by and between CARRIE LYNN DEVINNEY, hereinafter referred to as "Wife", and JOHN ROBERT DEVINNEY, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Agreement will be used in a Circuit Court Divorce action, Docket No. 98D-312, the parties do agree as herein below set out:

1. The parties acknowledge that they are the natural parents of two (2) minor children, namely: Caleb Sebastian DeVinney, born September 6, 1990, and Zachary James DeVinney, born May 1, 1992. The parties hereby agree to share joint care, custody and control of the minor children of the parties, with the children living primarily with the Wife; and the Husband shall have visitation with said minor children at reasonable times and places.

2. The Husband shall pay child support in the sum of Two Hundred Twenty Two Dollars ($222.00) every two weeks, which complies with the child support guidelines with respect to the Husband's gross income of One Thousand Eight Hundred Fifty Dollars ($1,850.00) per month. Said obligation of the Husband to pay child support shall commence effective with the signing of the Agreement and shall continue to be due and payable every other

Friday by the Husband to the Wife in each succeeding month of each succeeding year; and shall terminate when the minor children of the parties reach their respective ages of majority or otherwise become emancipated, or unless otherwise ordered by the Court.

3. The parties acknowledge (a) that no action by the parties shall be effective to reduce child support after the date when each of said payments are due and the signing of this Agreement; the parties further acknowledge (b) that approval by the Court shall be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the expressed terms of this Agreement.

4. The Husband presently carries in full force and effect a policy of medical health insurance, which insurance provides medical benefits for the minor children of the parties. The Husband agrees to continue said health insurance in full force and effect for the benefit of the minor children of the parties, and to pay any premiums and/or payroll deductions therefor, until said minor children reach their respective ages of majority, or otherwise become emancipated.

5. The Husband hereby agrees to be solely responsible for all medical and dental expenses of the minor children, not covered and/or reimbursed by the health insurance mentioned herein, until said minor children reach their respective ages of majority or otherwise become emancipated.

6. The Husband presently carries in full force and effect a life insurance policy, with a benefit value in the event of the Husband's death of Seventy Five Thousand Dollars ($75,000.00). The Husband hereby agrees to continue said life insurance policies in full force and effect, and to pay any premiums therefor, with the Wife remaining as the beneficiary until said minor children reach their respective ages of majority or otherwise become emancipated. Thereafter, the beneficiary will be whomever the Husband designates.

7. The only real property in which the parties share a joint interest is a house and lot located at 805 Virginia Avenue,

Nashville, Tennessee, 37216. With regard to said real property, the parties agree as follows:

(a) The Wife shall have all right, title and interest in and to said real property; and the Husband hereby by waives any interest in, or rights to said real property he may have. All interest in and to said real property is hereby divested out of the Husband and vested solely in the Wife.

(b) The Wife hereby agrees to be solely responsible for the timely repayment of the mortgage indebtedness, taxes, insurance and maintenance on said real property; and she shall hold the Husband harmless therefrom.

(c) The Husband agrees to execute a Quit Claim Deed in favor of the Wife, wherein he shall convey all of his right, title and interest in and to said real property solely to the Wife.

(d) When the real property is sold, the Wife agrees to pay to the Husband the sum of Ten Thousand Dollars ($10,000.00) plus seven percent (7%) interest compounded annually from the date of the Final Decree.

(e) The parties hereby agree to sign any other documents necessary in order to effectuate the provisions herein.

8. The Wife shall have all right, title and interest in and to one (1) 1988 Hyundai Excel vehicle, currently titled in both parties' names and the same being unencumbered. The Husband agrees to sign any document necessary in order to place title said vehicle in the Wife's name only.

9. The Husband hereby agrees to be solely responsible for and hold the Wife harmless therefrom the timely repayment of a joint debt in both parties' names in favor of Nashville Tech, with an approximate current balance of $15,000.00.

10. The Wife hereby agrees to be solely responsible for and hold the Husband harmless therefrom the timely repayment of the following joint debts in both parties' names: Capital One Visa, with an approximate current balance of $300.00; and Michael Mossman, with an approximate current balance of $3,000.00. The Wife further agrees to be solely responsible for and hold the

Husband harmless therefrom the timely repayment of a debt in the Husband's name only in favor of Spiegel, with an approximate current balance of $250.00.

10. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned bay the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

11. The parties hereby agree that, except as herein described, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

12. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

13. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signature.

CARRIE LYNN DEVINNEY

JOHN ROBERT DEVINNEY

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, CARRIE LYNN DEVINNEY, with whom I am personally acquainted, and who acknowledged to me that she signed the within MARITAL DISSOLUTION AGREEMENT as her free act and deed for the purposes therein contained, this 22nd day of January, 1998.

Theresa S. Hawkins
NOTARY PUBLIC

My commission expires:
11-28-98.

STATE OF TENNESSEE)
)
COUNTY OF _____)

Personally appeared before me, a Notary Public in and for said State and County, JOHN ROBERT DEVINNEY, with whom I am personally acquainted, and who acknowledged to me that he signed the within MARITAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained, this 23rd day of January, 1998.

Hugh D. Shoulders, Jr.
NOTARY PUBLIC

My commission expires:
10/20/99.

(D) The right to receive directly from the child's school upon written request which includes a current mailing address and upon payment of reasonable costs of duplication, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents;

(E) The right to receive copies of the child's medical records directly from the child's doctor or other health care provider upon written request which contains a current mailing address and upon payment of reasonable costs of duplication; and

(F) The right to be free of unwarranted derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child.

Any of the foregoing rights may be denied in whole or in part to one or both parents by the court upon a showing that such denial is in the best interests of the child.

I hereby certify that the child support as set forth herein substantially complies with the guidelines for child support as promulgated by the Department of Human Services under the authority of T.C.A. Sec. 36-5-101 (e),(1),(2), as amended.

For all which execution may issue as necessary.

ENTER, this 7th day of May, 1998.

JUDGE

BOOK 11044 PAGE 106

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 07 day of MAY , 19 98 , in the Case Number 98D312 between DEVINNEY, CARRIE LYNN Plaintiff, and DEVINNEY, JOHN ROBERT Defendant, as same remains of record in Book 281B , Page 1297 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 31 day of JULY in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

0699 07/31 0101 03CHECK 34.00

MAIL ENV.

98 JUL 31 AM 9:47

FELIX Z. WILSON III REGISTER DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

0699121