2852/181

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

93 AUG 26 PM 4:18

CLERK

D.C.

TERRI L. TOMLIN	)	
	)	
Plaintiff/Counter-Defendant	)	
	)	
v.	)	No: 97D-3392
	)	
KEVIN W. TOMLIN	)	
	)	
Defendant/Counter-Plaintiff.	)	

BOOK 11126 PAGE 619

FINAL DECREE

This cause came to be heard on the 26th day of August, 1998, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce and Husband's Answer and Counter-Complaint; upon the Marital Dissolution Agreement which provides for custody and support of the parties' minor children, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Husband and statements of counsel, from all of which the Court affirmatively found that the allegations of Husband's Counter-Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Husband to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor children; that this Marital Dissolution Agreement should be approved; and that the ninety day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Husband, Kevin W. Tomlin, be, and hereby is, awarded an absolute divorce from the Wife, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

BOOK 11126 PAGE 620

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TERRI L. TOMLIN Plaintiff/Counter-Defendant v. KEVIN W. TOMLIN Defendant/Counter-Plaintiff.	)	No: 97D-3392

FILED
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RICHARD R. ROOKER, CLERK
BK
D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed in **Terri L. Tomlin,** hereinafter referred to as "Mrs. Tomlin", against **Kevin W. Tomlin,** hereinafter referred to as "Mr. Tomlin", under Docket No. 97D-3392, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) **CONSIDERATION:** The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE:** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) **TAX EXEMPT STATUS:** This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

(4) **TRIAL:** Mr. Tomlin shall proceed to Court to obtain an absolute divorce on the

grounds of irreconcilable differences. BOOK 11126 PAGE 621

(5) **CUSTODY:** There are two minor children born to this marriage, namely Ryan Blake Tomlin, date of birth 5/21/90, presently eight years of age, and Erica Renee Tomlin, date of birth 7/13/93, presently five years of age. Both parties are fit and proper persons to share in the care, custody and control of the minor children and therefore, the parties agree that the custody of the minor children will be awarded to the parties **jointly**. The parties have lived separate and apart for over 1 year, and have conducted a **shared custody** arrangement, which has proved beneficial to the well being of the minor children. Mr. Tomlin is employed as a fireman with the Metropolitan Fire Department and his schedule requires him to work 24 hours on and be off 48 hours. Mrs. Tomlin is also employed full time working the regular 9:00-6:00 p.m. shift Monday through Friday, plus additional times and travel required as a result of her employment as a travel agent. For over a year the parties have shared custody by having them picked up at the mother's residence or school by Mr.Tomlin on his first of two days off. The children will spend the first day and one night with father until approximately 6:00 p.m. the next day, and then spend two nights with their mother, and this shall alternate throughout the week. This arrangement has been satisfactory and the oldest child, Ryan Blake Tomlin, has done well in school. The parties intend to continue this shared custody arrangement inasmuch as the standard visitation of every other weekend would not work because of the parties' work schedule. The parties will agree to alternate the major holidays, including July 4, Thanksgiving, Christmas, and Spring Break, and further agree that each parent shall have two weeks in the summer, if their work schedule permits.

Both parties agree that the minor childrens grandparents have played an important part in the childrens lives and further have assisted in a material way with the care giving of the minor children. Both parties agree that this has been beneficial for the minor children in that the grandparents have assisted tremendously with child care for the children. The parties further agree that they will continue this child care by the grandparents as the same is in the childrens best interest. The parties further agree that in the event this becomes unworkable, they will first attempt to resolve the issue among themselves. Both parties will continue to use the grandparents as primary baby sitters. Both parties further understand that if there are occasions when they only need a baby sitter for a short amount of time that it won't be necessary to use the grandparents, that they will use as person of

suitable age and discretion for limited baby sitting of the minor children not requiring the permission of either parent to do so.

Both parties understand and agree that the minor children currently attend Greater Nashville Junior Academy and as a result of attending this institution, they are required further to attend church on Saturdays as much as possible. The parties agree that in the event Mr. Tomlin is not scheduled to work on a Saturday and this is the alternating Saturday that the children are with the mother, mother will allow father to take the minor children to church on Saturday, pick them up from her home and return them to her home. Further, in the event that Mrs. Tomlin decides to take the children to church on Saturday, then she may do so.

The parties are further in agreement that in the event Mr. Tomlin takes a day off in addition to the two days that he gets off alternating, that he would be allowed to exercise visitation with the children on that day and the night prior so long as he provides Mrs. Tomlin adequate notice. Both parties are further in agreement that in the event Mrs. Tomlin were to take an additional day off in addition to the Saturdays and Sundays that she has off that she would also receive the same courtesy and provide adequate notice to Mr. Tomlin.

Pursuant to the 1997 Public Act, Chapter 351, the non-custodial paren shall be awarded: (a) the right to unimpeded telephone calls with the child at least twice per week at reasonable times and for reasonable duration; (b) the non-custodial parent shall have the right to send mail to the child which the custodial parent shall not open and shall not censor; the non-custodial parent shall have the right to receive notice of relevant information as soon as practicable (but not more than 24 hours) in the event of hospitalization, major illness, or the death of the children; (c) the non-custodial parent shall have the right to receive directly from the child's school copies of the child's report cards, attendance records, teacher's names, class schedules, standardized test scores, and other records which are customarily made available to parents, the non-custodial parent's written request must be made to the school with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records; (d) the non-custodial parent shall have the right to receive directly from the child's physicians and other health care providers copies of the child's medical records; and (e) neither party shall make derogatory remarks about the other party in the child's presence.

(6) **CHILD SUPPORT:** Mr. Tomlin is employed as a fireman with the Metropolitan Fire Department earning approximately $36,000.00 per year. Mrs. Tomlin is employed with CUC International, Inc. earning approximately $32,000.00. Since the children will be spending approximately equal time with each parent, the parties will not be required to pay any child support. Each parent will be responsible to purchase clothes and food for the children when the children are in their possession. The parties further agree that they intend for their children to attend private schools. The parties agree that each parent will be responsible for one half the tuition, uniforms and books for each child to attend the Greater Nashville Junior Academy or Madison Academy through grade 12. This obligation to pay one half of the tuition for private schools shall be in lieu of further child support obligations

It is affirmatively acknowledged by the parties, pursuant to the provisions of T.C.A. §36-5-101(h), that no action by the parties will be effective to reduce child support after the due date of each payment, and that 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 the Agreement.

The parties further acknowledge that the child support, as set forth in this Marital Dissolution Agreement, complies with the support guidelines as adopted by the State of Tennessee.

(7) **HEALTH INSURANCE:** Mr. Tomlin will maintain health and dental insurance coverage for the benefit of the minor children. Each party will be for payment of one-half all uncovered medical and dental expenses incurred by the children, including hospital, doctor, dental, orthodontic, opthamologic, prescription drugs and any deductible, until each child attains the age of 18 years or graduates with his or her class from high school, whichever is the latter event to occur.

(8) **MARITAL RESIDENCE:** The parties own the marital residence located at 2972 Greer Road, Goodlettsville, Davidson County, Tennessee, as joint tenants by the entirety. All right, title and interest which Mrs. Tomlin has in and to the marital residence, shall be divested from her and the sole and exclusive ownership, in and to said property, shall be vested in Mr. Tomlin in fee simple and he shall assume the balance of the mortgage indebtedness owing to Northwest Mortgage and hold Mrs. Tomlin harmless from any responsibility therefrom. This property is more particularly described as follows:

Land in the 10th Civil District of Davidson County, Tennessee, described according to an unrecorded survey by Ray G. Cole, Tennessee Surveyor License No. 924, dated February 20, 1990, Job. No. 90-013, Cole Land Surveying, 326 West Drive, White House, Tennessee 37188, as follows:

BEGINNING at an existing concrete monument in the easterly margin of Greer Road, being South 37 degrees 08' 14" East 55.00 feet from the southeast corner of a tract of land owned by Henry G. Tate by deed of record in Book 4728, page 993, Register's Office for Davidson County, Tennessee, and the northwest corner of this tract, the POINT OF BEGINNING; thence from said beginning point and along the easterly margin of Greer Road, North 37 degrees 08' 14" West 55.00 feet to an existing iron pin in the southeast corner of the aforesaid Tate Property; thence leaving the easterly margin of Greer Road, North 39 degrees 15' 04" East 380.53 feet to an existing iron pin; thence North 37 degrees 52' 27" West 130.26 feet to an existing iron pin; thence North 39 degrees 18' 15" West 193.46 feet to an existing iron pin; thence South 85 degrees 33' 33" East 1034.02 feet to an iron pin; thence South 06 degrees 48' 39" West 99.94 feet to an existing iron pin in the northerly margin of Gregory C. Green Property; thence along the northerly margin of Green, North 89 degrees 41' 59" West 438.18 feet to an existing iron pin; thence along the westerly margin of Green, South 00 degrees 18' 01" West 147.29 feet to an existing iron pin; thence South 11 degrees 56' 41" West 77.63 feet to an existing iron pin; thence North 78 degrees 09' 08" West 255.23 feet to an existing iron pin; thence North 60 degrees 31' 11" West 89.16 feet to an existing iron pin; thence South 40 degrees 05' 40" West 375.27 feet to the point of beginning, containing 5.03 acres, more or less.

Being the same property conveyed to Kevin W. Tomlin and wife, Terri L. Tomlin, by deed from Tommy Cunningham and wife, Patricia Cunningham, by deed of record in Book 8150, page 685, Register's Office of Davidson County, Tennessee.

In lieu of her equitable interest in and to the aforementioned property, Mr. Tomlin shall pay to Mrs. Tomlin within ninety (90) days of the approval of this agreement by the Court, the sum of $20,000.00. The $20,000.00 debt to Ms. Tomlin shall remain a lien on the house until it is paid to her.

(9) **FURNITURE AND FURNISHINGS:** The parties have equitably divided the furniture and furnishings and each party will retain the sole and exclusive ownership of any and all furniture in his or her possession as of the date of the execution of this Agreement.

(10) **AUTOMOBILES:** Mrs. Tomlin shall be awarded the 1998 Ford Van automobile, free and clear of any claims from Mr. Tomlin. Mr. Tomlin shall be awarded the 1989 GMC pickup truck, free and clear of any claims from Mrs. Tomlin.

(11) **RETIREMENT/401(K)S:** Mrs. Tomlin shall be awarded her savings incentive plan (401(k)) through her employment with CUC International, Inc., free and clear of any claims from Mr. Tomlin. Mr. Tomlin shall be awarded his Metro Retirement and PEBSCO, free and clear of any claims from Mrs. Tomlin.

(12) **STOCK OPTIONS:** Mrs. Tomlin is the recipient of certain stock options through her employment with CUC International, Inc. These options are known as the Cendant Corporation stock options. Mrs. Tomlin shall be awarded these stock options, free and clear of any claims for Mr. Tomlin.

(13) **BANK ACCOUNTS:** Each party shall be awarded their bank accounts in their sole and separate name, including checking and savings, free and clear of any claim from the other party.

(14) **LIFE INSURANCE:** Mr. Tomlin presently has life insurance on his life through his employment with the Metropolitan Government. Mr. Tomlin shall continue to maintain this life insurance, payable to the children, as beneficiaries, until the youngest child attains the age of 18 years or graduates with her class from high school, whichever is the latter event to occur.

Wife has through her employment life insurance with Northwestern National Life Insurance of Minneapolis, Minnesota 55440, Group Policy No: GL-21075-7. The face value of the same being two times the annual base salary with a maximum of $200,000.00. Wife will name the minor children as beneficiaries until the youngest child attains the age of eighteen (18) or graduates with her high school, whichever event occurs last.

(15) **PERSONAL PROPERTY**: Each party is awarded that personal property which is currently in their possession to the exclusion of the other party.

(16) **DEBTS:** Each party shall be responsible for any debts in their sole and separate name and shall hold the other party harmless from any responsibility thereon.

(17) **ATTORNEY'S FEES:** Each party will be responsible for their respective attorney's fees.

(18) **COURT COSTS:** Mr. Tomlin will pay the final court costs.

(19) **COLLEGE TUITION:** Each party shall be responsible for one half the cost of college tuition for each child to attend college or university for four years at a school, not to exceed the then prevailing cost to attend the University of Tennessee as an in-state student.

(20) **TAX EXEMPTIONS:** Mrs. Tomlin shall claim Ryan Blake Tomlin as an exemption for the purpose of filing her Form 1040 Federal Income Tax return. Mr. Tomlin shall claim Erica Renee Tomlin as an exemption for the purpose of filing his Form 1040 Federal Income Tax return.

(21) **ENFORCEMENT PROVISION:** In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and court costs in the enforcement of same.

(22) **ACCEPTANCE BY THE PARTIES:** With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 523 (5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

(23) **FAIRNESS OF AGREEMENT:** Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and in keeping with her accustomed standard of living and her reasonable requirements.

(24) **VOLUNTARY ACCEPTANCE:** The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(25) **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(26) **COMPLETE DISCLOSURE:** Each party has made a full and complete disclosure of his or her assets and liabilities.

(27) **ESTATE WAIVER:** It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent

or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(28) **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this the 11 day of August, 1998, as to Mrs. Tomlin and the 11 day of August, 1998, as to Mr. Tomlin.

TERRI L. TOMLIN

KEVIN W. TOMLIN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within **Terri L. Tomlin**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11th day of August, 1998.

NOTARY PUBLIC

My Commission Expires: 7/28/2001

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within **Kevin W. Tomlin**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11 day of August, 1998.

NOTARY PUBLIC

My Commission Expires: 3/23/2002

It is further **ORDERED** that Wife will have a lien on the real property described below until the $20,000.00 is paid to Ms. Tomlin, which represents her equitable share of the residence. Upon payment of this amount, Ms. Tomlin will promptly file a release of lien.

Land in the 10th Civil District of Davidson County, Tennessee, described according to an unrecorded survey by Ray G. Cole, Tennessee Surveyor License No. 924, dated February 20, 1990, Job. No. 90-013, Cole Land Surveying, 326 West Drive, White House, Tennessee 37188, as follows:

BEGINNING at an existing concrete monument in the easterly margin of Greer Road, being South 37 degrees 08' 14" East 55.00 feet from the southeast corner of a tract of land owned by Henry G. Tate by deed of record in Book 4728, page 993, Register's Office for Davidson County, Tennessee, and the northwest corner of this tract, the POINT OF BEGINNING; thence from said beginning point and along the easterly margin of Greer Road, North 37 degrees 08' 14" West 55.00 feet to an existing iron pin in the southeast corner of the aforesaid Tate Property; thence leaving the easterly margin of Greer Road, North 39 degrees 15' 04" East 380.53 feet to an existing iron pin; thence North 37 degrees 52' 27" West 130.26 feet to an existing iron pin; thence North 39 degrees 18' 15" West 193.46 feet to an existing iron pin; thence South 85 degrees 33' 33" East 1034.02 feet to an iron pin; thence South 06 degrees 48' 39" West 99.94 feet to an existing iron pin in the northerly margin of Gregory C. Green Property; thence along the northerly margin of Green, North 89 degrees 41' 59" West 438.18 feet to an existing iron pin; thence along the westerly margin of Green, South 00 degrees 18' 01" West 147.29 feet to an existing iron pin; thence South 11 degrees 56' 41" West 77.63 feet to an existing iron pin; thence North 78 degrees 09' 08" West 255.23 feet to an existing iron pin; thence North 60 degrees 31' 11" West 89.16 feet to an existing iron pin; thence South 40 degrees 05' 40" West 375.27 feet to the point of beginning, containing 5.03 acres, more or less.

Being the same property conveyed to Kevin W. Tomlin and wife, Terri L. Tomlin, by deed from Tommy Cunningham and wife, Patricia Cunningham, by deed of record in Book 8150, page 685, Register's Office of Davidson County, Tennessee.

It is further **ORDERED, ADJUDGED AND DECREED** that the parties inform this Court of any change of address within thirty (30) days of any such change, which address is different from the parties' present addresses hereafter stated:

Kevin W. Tomlin
2972 Greer Road
Goodlettsville, TN 37072

Terri L. Tomlin
1422 Nesbitt Lane
Madison,TN 37115

It is further **ORDERED, ADJUDGED AND DECREED** that, unless specifically ordered by the Court, child support shall not be prorated or reduced.

It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against Husband for which let execution issue, if necessary.

ENTER this 26th day of Aug, 1998.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
615-244-2202

Robert L. Jackson w/permission

ROBERT L. JACKSON
214 Second Avenue North, Suite 103
Nashville, TN 37201

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on Robert L. Jackson, 214 Second Avenue North, Suite 103, Nashville, TN 37201, by placing same in the U. S. Mail, postage prepaid, on this the 26 day of August, 1998.

D. SCOTT PARSLEY

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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 26 day of AUGUST , 19 98 , in the Case Number 97D3392 between TOMLIN, TERRI L. Plaintiff, and TOMLIN, KEVIN W. Defendant, as same remains of record in Vol. 285C , Page 1811 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 21 day of SEPTEMBER 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

98 SEP 25 PM 12:17
DAVIDSON COUNTY, TN.

PICK-UP

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