IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FEE NOV 16
RICHARD R. ROOKE
B Murray

DEBORAH CELESTE OXFORD	]	
	]	
Plaintiff,	]	
	]	
vs.	]	No. 96D-2805
	]	
GLEN PARKHURST OXFORD	]	
	]	
Defendant.	]	

FINAL DECREE

This cause came on to be heard before the Honorable Muriel Robinson, Judge, on the 16th day of November, 1998, and upon the original complaint of the wife, Deborah Celeste Oxford, the answer and counter-complaint of the husband having been previously withdrawn and dismissed. Following the testimony of the wife, statement of counsel and a review of the entire record by the Court, the Court is of the opinion that such irreconcilable differences exist in the marriage of the parties as to make a continuation thereof not in their best interest.

It is therefore **ORDERED, ADJUDGED and DECREED** that the wife, Deborah Celeste Oxford, is awarded an absolute divorce from the husband, Glen Parkhurst Oxford, and both parties are restored to all rights and privileges of unmarried persons. The bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

It further appears to the Court that the parties have entered into a Marital Dissolution Agreement, which the Court affirmatively finds make a fair and equitable distribution of the marital estate of the parties, and makes adequate and suitable provisions for the custody, care and support of the parties two minor children, and it is accordingly **ORDERED, ADJUDGED and DECREED** that the Marital Dissolution Agreement shall become a part of this final decree and as follows:

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NOV 16 1998

RICHARD R. ROOKER, Clerk

By _____ Deputy

DEBORAH CELESTE OXFORD,
Wife

VS.

GLEN PARKHURST OXFORD,
Husband.

NO. 96D-2805

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between DEBORAH CELESTE OXFORD (hereinafter referred to as "Wife") and GLEN PARKHURST OXFORD (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the above captioned divorce proceeding is now pending in the Fourth Circuit Court for Davidson County, Tennessee, and being Civil Action Number 96D-2805; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, child custody rights, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties agree that this Marital Dissolution Agreement shall be presented to the Court for ratification and approval as soon as possible, and upon approval by the Court, shall be incorporated into a Final Decree of Divorce awarding Wife an absolute divorce from Husband on the grounds of irreconcilable differences as alleged in Wife original Complaint for Divorce.

2. The parties are the parents of two children, Jennifer Clayton Oxford, born July 28, 1990, and Kendall Lee Oxford, born March 5, 1994. The parties agree that the custody of these two children shall be vested in both parties jointly, with the Wife being designated as the primary custodian and with the Husband having reasonable visitation rights with the children as agreed upon between the parties, but with the further understanding that the minimum visitation afforded to the Husband shall be those standard visitation privileges normally awarded to non-custodial parents by the Domestic Relations Courts of Davidson County, Tennessee. Should a dispute arise between the parties as to child visitation, either party may apply to the Court by motion for a specific designation of visitation rights. The Wife agrees that she will consult with the Husband regarding all major issues concerning the health, education and welfare of the children.

Pursuant to T.C.A. §36-6-101(a)(3), each parent shall have the following rights when the children are not in his or her care:

a) The right to unimpeded telephone conversations with the children at least twice each week at reasonable times and for reasonable duration;

b) The right to send mail to the children which the custodial parent will not open and will not censor;

c) The right to receive notice and relevant information as soon as practical (but not more than 24 hours) in the event of hospitalization, major illness, or death of either child;

d) The right to receive, directly from the school, copies of the children's report cards, attendance records, teachers' names, class schedules, standardized test scores, and other records which are customarily made available to parents. A 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;

e) The right to receive, directly from the children's physicians and other health care providers, copies of the children's medical records. A written request must be made to the

health care provider with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

f) The right to be free of derogatory remarks made about the non-custodial parent and his or her family by the custodial parent to either child or in the child's presence.

3. As support for the parties' minor children, Husband shall pay to Wife on a monthly basis the sum of Thirteen Hundred Ninety Nine Dollars ($1,399.00). Support payments by Husband to Wife are due and payable to the Wife on or before the 5th day of each month, and with the first payment being due and payable on or before the 5th day of September, 1998, and for the month of September, 1998. These child support payments by Husband to Wife are in compliance with current Tennessee Child Support Guidelines. No reduction, alteration or discontinuance of these child support payments will be made without the express permission of the Fourth Circuit Court of Davidson County, Tennessee.

On or before April 15 of each year, the Husband shall provide to the Wife proof of his annual income for the previous year by furnishing to her copies of his W2, 1099, or other appropriate documentation. This provision is by agreement of the parties & not a requirement of the court & will be treated as a

4. The Wife currently has available to her medical and dental related insurance covering the minor children through her employment with Earl Swensson Architect. For so long as this insurance continues to be available to Wife, Wife shall maintain the insurance in full force and effect and as it now applies to the medical and dental related needs of the minor children. The monthly cost of this insurance to the Wife is currently $60.00, and the Husband shall reimburse Wife the sum of $30.00 per month for one-half (1/2) of the total monthly cost of such insurance. Husband's payment to Wife for medical and dental insurance coverage on the children as hereinabove set out shall be due and payable on the 5th day of each month for that month. All medical related and dental related expenses of the minor children not covered by insurance shall be divided equally between Husband and Wife.

Medically related needs include, but are not limited to, physician expenses, hospital expenses, out-patient expenses, and medication expenses with the exception of non-prescription drugs. Dental related expenses include, but are not limited to, routine dental care, orthodontic care, braces or other devices and other expenses relating to the health and care of the teeth and mouth of the children. Should the medical and dental insurance now available to the Wife through her place of employment and affording coverage to the minor children, no longer be available to the Wife, then and in that event either party may apply to the Court by motion for such further orders as may be necessary relating to the health care and dental care of the minor children.

5. Each of the parties' minor children is now enrolled in a private school. It is the mutual desire and intention of the parties that their children should continue to be educated in private schools until the graduation of each child from high school so long as the parties each feel they can financially afford to do so. The current pre-school tuition is $5,688.00 for Kendall and the school tuition for Jennifer is $8,000.00 per year. Each party has been paying one-half (1/2) of that tuition. Each party agrees that he or she shall be liable for the continued payment of one-half (1/2) of the total yearly costs of the private school education of their two minor children until each child graduates from high school, if he or she feels that he or she can financially afford to continue his or her contribution toward that expense. This decision shall be made by each party on an annual basis. If either party determines that he or she cannot financially contribute his share of the expenses and the other party still wishes to send the children to private school, that party may choose to pay all of those expenses and the children shall be allowed to continue in private school. The total costs of private education shall include tuition, book and supplies and extracurricular activities associated with school attendance.

6. For all times as the Husband continues to have a support obligation to the parties' children, the Husband shall maintain in

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

full force and effect an insurance policy on his life in the minimum amount of Two Hundred Thousand Dollars ($200,000.00), and designating the Wife as the sole and exclusive trustee/beneficiary for the use and benefit of the minor children. In the event of Husband's untimely death, the expenditure of such insurance funds shall be at the sole and exclusive discretion of the Wife, provided that such expenses shall be solely for the benefit of the children, and no accounting of such expenditure shall be required of Wife. The insurance policy to be maintained by the Husband shall be owned by the Husband, and at such time as the Husband no longer has a support obligation to either of the minor children, he may do as he may please with the policy. Within ten days from the date of entry of the Final Decree of Divorce in this cause, Husband shall furnish Wife with documentation as to the existence of the policy.

7. The parties currently own as tenants-by-the-entirety real property located at 916 South Wilson Boulevard, Nashville, Tennessee 37215. This property is the former homeplace of the parties and is now occupied by the Wife and the parties' two minor children. The property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 34 on the plan of Woodmont Park Subdivision, of record in Book 547, page 148, Register's Office for said County.
>
> SAID Lot No. 34 fronts 100 feet on the easterly margin of South Wilson Boulevard and extends back between parallel lines, 200 feet to a dead line.
>
> BEING the same property conveyed to Glen Parkhurst Oxford and wife, Celeste Griscom Oxford, by deed of record in Book 7782, page 625, Register's Office for Davidson County, Tennessee.

8. The aforementioned real property shall become the sole and exclusive property of the Wife free and clear from any claim thereon by the Husband. It shall be the responsibility of the Wife to pay the current mortgage indebtedness against the property and to hold Husband harmless from any further responsibility therefor. Simultaneously with the execution of this Agreement, Husband shall quitclaim his interest in said property into the name of the Wife. Thereafter, the Wife shall own said property free and clear from any claim of any nature whatsoever by Husband. Wife further agrees that within six (6) months from the date of the execution of this

Agreement, that she will refinance the aforementioned real property so that Husband's name shall be deleted from any further mortgage obligation relating to the property.

9. As an equitable division of the marital estate of the parties, and in consideration of the real estate conveyance above depicted, Wife shall pay to the Husband the total sum of Twenty Thousand Dollars ($20,000.00). Ten Thousand Dollars ($10,000.00) of this amount shall be paid by Wife to Husband in cash within sixty (60) days from the date of the execution of this Agreement. The remaining balance of Ten Thousand Dollars ($10,000.00) shall be paid by Wife to Husband in five increments of Two Thousand Dollars ($2,000.00) per year with the first payment being due and payable on or before July 1, 1999, and with the last payment being due and payable on or before July 1, 2003. Interest shall accrue on the unpaid balance at the rate of six percent (6%) per year simple interest, however there shall be no penalty for pre-payment.

10. The parties acknowledge that the Husband owns his own architecture business. In acquiring this business, or for other reasons, and at Husband's request, Wife has signed certain bank guarantees for loans made to Husband associated with the startup of his business. Husband has represented to Wife that all of these bank guarantees or other obligations that may have been assumed by Wife at Husband's request, have been paid in full, including the Ten Thousand ($10,000.00) debt which Husband recently paid in full. Husband agrees that as soon as he receives the cancelled note from First Union Bank, he will provide Wife with a copy of the same. Husband shall at all times hereafter hold Wife harmless from the payment of any and all bank guarantees or any other obligations that may have been assumed by Wife at Husband's request. Within six (6) months from the execution of this Agreement, Husband agrees that he will have Wife's name removed from any and all financial obligations or bank guarantees of any nature whatsoever that Wife has previously signed at Husband's request. Husband represents that there are no other debt obligations of any nature whatsoever of which he is aware and wherein, Wife would be responsible for the

payment of the debt obligation in the event of default by the Husband. Wife represents that she is unaware of any debt obligation that she has accumulated for which Husband could be held responsible. Each party agrees that any and all debt obligations incurred by either party are debt obligations for which the opposite party has no responsibility, and the ultimate discharge of the debt obligation is the responsibility of that party making the obligation. Each party agrees to hold the opposite party harmless from any responsibility for any debt obligation made by that party.

11. The parties acknowledge that they have filed joint income tax returns during the years in which they have been married, and including the calendar year of 1997. Each party represents to the opposite party that all income information, including income earned by either party, is true and correct as to income earned and taxes owed by each reporting party. Husband has relied upon the information furnished by Wife as to income that she has earned and Wife has relied upon information furnished by Husband as to income that he has earned. In addition thereto, each party has relied upon the authenticity of any and all deductions claimed by the party. Should a subsequent income tax audit reveal that the parties have an additional income tax obligation regarding any joint tax return filed by the parties, then and in that event, the responsibility for the payment of all taxes, penalty or interest owed shall be upon that party whose misrepresentation or miscalculation caused the obligation. The causing party shall hold the non-causing party harmless from any and all responsibility for the payment of any additional tax obligation or penalty or interest accrued thereon. Should a dispute arise as to the liability of either party for the payment of additional taxes, interest or penalties, according to the terms of this decree, the issue shall be resolved by an independent certified public accountant to be mutually agreed upon by both parties.

12. The parties acknowledge that each party has accumulated a substantial amount of personal property. The parties further agree that they have substantially divided all such accumulated personal

property. All household goods, furnishings and effects now located at the homeplace property on South Wilson Boulevard shall become the sole and exclusive property of the Wife free and clear from any further claim thereon by Husband. All household goods, furnishings and effects of the Husband at 510 Old Hickory Boulevard, Apt. 919, shall become the sole and exclusive property of the Husband free and clear from any further claim thereon by Wife. All motor vehicles in the possession of each party shall become the sole and exclusive property of the possessing party free and clear from any claim thereon by the opposite party. Any mortgage indebtedness against any vehicle in the possession of either party shall be paid by the possessing party, and who shall hold the non-possessing party harmless from any further responsibility. All other personal assets of any nature whatsoever in the actual constructive possession of each party shall become the sole and exclusive property of that possessing party free and clear from any further claim of any nature whatsoever by the opposite party. This personal property includes, but is not limited to, financial assets of any nature whatsoever, business assets of any nature whatsoever, retirement or pension assets of any nature whatsoever, monetary assets of any nature whatsoever, retirement or pension assets of any nature whatsoever, monetary assets of any nature whatsoever, banking asses of any nature whatsoever, insurance assets of any nature whatsoever, and any and all remaining personal property of any nature whatsoever.

13. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, 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 such claim is made shall be entitled to recover from the responsible 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.

14. In the event it becomes reasonably necessary for either party to institute or defend legal proceedings to procure the enforcement of any provision of this Agreement, the successful party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

15. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

16. 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, curtesy, 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.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

18. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into

voluntarily.

19. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

20. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

21. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

22. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and with respect to child custody, child support, only with the approval of the Court, and this requirement cannot be waived by oral agreement.

23. This Agreement shall be construed under the laws of the State of Tennessee.

24. The parties acknowledge and agree that all provisions contained in this Agreement that require one party to hold the opposite party harmless from any debt, obligation or for any further reason are all in the nature of support obligations that the obligor party has to the obligee party. The obligee party is dependent upon the fulfillment of each obligation for the necessary support and maintenance of that obligee party. As support obligations, the parties agree that the same are not subject to the relief of any nature whatsoever under any provision of the United States Bankruptcy Code. Should either party attempt to seek any relief of any nature whatsoever under the Bankruptcy Code from the fulfillment of any imposed obligation, then and in that event, the obligee party may apply to the Fourth Circuit Court of Davidson County, Tennessee, or any successor Court having jurisdiction, for such further relief as the Court may deem appropriate, and including the right of contempt proceedings or additional

alimony/support awards. The Fourth Circuit Court of Davidson County, Tennessee retains jurisdiction of this cause for that purpose.

25. Neither party shall be obligated to pay alimony or future spousal support to the opposite party. Each party shall be responsible for the payment of their respective attorney's fees. The Husband shall be responsible for payment of the balance of the Court costs, for which execution may issue if necessary.

THIS AGREEMENT is entered into and accepted by the Wife, Deborah Celeste Oxford, on the 9th day of November, 1998.

Deborah Celeste Oxford
DEBORAH CELESTE OXFORD

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Brenda J. Womack, a Notary Public in and for the aforesaid County and State, DEBORAH CELESTE OXFORD, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 9th day of November, 1998.

Brenda J. Womack
NOTARY PUBLIC

My Comm. Expires: 3-27-99

THIS AGREEMENT is entered into and accepted by the Husband, Glen Parkhurst Oxford, on the 30th day of Oct., 1998.

G. P. Oxford
GLEN PARKHURST OXFORD

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela G. Rice, a Notary Public in and for the aforesaid County and State, GLEN PARKHURST OXFORD, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 30th day of October, 1998.

Pamela G Rice
NOTARY PUBLIC

My Comm. Expires: 9-29-01

It is further **ORDERED, ADJUDGED and DECREED** that the husband shall pay the cost of this cause, all for which execution may issue, if necessary.

The full name and address of the wife is Deborah Celeste Oxford, and her mailing address is 915 S. Wilson Blvd., Nashville, Tennessee 37215. Her social security number is [redacted]-974.

The full name and address of the husband is Glen Parkhurst Oxford, and his mailing address is 510 Old Hickory Blvd., Suite 919, Nashville, Tennessee 37209. His social security number is [redacted]-8327

Enter this 16th day of November, 1998.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

JACK NORMAN, JR.
Attorney for Plaintiff/Wife
213 Third Avenue North
Nashville, Tennessee 37201
(615) 254-0656
Reg. #2702

CERTIFICATE OF SERVICE

I certify that a copy of this Final Decree has been mailed to Ms. Rose Palermo, Attorney for Husband, 43 Music Square West, Nashville, Tennessee 37203, on this the 16th day of NOVEMBER, 1998.

JACK NORMAN, JR., Attorney

BOOK 11269 PAGE 818

CHILD SUPPORT STATISTICAL INFORMATION CASE NO. 96D-2805

FAILURE TO APPROPRIATELY UPDATE THIS INFORMATION OR GIVING FALSE INFORMATION COULD LEAD TO BEING CITED FOR CONTEMPT OF COURT OR HAVING A DEFAULT JUDGMENT ENTERED AGAINST YOU.
It is further ordered by the Court that both parties update the following information with any changed within 10 days of the change to the CIRCUIT COURT CLERK, 506 METRO COURTHOUSE, NASHVILLE, TN 37201:

FILED
1998 NOV 16 PM 3:06
RICHARD R. ROOKER, CLERK
D.C.

Father's Information

Full Name: Oxford, Glen Parkhurst SSN [redacted]-8327
(Last, First, Middle)

Residential Address: 510 Old Hickory Blvd. Apt 919 Phone: (615) 352-4917
Nashville, TN 37209 Birth date: 3-21-55
(City, State, Zip Code)

Mailing Address: Same **Birthplace:**
(if different from above) (# and Street, Apt.#) City: Sacramento

(City, State, Zip Code) State: California
Driver License # 41403101

Employer's Name: Self Employed/Oxford Architecture
Employer's Address: 209 10th Avenue South, Suite 320 Phone: 615-256-3455
Nashville, Tennessee 37203

Health Insurance Co.: Americare Agency Services, Inc., Available through Employer?
( )Yes ( )No
Cost to Employee (if any)

Health Ins. Address: 2550 Ridgeway, P.O. Box 17237 Memphis, TN 38187-0237 $_____

Mother's Information

Full Name: Oxford, Celeste Griscom SSN: [redacted]-9754
(Last, First, Middle)

Residential Address: 916 S. Wilson Blvd. Phone: 615-385-9354
Nashville, TN 37203 Birth date: 8-22-51
(City, State, Zip Code)

Mailing Address: Same **Birthplace:**
(if different from above) (# and Street, Apt. #) City: Nashville

State: Tennessee
(City, State, Zip Code)

Driver License # TN 45168816

Employer's Name: Earl Swenson, Architect

Employer's Address: 2100 West End Avenue, Suite 1200 Phone: 615-329-9445
Nashville, TN 37230-3154

Health Insurance Co.: Care Alliance Available through Employ
(X)Yes ( )N
Cost to Employee: $60.00
Per month

Health Ins. Address: % Willis-Corroon P.O. Box 305154, Nashville, TN 37230-3154

Children(s) Information

(1) Child's Full Name: Oxford, Jennifer Clayton SSN: [redacted]-8365
(Last, First, Middle)

Residential Address: 916 S. Wilson Blvd. Birth date: 7-28-90
Nashville, TN 37215

(2) Child's Full Name: Oxford, Kendall Lee SSN: [redacted]-4143
(Last, First, Middle)

916 S. Wilson Blvd. Birth date: 3-5-94
Nashville, Tn 37215

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 16 day of NOVEMBER , 19 98 , in the Case Number 96D2805 between OXFORD, DEBORAH CELESTE GRISCOM Plaintiff, and OXFORD, GLEN PARKHURST Defendant, as same remains of record in Vol. 377 , Page 69286 of the Minutes of said Court.

0529826
IDENTIF. ◆ REFERENCE

98 DEC 29 PM 12:44
REGISTER
DAVIDSON COUNTY, TN.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 21 day of DECEMBER in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk

95 12/29 0101 03CHECK 66.00