2410/2109

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

95 MAR 24 PM 4:39

D.C.

BOOK 11307 PAGE 284

KAREN M. PORTER, 3116 Lumberjack Road Nashville, Tennessee 37214 Plaintiff/Wife, v. TOMMY L. PORTER, JR. 217 Players Court Nashville, Tennessee 37211 Defendant/Husband.	)	No. 95D-85 NOTICE OF ENTRY REQUIRED

FINAL DECREE OF DIVORCE

This cause came to be heard on the 22nd day of March, 1995, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Wife, service of process on the Husband, upon the written Marital Dissolution Agreement executed by the parties, upon the testimony of the Wife, statements of counsel and upon the entire record from all of which the Court finds that there are irreconcilable differences in the marriage that the Wife should be awarded an absolute divorce from the Husband. The Court further affirmatively finds that the written Marital Dissolution Agreement tendered to the Court makes an equitable settlement of all property rights between the parties. It is, therefore,

ORDERED, ADJUDGED and DECREED that the Wife, KAREN M. PORTER be awarded an absolute divorce from the Husband, TOMMY L. PORTER JR, on the ground of irreconcilable differences; and it is further

ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement be approved and made a decree of this Court, the same being incorporated herein in words and figures as follows:

05396666
IDENTIFICATION REFERENCE
99 JAN 22 AM 9:38
ALL COUNTY REGISTER
DAVIDSON COUNTY, TN.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KAREN M. PORTER,

Plaintiff/Wife,

v.

TOMMY L. PORTER, JR.

Defendant/Husband.

No. 95D-85

95 MAR 24 PM 4:39

RICHARD R. ... D.C.

BOOK 11307 PAGE 285

MARITAL DISSOLUTION AGREEMENT

Come now KAREN M. PORTER, hereinafter referred to as "Wife" or "Mrs. Porter," and TOMMY L. PORTER, JR., hereinafter referred to as "Husband" or "Mr. Porter," pursuant to Tenn. Code Ann. § 36-4-129, hereby enter into this Marital Dissolution Agreement as follows:

WHEREAS, the parties were married on January 16, 1970, in Birmingham, Alabama, and

WHEREAS, the parties have one child of said marriage, and

WHEREAS, the parties wish to make arrangements in connection with the dissolution of their marriage and settle all property rights, child custody and support and debts growing out of the marital relationship.

IT IS, THEREFORE, agreed that for an in consideration of the mutual promises and premises herein contained, the parties enter into this Marital Dissolution Agreement on the following terms:

I. GROUNDS FOR DIVORCE. Wife shall be awarded an absolute divorce from the Husband on the grounds of irreconcilable differences.

II. PERSONAL PROPERTY.

Wife will receive the following items of personal property: cherry secretary, pine linen press, cherry deacons bench, living room sofa, bedroom furniture, AST computer and all items associated with it, all appliances in the marital home except those listed specifically below which Husband shall receive, ½ of all cooking utensils, and ½ of all linens.

Husband will receive the following items of personal property: Large screen Magnavox TV with VCR, 2 recliners, guest bedroom furniture, chest of drawers from master

bedroom, etagere in bedroom, guest room television, all antique farm implements, etc. which were gifts from Husband's parents, all pictures of Husband's family, Mennonite rocker, antique settee and rocker which was a gift from Husband's mother.

The parties have previously separated their bank accounts and each claims no further interest in the other's accounts.

III. REAL PROPERTY. The parties are joint owners of a home at 3116 Lumberjack Road, Nashville, Tennessee 37214, being more fully described as follows:

BEING Lot No. 173 on the Plan of Larchwood Subdivision, Section Two, of record in Plat Book 5200, pages 58 and 59, and amended in Book 5200, page 208, Register's Office for Davidson County, Tennessee, to which reference is hereby made.

Being the same property conveyed to DAVID DAVIS, by deed of record in Book 8303, page 611, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to TOM PORTER and wife, KAREN PORTER, by deed of record in Book 8433, page 267, Register's Office for Davidson County, Tennessee.

This is improved property, known as 3116 Lumberjack Road, Nashville, Tennessee 37214.

Husband agrees to convey his interest in said real property to the Wife, but will retain a lien against the property in the amount of Three Thousand ($3,000.00) Dollars, to be released by him upon the subsequent sale of the marital home. Wife may also obtain a release of this lien at any time prior to the sale of the home by paying the Husband his Three Thousand ($3,000.00) Dollar interest in said real property. Wife will assume the mortgage on the marital home to G.E. Capital Mortgage and will hold Husband harmless from any further liability thereon.

IV. DEBTS. Husband agrees to assume the following debts of the marriage and to hold Wife harmless from any further liability thereon: Loan from TransSouth Financial, Donelson, Tennessee; 1/3 of any taxes due to the Internal Revenue Service for the year 1994; and any debts incurred by the Husband subsequent to the filing of this divorce action or any debts unknown to the Wife at the time of the filing of this action. Wife will pay all other debts of the marriage and any debts incurred by her after the filing of this action.

V. CHILD SUPPORT. Although the parties' child has attained the age of eighteen (18), he will not graduate from high school until June, 1995. Husband, thus, paid child support in the amount of Four Hundred ($400.00) Dollars per month through the month in which the son graduates from high school. Such child support is in accordance with the Uniform Guidelines for Child Support and shall not be reduced or prorated without Court Order. The parties agree that Husband has prepaid this child support obligation in full and no further child support is due. Husband shall keep in full force a life insurance policy on himself in a face amount of at least Twenty-Five Thousand ($25,000.00) Dollars with Prudential Life Insurance Company payable to his son, Benjamin Porter, as beneficiary until such time as Benjamin Porter has reached the age of twenty-five (25) years. Husband shall also maintain a life insurance policy on Benjamin Porter through Prudential Life Insurance Company in a face amount of at least Five Thousand ($5,000.00) Dollars payable to both parents as beneficiaries.

VI. HEALTH INSURANCE AND RETIREMENT PLANS. Each party maintains a separate health insurance program and retirement plan. Each party will continue to maintain their own health insurance and separate retirement and Husband and Wife claim no interest in each other's retirement programs.

VII. ENFORCEMENT. In the event that it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney fees incurred in prosecuting the action.

VIII. SUBMISSION TO COURT. It is understood and agreed between the parties that this Agreement shall be introduced in a proceeding now pending in the Fourth Circuit Court for Davidson County, Tennessee, this Agreement is submitted to the Court for ratification and incorporation into its final decree of divorce between the parties.

IX. NO ALIMONY. It is further 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 of any and all claims arising out of their marital relationship. The parties both

specifically waive any claim they might have had against the other for alimony *in solido* or *in futuro.*

IX. WAIVER OF RIGHTS. Each party hereby waives and relinquishes to the other all rights and claims which each of them may have or hereinafter acquire under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, curtesy, statutory allowance, law rights, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, or right to act as an administrator or executor of the other's estate except as expressly provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, jointly or individually, or any property that either of them may acquire in the future.

X. CONSTRUCTION. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns. It shall be governed and construed in accordance with the laws of the State of Tennessee.

XI. ENTIRE AGREEMENT. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation and upon the advice of counsel. The provisions of 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. This Agreement contains the entire understanding of the parties and there are no representations, warranties or promises other than those expressly set forth herein.

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

IN WITNESS WHEREOF, the parties have set their signatures.

1-20-95
DATE

KAREN M. PORTER

1-26-95
DATE

TOMMY L. PORTER, JR.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Helen S. Rogers, a Notary Public in and for the aforesaid State and County, the within-named **KAREN M. PORTER**, with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that she executed the within instrument for the purposes therein contained.

Helen S Rogers
NOTARY PUBLIC

My Commission Expires: 1/25/97.
DATE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, PATRICIA D. HUTCHISON, a Notary Public in and for the aforesaid State and County, the within-named **TOMMY L. PORTER, JR.**, with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that he executed the within instrument for the purposes therein contained.

Patricia D. Hutchison
NOTARY PUBLIC

My Commission Expires: 1/25/97.
DATE

It is further **ORDERED, ADJUDGED and DECREED** that Helen S. Rogers be allowed to withdraw as attorney of record in this case as all matters have now been concluded; and it is finally

ORDERED, ADJUDGED and DECREED that the cost of this cause shall be taxed to the Plaintiff/Wife, KAREN M. PORTER, for which amount execution may issue if necessary.

ENTERED this the 24th day of March, 1995.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

3-24-93.

Helen S. Rogers by S.D.K.
Helen S. Rogers #7025 by Steven D. Keel
Attorney for Plaintiff/Wife No. 16771
JONES, ROGERS & FITZPATRICK
Third National Bank Building
201 Fourth Avenue North, Suite 1550
Nashville, Tennessee 37219
(615) 256-5144

BOOK 11307 PAGE 291

CERTIFICATE OF SERVICE

The undersigned certifies that on this the 23rd day of March 1995, all the following were served with a copy of the foregoing document at their respective addresses by the identified method:

X	Deposit in the United States Mail
_____	Hand Delivery
_____	Fax (_____)
_____	Overnight Delivery
_____	Certified mail, return receipt requested
_____	Attached to and served with Complaint and Summons

Mr. Tommy L. Porter, Jr.
Pro Se
217 Players Court
Nashville, Tennessee 37211
Defendant/Husband

BOOK 11307 PAGE 292

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 24 day of MARCH , 19 95 , in the Case Number 95D85 between PORTER, KAREN M. Plaintiff, and PORTER, TOMMY L. JR. Defendant, as same remains of record in Vol. 241C , Page 2109 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 20 day of JANUARY in the year one thousand nine hundred and ninety-nine and in the 223rd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Tammy Campbell
Deputy Clerk

95 01/22 0101 03CHEK 38.00