BOOK 11380 PG. 250

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PRISCILLA A. LEWIS)
)
vs.)
)
CURTIS D. LEWIS)

99 FEB 24 PM 3:09

NO. 98D-698 RICHARD R. ROOT, CIR. CLERK

D.C.

FINAL DECREE

This cause came to be heard on the 24th day of February, 1999, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement, which provides for custody and support of the parties' minor children, the division of the parties' respective rights and interests in all jointly-owned property, and apportionment of the parties' debts; and upon all the pleadings, from all of which the Court affirmatively finds that the allegations of Wife's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the Marital Dissolution Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts, and makes adequate and sufficient provision for the support of the parties' minor children, and should be approved; and that the ninety day waiting period as required by law has elapsed;

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Wife, Priscilla A. Lewis, be and is hereby awarded an absolute divorce from the Husband, that the parties are hereby restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony existing between the parties are perpetually dissolved;

The Marital Dissolution Agreement is hereby approved by the Court and each and every provision of said Agreement is hereby made the Decree of the Court as follows:

RECORDERS MEMO
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RICHARD R. BROOKS, CLERK
D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made between **PRISCILLA A. LEWIS**, hereinafter called Wife, and **CURTIS D. LEWIS**, hereinafter called Husband.

WHEREAS, the parties were married on July 28, 1990 at Nashville, Tennessee, and three children were born of this union, namely, **CURTISIA TENAE LEWIS**, born July 2, 1984, **TENESHIA RENAE LEWIS**, born June 1, 1986, and **CURTIS DEWAYNE LEWIS, III**, born December 13, 1987, and no further children are contemplated; and

WHEREAS, the parties have experienced certain difficulties and differences in their marriage, as a result of which the Wife has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, alleging irreconcilable differences as grounds; and

WHEREAS, the parties are living separate and apart, and they believe that there is no hope for reconciliation; and

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement, which makes adequate and sufficient provision for the custody and maintenance of their minor children, and for the equitable settlement of all property and support rights between them, and the parties desire to avoid unnecessary conflict for themselves and for the minor children by proceeding with an uncontested divorce; and

WHEREAS, both parties are aware of their possessions and obligations, and their legal rights and each party is represented by a separate attorney or has had the opportunity to consult with an attorney prior to entering into this Agreement;

NOW THEREFORE, the parties do agree as follows:

1. CONSIDERATION. The consideration for this agreement is the mutual promises and agreements set forth below, as well as the intention to be bound thereby.

2. MUTUAL RESTRAINT. Each party shall be free from interference, authority and control by the other party. Neither party shall embarrass, harass, molest or interfere with the other party at home, at any place of employment, or in any manner. Neither party shall compel or require the other party to cohabit or dwell together.

3. CUSTODY OF MINOR CHILDREN. The Wife shall have sole custody of the parties' minor children, **CURTISIA TENAE LEWIS**, born July 2, 1984, **TENESHIA RENAE LEWIS**, born June 1, 1986, and **CURTIS DEWAYNE LEWIS, III**, born December 13, 1987. Husband shall have reasonable visitation with the minor children and, so long as he remains incarcerated, visitation shall be arranged in advance with the Wife and Husband shall designate a responsible relative of the children to provide transportation for the visits with the Husband.

4. ADDITIONAL RIGHTS. Pursuant to T.C.A. Section 36-4-101, each parent is entitled to the following specific rights when the children is not in that parent's possession:

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

(B) The right to send mail to the children which the other parent shall not open or censor;

(C) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the children.

(D) The right to receive directly from the children's school upon written request which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the children'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 children'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 children.

5. CHILD SUPPORT. The Husband is presently incarcerated. Upon his release from prison, Husband shall advise Wife within

thirty (30) days of his employment and income so that child support can be agreed upon or set by the Court.

6. REAL PROPERTY. The Wife shall be and is hereby vested with all right, title and interest in and to the residence situated at 617 MacLaurin Court, Nashville, TN 37207, and all right, title and interest of the Husband in and to said property be and is hereby divested out of him and vested solely in the Wife. The property is more fully described as follows:

Land in Davidson County, Tennessee, being Lot 253, on the Plan of Trinity Hills Village Subdivision, Section II. First Addition of record in Book 4460, Page 45 and 46, Register's Office for said County, to which reference is made for more complete description.

Being the same property acquired by Jack Kemp, Secretary of Housing and Urban Development, of Washington, D.C., pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. 1701 et seq.) and the Department of Housing and Urban Development Act (79 STAT. 667), by deed dated April 22, 1991 and recorded in Book 8378, Page 485, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Curtis D. Lewis, a married person, by deed from Jack Kemp, Secretary of Housing and urban Development of Washington, D.C., of record in Book 8503, Page 758, Register's Office for Davidson County, Tennessee.

The Wife shall assume sole and separate responsibility for the first mortgage owing to MNI Mortgage, formerly Security Financial, of approximately $36,000.00 and the second mortgage owing to Empire Funding of approximately $4,000.00 and Wife shall hold the Husband harmless from liability thereon. The Wife shall re-finance the primary mortgage to MNI Mortgage within 120 days of the date of the parties' divorce.

All equity interest of the Husband in said property shall be awarded to the Wife as alimony since Wife had the burden of sole support for the parties' three minor children during the parties' separation and will continue to be their sole support while Husband is incarcerated.

7. PERSONAL PROPERTY. The Wife shall retain as her sole and separate property, free from all claims of the Husband, all personal property of whatever description in her possession, including household furniture, clothing, bank account(s), any pension/retirement account(s), and vehicle(s) titled in her separate name. The wife shall Return the Murray Riding Lawn mower To the Husbands father. Further, The Husband shall Be awarded his One Gold Ring which shall Be delivered To Curtis Lewis SR. The Husband is also awarded the 27 inch Mosmon Television.

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The Husband shall retain as his sole and separate property, free from all claims of the Wife, all personal property of whatever description in his possession, including household furniture, clothing, bank account(s), his pension/retirement account(s), and vehicle(s) titled in his separate name.

8. DEBTS. The Husband assumes sole and separate responsibility for the debt owing to Community Trust Bank, formerly Pikeville National Bank, in the approximate amount of $12,000.00, which is a joint debt owing for a vehicle operated by Husband which was repossessed and resulted in a deficiency upon sale and the Husband shall hold the Wife harmless from all liability on that debt.

The Wife assumes sole and separate responsibility for the following debts and Wife shall hold the Husband harmless from all liability on these debts:

Metro General Hospital Credit Union	$13,000.00
MNI Mortgage	$36,000.00
Empire Funding	$ 4,000.00
Capital One Visa	$ 800.00
Target	$ 400.00
Visa	$ 1,400.00
Wife's student loan	$ 8,000.00

Except as herein specified, each party shall pay his or her separate debts, whether outstanding or incurred in the future, and each party shall hold the other party harmless from liability on those debts.

Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be a support obligation which is not dischargeable in bankruptcy as to the other party.

9. ATTORNEY'S FEES. Each party is represented by a separate attorney or has had an opportunity to consult a separate attorney before signing this Agreement. Each party will pay his or her own attorney's fees. Upon entry of a final decree of divorce, the attorneys of record will be released from further responsibility in this action and shall be released as surety for future court costs.

10. COURT COSTS. The Husband shall pay all court costs.

11. ENFORCEMENT. If it becomes necessary for either party to bring a court action to assist in the enforcement of this Agreement, and the Court finds that one of the parties violated the terms of this greement, any order to enforce compliance with the terms of this Agreement shall include the assessment of court costs and attorneys fees against the violating party.

12. DIVORCE DECREE. The parties desire that this Agreement be incorporated in any final decree of divorce that may be entered in any court having appropriate jurisdiction of the parties. The parties agree that this Agreement shall be submitted to the Court for its ratification and approval.

13. VOLUNTARY AND BINDING. This Agreement is entered into without undue influence, fraud, coercion, or misrepresentation. Each party acknowledges that he or she has read this Agreement, that it is fair and equitable and that it is entered into voluntarily. Each party agrees to abide by the provisions of this Agreement and to be bound thereby. Each party agrees to execute all documents necessary to carry out the terms of this Agreement.

14. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement of the parties, superseding any prior written and oral agreements between them. The parties have made no representations or warranties other than those expressed in this Agreement.

15. APPLICABLE LAW. This Agreement shall be construed and governed by the laws of the State of Tennessee.

16. MODIFICATION. This Agreement is intended to be incorporated into a court order for divorce. This Agreement will no longer be effective after the expiration of 120 days from the date the parties sign this Agreement unless either party is granted an absolute divorce by the court within 120 days. Any modification of this Agreement before the divorce decree is entered shall be in writing, signed by both parties, and filed with the court before the final hearing of divorce. Any modification of this Agreement after the final divorce decree is entered shall also be made in writing, signed by both parties, and filed with the court in which the divorce decree is entered.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date below written.

2/24/99
DATE

PRISCILLA A. LEWIS, Wife

2-22-99
DATE

CURTIS D. LEWIS, Husband

STATE OF TENNESSEE)
COUNTY OF Davidson)

On this 24 day of February, 1999, personally appeared before me Priscilla A. Lewis, to me known to be the person described herein as the Wife, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that she executed the foregoing Agreement and acknowledged that she did so as her own free act and deed.

Notary Public

My commission expires:
11/25/00

STATE OF TENNESSEE)
COUNTY OF Davidson)

On this 22 day of February, 1999, personally appeared before me Curtis D. Lewis, to me known to be the person described herein as the Husband, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that he executed the foregoing Agreement and acknowledged that he did so as his own free act and deed.

Notary Public

My commission expires:
November 24, 2001

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause, be and are hereby taxed against the Husband, Curtis D. Lewis, for which execution may issue if necessary.

It is finally ORDERED that execution may issue to enforce any of the provisions of this Decree.

Entered this 24th day of Feb, 1999.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Karen Cain

KAREN CAIN #6931
Attorney for Wife
306 Gay Street, Suite 304
Nashville, Tennessee 37201
(615) 256-2806

CERTIFICATE OF SERVICE

I hereby certify that I mailed a true and exact copy of the foregoing Final Decree to Mr. J. Robin McKinney, Jr., Attorney for Husband, at One Washington Square, Suite 103, 214 Second Avenue, North, Nashville, Tennessee 37201 on this 24 day of February, 1999.

Karen Cain

KAREN CAIN

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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 24 day of FEBRUARY , 19 99 , in the Case Number 98D698 between LEWIS, PRISCILLA A. Plaintiff, and LEWIS, CURTIS D. Defendant, as same remains of record in Vol. 520 , Page 95378 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 09 day of MARCH in the year one thousand nine hundred and ninety-nine and in the 223rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By M. Stewart
Deputy Clerk

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