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

98 DEC 11 PM 2:10

RICHARD R. ROOKER, CLERK

B Murray D.C.

MARK ANDREW CHESNUT,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No: 98D-2130**
	)	
HEATHER NICOLE CHESNUT,	)	
	)	
Defendant.	)	

BOOK 11452 PG. 888

FINAL DECREE

This cause came to be heard on the 11th day of December, 1998, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Husband's Complaint for Absolute Divorce; 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 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, Mark Andrew Chesnut, 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:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

98 DEC 11 PM 2:10

RICHARD R. ROOKER, CLERK

B Murray D.C.

MARK ANDREW CHESNUT,	)	
	)	
Complainant,	)	
	)	
	)	**NO. 98D-2130**
	)	
HEATHER NICOLE CHESNUT,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidoson County, Tennessee, a Complaint for Absolute Divorce filed by **MARK ANDREW CHESNUT**, hereinafter referred to as "Husband" against **HEATHER NICOLE CHESNUT**, hereinafter referred to as "Wife" under Docket No. 98D-2130, 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. Chesnut shall proceed to trial to obtain an Absolute Divorce upon the grounds of irreconcilable differences.

(5) **CUSTODY:** There are two (2) minor children born to this marriage namely, Raychel Keely Chesnut, date of birth March 15, 1996, and Kalin Drew Chesnut, date of birth February 19, 1998. Both parties are fit and proper persons to share in the care, custody and control of the minor children. However, the parties agree that the care, custody and control of the minor children shall be awarded to Mrs. Chesnut and Mr. Chesnut shall be awarded visitation privileges with the minor children as follows:

1. Every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.

2. One (1) day during the week ~~as agreed upon by the parties.~~ MRC

3. Alternate major holidays, including Thanksgiving, July 4, Easter Sunday and Labor Day.

4. During the Christmas Holidays, Mr. Chesnut will have the children from the time school is dismissed until 6:00 p.m. Christmas Eve every year and Mrs. Chesnut shall have the shall have the children from 6:00 p.m. Christmas Eve until school resumes every year.

5. Mr. Chesnut will be awarded a minimum of four (4) weeks throughout the year to be with the children ~~at dates to be agreed upon by the parties~~. MRC

6. The children shall be with Mr. Chesnut on Father's Day.

7. The children shall be with Mrs. Chesnut on Mother's Day.

8. Each party shall be entitled to visit with the minor children for at least two (2)hours on each child's birthday.

Pursuant to the 1997 Public Act, Chapter 351, the non-custodial parent 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 child(ren); (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 healthcare 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. Chesnut shall pay directly to Mrs. Chesnut the sum of EIGHT HUNDRED FORTY FIVE ($845.00) DOLLARS per month for the support and maintenance of the two minor children. Said payment to be due and payable on the 1st day of each and every month commencing November 1, 1998 and continuing each month thereafter pending the further orders of this Court. This sum of child support is in compliance with the Tennessee Child Support Guidelines. Both parties acknowledge that no action by either party shall be effective to reduce or pro-rate child support with written order of this Court. As additional child support, Mr. Chesnut shall pay Mrs. Chesnut the sum of thirty-five dollars ($35.00) per month on the first day of each and every month to reimburse Mrs. Chesnut for the cost of medical insurance for the minor children. If this premium increases, then Mr. Chesnut will be responsible for the increase in premium or in the alternative, if he can provide insurance for the children at a lesser cost each month, then he shall be entitled to furnish insurance for the children through his employment. The parties will be equally responsible for all non-covered medical expenses including hospital, doctor, medical, dental, orthodonture, opthomological, eye glasses, contact lenses, prescription drugs and the deductible, if any.

(7) **MARITAL RESIDENCE:** The parties own the marital residence located at 7604 George E. Horn Drive, Nashville, Davidson County, Tennessee, as joint tenants by the entirety. The parties agree that all right, title and interest, which Mr. Chesnut has in and to said property shall be, and the same is hereby divested from him, and the sole and exclusive ownership in and to said property shall be vested in Mrs. Chesnut in fee simple, said property being more specifically described in the attached **Exhibit 1**.

In lieu of his equitable interest in and to said property, Mrs. Chesnut shall pay Mr. Chesnut the sum of thirty-eight thousand ($38,000.00) cash lump sum to be due and payable within ninety (90)

days of the date of entry of the divorce decree. Mr. Chesnut shall retain a lien against the aforementioned real property located at 7604 George E. Horn Drive, Nashville, Tennessee 37221, until such time that he is paid the aforementioned sum of thirty-eight thousand dollars ($38,000.00).

Ms. Chesnut agrees to refinance the existing mortgage, relieving Mr. Chesnut from any further liability thereon, on or before ninety days of the entry of Final Decree.

(8) **MISCELLANEOUS**: Mr. Chesnut shall pay Mrs. Chesnut the sum of seven hundred twenty-five dollars ($725.00) as his portion of the cost of appraisal and for fees incurred for by the attorney in Waverly, Tennessee, this sum to be due and payable on the date of the entry of the decree.

(9) **HOUSEHOLD FURNISHINGS AND OTHER PERSONAL PROPERTY:**

Each of the parties will be awarded the sole and exclusive ownership of any and all personal property in their possession as of the date of the execution of this Agreement.

Mrs. Chesnut agrees that Mr. Chesnut shall be awarded the baby furniture which was a gift from Mr. Chesnut's mother. Mrs. Chesnut shall turnover to Mr. Chesnut said furniture one year from date of entry of Decree. Said furniture is as follows: one chest of drawers, crib and mattress, and changing table.

(10) **VEHICLES**: Mr. Chesnut will be awarded the 1997 Ford F150 truck and he shall assume the balance of indebtedness thereon and hold wife harmless from any responsibility thereon. Mrs. Chesnut shall be awarded the sole and exclusive ownership of the 1994 Jeep Cherokee and she shall assume the balance of indebtedness thereon and hold Mr. Chesnut harmless from any responsibility thereon.

(11) **RETIREMENT BENEFITS**: Mr. Chesnut shall retain his retirement benefits with the Metropolitan Government.

(12) **LIFE INSURANCE**: Mr. Chesnut acknowledges that he has secured two life insurance policies in the amount of $50,000.00 each, one for each child, one from Grange Insurance Company, Policy #74749 and one from Auto-Owners Insurance Company, Policy # 020-272165-0 to be used for the benefit of the minor children. Mrs. Chesnut acknowledges that she has secured a life insurance policy in the amount of $100,000.00 from Travelers Life Insurance, Policy # 4790105. Both parties shall designate the other as irrevocable Trustees of these policies. Both

parties shall provide proof on each annivery day of entry of Decree that these policies are in full force and effect, until both children reach majority.

(13) **DEBTS**: Unless otherwise specified in this Agreement, each party shall be responsible for any and all debts incurred in their sole and separate name, and shall hold the other party harmless from any responsibility thereon.

(14) **TAX EXEMPTIONS**: The parties agree that Mrs. Chesnut shall claim Kalin Drew Chesnut as an exemption for the purpose of filing her Form 1040 Federal Income Tax return, and Mr. Chesnut shall claim Raychel Keely Chesnut as an exemption for the purpose of filing his Form 1040 Federal Income Tax return.

(15) **ALIMONY WAIVER**: Both parties waive any and all claims for alimony past, present and future, unless otherwise specified in this Agreement.

(16) **COLLEGE EDUCATION**: The parties agree that they will be equally responsible for payment of tuition, books and activity fees for each child to attend a college, university or vocational school for a period of four years at a cost not to exceed the then prevailing cost to attend the University of Tennessee at Knoxville, as an in-state student. up until age 24 yrs MRJ

(17) **COURT COSTS:** Mr. Chesnut shall be responsible for the final court costs.

(18) **ATTORNEY FEES:** Each party shall be responsible for payment of their respective attorney fees.

(19) **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.

(20) **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.

(21) **FAIRNESS OF AGREEMENT:** Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor

children and in keeping with her accustomed standard of living and her reasonable requirements.

(22) **VOLUNTARY ACCEPTANCE:** The provision 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.

(23) **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.

(24) **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, 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.

(25) **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 30th of October, 1998, as to the Wife, and the 22 day of December, 1998, as to the Husband.

Heather N. Vaughn
HEATHER NICOLE CHESNUT

MARK ANDREW CHESNUT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **HEATHER NICOLE CHESNUT**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 30th day of October, 1998.

Delphia Elliott
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 **MARK ANDREW CHESNUT**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 2nd day of December, 1998.

Laura B. Mulloy
NOTARY PUBLIC

My Commission Expires: 10/18/99

EXHIBIT 1

98 DEC 11 PM 2:10

Being Lot Number 8 on the Plan of B.V. 1776 Estates, of record in Plat Book 5050 at Page 76, Register's Office for Davidson County, Tennessee to which reference is hereby made for a more complete description.

CLERK

D. Murray D.C.

Being all of the property conveyed to Mark Chestnut and wife, Heather Vaughn-Chesnut by Deed of record in Book 9370, Page 774, Register's Office for said County.

This conveyance is subject to taxes, easements and restrictive covenants of record.

This is improved property known as 7604 George E. Horn Road, Nashville, Tennessee 37221.

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:

WIFE
Heather Nicole Chesnut
7604 George E. Horn
Nashville, TN 37221

HUSBAND
Mark Andrew Chesnut
214 Buckhead Place
6820 Hwy. 70 S
Nashville, TN 37221

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 shall be paid by Husband for which let execution issue, if necessary.

ENTER this 11th day of December, 1998.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

JAMES BRYAN LEWIS, #15116
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
615-244-2202

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been served on Mr. Robert L. Jackson, 214 Second Avenue North, Nashville, TN 37201, by hand-delivery, this 11th day of December, 1998.

JAMES BRYAN LEWIS

STATE OF TENNESSEE BOOK 11452 PG. 898

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 11 day of DECEMBER , 19 98 , in the Case Number 98D2130 between CHESNUT, MARK ANDREW Plaintiff, and CHESNUT, HEATHER NICOLE VAUGHN Defendant, as same remains of record in Vol. 418 , Page 76684 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 22 day of MARCH in the year one thousand nine hundred and ninety-nine and in the 223rd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

0580077

IDENTIFICATION OR REFERENCE

99 APR 29 AM 10:00

WILL GARRETT, REGISTER
DAVIDSON COUNTY, TN.

0751 04/29 010

CHECK 46.00