BOOK 11748 PAGE 763

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

1999 OCT 13 PM 3:07

RICHARD R. ROOKER, CLERK

D.C.

STEPHANIE LAVONZELLE DRENNON,
4368 Ashland City Highway
Nashville, Tennessee 37218

Complainant,

vs.

BYRON JUNE DRENNON,
309 Manzano Drive
Madison, Tennessee 37115

Defendant.

No. 99D-1737

FILED
1999 OCT 19 PM 3:19
RICHARD R. ROOKER, CLERK
D.C.

FINAL DECREE

This cause came on to be heard on the 13th day of October, 1999, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Complainant, testimony of Complainant, statements of counsel for Complainant and upon the record as a whole, from all of which the Court finds that the parties have suffered irreconcilable differences;

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the Complainant, Stephanie Lavonzelle Drennon, be and is hereby awarded an Absolute Divorce from the Defendant, Byron June Drennon, on the ground of irreconcilable differences, Section 36-4-101(11), Tennessee Code Annotated, and that each party be and is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to Section 36-4-103(b), Tennessee Code Annotated, the Court affirmatively finds that the defendant has been served personally with proper process and that the parties hereto have made adequate and sufficient provision by written agreement for the custody and maintenance of the minor child of the parties and for the equitable and just settlement of any and all property rights currently existing between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between **STEPHANIE LAVONZELLE DRENNON**, hereinafter called the "wife", and **BYRON JUNE DRENNON**, hereinafter called the "husband", in Nashville, Davidson County, Tennessee.

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and as a result, there is currently pending in the Circuit Court for Davidson County, Tennessee, a suit for Absolute Divorce filed by the wife against the husband bearing Docket No. 99D-1737; and

WHEREAS, these parties are currently living separate and apart and desire to settle their rights and interests regarding disposition of their real and personal property, their obligations of support and their rights to custody of the minor child of the parties, they have agreed upon the following as evidenced by their signatures hereto, and they contract as follows:

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving their marriage.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

CUSTODY AND VISITATION

1(a). The parties agree that the wife shall have the exclusive care, custody and control of the minor child, Takeya Juneisha Drennon, date of birth 12/26/90, with reasonable visitation reserved for the husband but in no event less than set out herein. The husband shall have the right to consent to medical treatment for the minor child in emergency situations. The husband shall be entitled to receive copies of all medical, dental and school records of the minor child. The husband shall

have the right to unimpeded telephone conversations with the child no less than twice a week at reasonable times and for reasonable durations. The husband shall have the right to send mail to the child which the wife shall not open or censor. The husband shall have 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 child.

1(b). The husband shall have visitation with the minor child every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.

1(c). The parties agree that possession of the child on major holidays such as Thanksgiving, Christmas, spring break, Memorial Day, July 4th, and Labor Day shall be alternated between them from year to year. During Christmas of the even numbered years, the wife shall have possession of the child from December 25 at 10:00 a.m. until the end of the Christmas holidays exercised by the school system in the county in which the child resides and the husband shall have possession of the child from 6:00 p.m. on the day the school system in the county in which the child resides lets out for Christmas holidays until December 25 at 10:00 a.m. During Christmas of the odd numbered years, the husband shall have possession of the child from December 25 at 10:00 a.m. until 6:00 p.m. on the day before the end of the Christmas holidays exercised by the school system in the county in which the child resides and the wife shall have possession of the child from 6:00 p.m. on the day the school system in the county in which the child resides lets out for Christmas holidays until December 25 at 10:00 a.m.

1(d). During the odd numbered years, the wife shall have possession of the child on Labor Day and Thanksgiving, and the husband shall have possession of the child on Memorial Day, spring break and the July 4th. During the even numbered years, possession of the child on these holidays will be the reverse of the schedule for the odd numbered years and such rotation of possession shall continue from year to year. "Thanksgiving" shall

be defined as from 6:00 p.m. on the Wednesday prior to Thanksgiving Day until 6:00 p.m. on the following Sunday. "Spring break" shall be defined as from 6:00 p.m. on the Sunday prior to the Monday start of spring break until 6:00 p.m. on the following Sunday.

1(e). The husband shall be entitled to possession of the child on Father's Day, and the wife shall be entitled to possession of the child on Mother's Day.

1(f). As additional visitation, the husband shall be entitled to possession of the child for two (2) weeks during the summer. The husband shall notify the wife in writing of the two (2) weeks he desires no later than May 15th of each year.

1(g). The parties acknowledge that holiday visitation shall supersede regularly scheduled visitation.

1(h). The husband shall be responsible for transportation at the beginning of each visitation period and the wife shall be responsible for transportation at the end of each visitation period.

1(i). Neither parent shall make unwarranted derogatory remarks about the other parent or the other parent's family to or in the presence of the child.

CHILD SUPPORT

2. The husband currently is paying child support in the amount of three hundred fifty-two dollars ($352.00) per month. The husband, for the support and maintenance of the minor child of the parties, shall continue to pay directly to the wife the sum of three hundred fifty-two dollars ($352.00) per month, payable on or before the 5th day of each month. The parties acknowledge that this amount of support complies with the guidelines currently in effect. The parties affirmatively acknowledge that they understand that no action by them will be effective to reduce child support after the due date of each payment and they further 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 this agreement.

3. The wife shall maintain and provide medical and hospitalization insurance for the benefit of the minor child for so long as she can provide said insurance through her employment. The husband shall reimburse the wife each month for the cost to her of providing said insurance. Currently the wife's employer provides said insurance at no cost to the wife. The husband understands and agrees that upon being shown sufficient proof that the wife is being required to pay for said insurance, he shall pay to the wife each month the cost of providing said insurance. In the event the wife can no longer provide said insurance through her employment, the husband shall maintain and provide medical and hospitalization insurance for the benefit of the minor child. As to any medical, dental, orthodontic and eye care expenses of the minor child not covered by insurance, the parties each shall be responsible for paying one-half (1/2) of said medical, dental, orthodontic and eye care expenses. The husband shall pay his portion of said expenses within fifteen (15) days after being presented with the bill for said expenses. The wife shall present the husband with the bill for said expenses within five (5) days after receiving said bill.

ALIMONY

4. Each party hereby waives any and all claims for alimony against the other.

PROPERTY SETTLEMENT

5. Byron June Drennon shall retain the real property (residence hereafter) located at 309 Manzano Drive, Madison, Davidson County, Tennessee, free and clear of Stephanie Lavonzelle Drennon's interest. Accordingly, Stephanie Lavonzelle Drennon's interest in said residence is hereby divested out of her and vested in Byron June Drennon. Byron June Drennon shall be responsible for paying any and all indebtedness on said residence, including, but not limited to, insurance, taxes and maintenance costs and shall hold Stephanie Lavonzelle Drennon

harmless on said indebtedness. Furthermore, Byron June Drennon shall pay to Stephanie Lavonzelle Drennon for her interest in said residence the sum of three thousand dollars ($3,000.00). Commencing on the 15th day of the month immediately following the month in which the divorce is granted and continuing on the 15th day of each month subsequent month, the husband shall pay to the wife is sum of two hundred dollars ($200.00) per month until the three thousand dollars ($3,000.00) is paid in full. Stephanie Lavonzelle Drennon shall have a judgment against Byron June Drennon in the amount of three thousand dollars ($3,000.00) and Stephanie Lavonzelle Drennon shall have and hereby is granted a lien on said residence, which is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 4 on the Final Plat of Manzano Estates, of record in Plat Book 825C, page 345, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description.

Being part of the same property conveyed to J & M Homebuilders, Inc., A Tennessee Corporation by Quitclaim Deed from Joe L. Wall and H. Mike Suggs, of record in Book 9646, Page 147, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Byron Drennon and wife, Stephanie Drennon, by Warranty Deed from J & M Homebuilders, Inc., a Tennessee Corporation , of record in Book 9785, Page 451, Register's Office for Davidson County, Tennessee.

In the event Byron June Drennon fails to pay to Stephanie Lavonzelle Drennon the three thousand dollars ($3,000.00) as hereby ordered, Stephanie Lavonzelle Drennon shall have the option of foreclosing on the residence, in which event Stephanie Lavonzelle Drennon shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorney fees, costs of documentary evidence, abstracts and title reports. In the event Stephanie Lavonzelle Drennon exercises her right to foreclose under this order, Byron June Drennon waives all right to homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, statutory right to an elective share in the residence.

6. The parties acknowledge that they have already divided their household furniture, furnishings, and appliances and each party shall retain the sole and exclusive ownership of said items of personal property in his or her possession at the time of the signing of this Agreement.

7. The wife shall retain the 1994 Nissan Altima automobile free and clear of the husband's interest. Accordingly, the husband's interest in said automobile is hereby divested out of him and is hereby vested in the wife. Said automobile is unencumbered. The wife shall be responsible for any and all maintenance, repairs and insurance on said automobile, and shall hold the husband harmless thereon. The husband within five (5) days after the divorce shall execute all documents necessary to place title to said automobile in the wife's name only.

8. The husband shall retain the 1990 GMC Suburban automobile free and clear of the wife's interest. Accordingly, the wife's interest in said automobile is hereby divested out of her and is hereby vested in the husband. Said automobile is unencumbered. The husband shall be responsible for any and all maintenance, repairs and insurance on said automobile, and shall hold the wife harmless thereon. The wife within five (5) days after the divorce shall execute all documents necessary to place title to said automobile in the husband's name only.

9. Each party shall retain his or her retirement/pension benefits, free and clear of the other's interest and each party shall retain all financial accounts in his or her name, free and clear of the other's interest. Accordingly, the wife's interest in the husband's retirement/pension benefits and all of his financial accounts is hereby divested out of her and is hereby vested in the husband; and the husband's interest in the wife's retirement/pension benefits and all of her financial accounts is hereby divested out of him and is hereby vested in the wife.

DEBTS

10. Except as otherwise provided herein, each party agrees to be responsible for any debts or liabilities in his or her name

individually and hold the other harmless for said obligation from and after the date of the execution of this Agreement by the parties. It is understood and agreed between the parties that from and after the date of execution of this Agreement by the parties, neither will contract any indebtedness upon the credit of the other and neither shall be compelled to pay any future debt of the other and the party for whose benefit such payments are made will indemnify the other to the full extent of the amounts paid including any interest and legal expenses incurred, if any.

11. Each party understands that his or her obligation to pay specified debts set out herein and to hold the other harmless on those debts may qualify as non-dischargeable debts under Title 11 of the United States Code (Bankruptcy Code). Each party has been advised to seek immediately the advice of an attorney learned in bankruptcy law in the event the other party files a bankruptcy petition.

GENERAL PROVISIONS

12. It is understood and agreed between the parties that in the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Agreement, he or she also shall be entitled to judgment for reasonable expenses, including, but not by way of limitation, attorney fees and court costs.

13. The wife shall proceed to trial to obtain an Absolute Divorce upon the ground of irreconcilable differences.

14. 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 party shall molest, harass or abuse the other in any manner whatsoever.

15. 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 is a division of property by co-owners.

16. Each party represents and warrants that he or she has made a full disclosure to the other of all their assets and liabilities. Each party acknowledges that the failure to disclose any assets or liabilities would be considered a breach of this Agreement and would subject this Agreement to being reopened at a later time by the Court.

17. It is understood and agreed between the parties as part of the consideration for the execution of this Agreement that each party will willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement, including, but not limited to, Quitclaim Deeds and titles to vehicles.

18. 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 and 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, rights to take against the will, rights to take by dissent and distribution, and rights 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 the wife and the husband individually or jointly, and to any property that either of them may acquire in the future.

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

20. 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 of this Agreement and their legal effects are fully known by each of the parties and each party

acknowledges that it is fair and equitable and it is being entered into voluntarily and with advice from counsel or the opportunity to obtain such advice.

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

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

23. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

24. Both parties further acknowledge that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein. If approved by the Court, then this Agreement will be incorporated into any final decree of divorce which shall be rendered by the Court. However, in the event that no divorce is granted to either party in this matter or the Court fails to approve this Agreement, then this Agreement is of no force and effect.

25. Both parties fully understand that matters pertaining to child custody, visitation and child support are matters which are expressly subject to review by the Court from time to time as the circumstances of the parties may change.

26. Each party acknowledges that his or her attorney makes no claim to be a tax expert and each party has been advised to seek advice elsewhere as to the tax consequences of the provisions of this Agreement.

27. Upon the entry of the Final Decree in this cause, the attorneys of record shall be released of any further representation of their respective client, and shall no longer be held as surety for subsequent court costs.

IN WITNESS WHEREOF, the parties, after first having read this instrument and familiarized themselves with its contents and its meaning, have signed and executed this Agreement on this the

17 day of September, 1999, as to the wife, and the 13 day of September, 1999, as to the husband.

STEPHANIE LAVONZELLE DRENNON

BYRON JUNE DRENNON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for said county and state, **STEPHANIE LAVONZELLE DRENNON**, with whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires: 11/25/2003

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for said county and state, **BYRON JUNE DRENNON**, with whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires: 11/23/03

It is further **ORDERED, ADJUDGED** and **DECREED** that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

It is further **ORDERED, ADJUDGED** and **DECREED** that the payment for the support and maintenance of the minor child shall not be reduced, except upon further order of this Court.

It is further **ORDERED, ADJUDGED** and **DECREED** that Stephanie Lavonzelle Drennon's interest in the residence located at 309 Manzano Drive, Madison, Davidson County, Tennessee, is hereby divested out of her and vested in Byron June Drennon. Said residence is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 4 on the Final Plat of Manzano Estates, of record in Plat Book 825C, page 345, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description.
>
> Being part of the same property conveyed to J & M Homebuilders, Inc., A Tennessee Corporation by Quitclaim Deed from Joe L. Wall and H. Mike Suggs, of record in Book 9646, Page 147, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Byron Drennon and wife, Stephanie Drennon, by Warranty Deed from J & M Homebuilders, Inc., a Tennessee Corporation , of record in Book 9785, Page 451, Register's Office for Davidson County, Tennessee.

The final costs of this cause shall be paid by Complainant, for which execution may issue, if necessary.

ENTER, this 13th day of Oct., 1999.

JUDGE

SUBMITTED FOR ENTRY:

John Michael Thompson (10643)
Attorney for Complainant
WARD, DERRYBERRY & THOMPSON
Suite 1720, Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
615/244-0554

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid, to defendant

Byron June Drennon
309 Manzano Drive
Madison, TN 37115

this 13th day of October, 1999.

John Michael Thompson

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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 13 day of OCTOBER , 19 99 , in the Case Number 99D1737 between DRENNON, STEPHANIE LAVONZELLE Plaintiff, and DRENNON, BYRON JUNE Defendant,
as same remains of record in Vol. 868 , Page 159164 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 19 day of NOVEMBER in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Rawls
Deputy Clerk

RECORDED 11/19 0101 2332

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