IN THE CHANCERY COURT FOR CHEATHAM COUNTY AT ASHLAND CITY, TENNESSEE

JENNIFER ELAINE MORRIS SCRUGGS,

Plaintiff,

VS.

LARRYICK DALE SCRUGGS,

Defendant,

FILED: 12-5 1995 20 AT 12:50 PM
Doris Sanders CLERK & MASTER

Docket No. 8387

I CERTIFY THIS TO BE A TRUE COPY
5. 17. 20 00
Doris Sanders C&M

FILED: 12-5-95 AT 12:50 PM
Doris Sanders CLERK & MASTER

DIVORCE DECREE

This cause came on to be heard on the day and date here and after written upon the complaint of the Plaintiff, Jennifer Elaine Morris Scruggs, the written Marital Dissolution and Child Custody executed by the parties and previously filed with the Court, and the entire record in this cause, from all which it appears to the Court that the allegations of the Plaintiff's complaint are true and fully sustained by the proof and that the parties have encountered irreconcilable differences in their marriage.

II.

It further appears to the Court that each of the parties being represented by Counsel have executed a written Marital Dissolution and Child Custody Agreement which makes provision for division of all items of real and personal property, child custody, visitation and support, and that the support provisions are in conformity with the minimum support guidelines as adopted in the state of Tennessee and that said agreement is fair and equitable in all respects and should be incorporated into this Decree of Divorce in its entirety.

III.

It is therefore **ORDERED AND DECREED**, that the bonds of matrimony subsisting between the Plaintiff and Defendant are absolutely and forever dissolved and the Plaintiff is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

IV.

It is further **ORDERED**, that the parties' written Marital Dissolution Agreement is approved and ratified and incorporated into this Decree of Divorce in its entirety as follows:

ENTERED MINUTE BOOK A-6, 12-5 1995 PAGE 496

Instr:200003200027859 Page: 1 OF 6
REC'D FOR REC 03/20/2000 8:39:23AM
RECORD FEE: $22.00
M. TAX: $0.00 T. TAX: $0.00

IN THE CHANCERY COURT FOR CHEATHAM COUNTY AT
ASHLAND CITY, TENNESSEE

JENNIFER ELAINE MORRIS SCRUGGS,

Plaintiff

VS.

DOCKET NO. 8387

LARRYICK DALE SCRUGGS,

Defendant

MARITAL DISSOLUTION AND CHILD CUSTODY AGREEMENT

WHEREAS the Plaintiff, Jennifer Elaine Morris Scruggs, has filed a divorce action in the Chancery Court for Cheatham County, Tennessee, as above-styled; and,

WHEREAS, each of the parties, being represented by counsel, are aware of all of their respective rights and obligations and have been fully advised with regard to all matters in controversy between them; and,

WHEREAS, the parties desire to enter into a written Marital Dissolution and Child Custody Agreement to the end that the Plaintiff shall be granted an absolute divorce upon the grounds of irreconcilable differences;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Jennifer Elaine Morris Scruggs shall be granted an absolute divorce upon the grounds of irreconcilable differences.

2. That Jennifer Elaine Morris Scruggs shall be awarded custody of the parties' two minor children, Brandon Matthew Scruggs and Kyle Tyler Scruggs, subject to reasonable and liberal visitation rights on the part of Larryick Dale Scruggs.

3. That the Husband shall pay to the Wife the sum of $185.00 per week as child support, and that said amount is in conformity with the Minimum Support Guidelines as adopted in the State of Tennessee.

Further, the parties acknowledge that no action by either party will be effective to reduce child support after the due date of each payment, and they 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.

4. That the Husband shall supply medical insurance covering the parties' minor children, and that the Wife shall be responsible for payment of all expenses incurred for medical, dental, orthodontal or optometric needs of the children not covered by said insurance.

5. That the Husband shall continue making all payments to the Chapter 13 bankruptcy proceeding which is currently pending. It is specifically agreed that the Husband shall pay the Chapter 13 payments covering a certain Sunbird automobile in the possession of the Wife.

6. That all right, title and interest of the Husband in the Sunbird automobile is divested out of the Husband and vested in the Wife, and that the Husband shall execute any document necessary to carry out the transfer of this property. The Husband, however, shall pay the indebtedness owed on said vehicle through the Chapter 13 program.

7. That all right, title and interest of the Wife in a certain 1987 Sultan mobile home, as well as the real property upon which said mobile home is located, is divested out of the Wife and vested in the Husband. The Husband shall pay the indebtedness owed to Greentree Acceptance Corporation. It is agreed that the Wife shall execute any documents necessary to carry out the transfer of this property.

8. That the parties have, prior to the execution of this document, made a full and complete division of all household furnishings and other personal property that they may own or in which they have an interest, and that each shall retain those items of property within their respective possession as of the date of the execution of this document.

9. That neither party shall take any action which would affect the credit of the other party, and shall not make any debts or obligations which would be binding or collectible against the other party.

10. That the Husband shall pay the sum of $200.00 to be applied toward the Wife's attorney fees, but that each of the parties shall be responsible for payment of the balance of any attorney fees incurred by them.

11. The parties do hereby state that this is their full and complete agreement and that there are no oral understandings not otherwise incorporated herein.

12. The parties acknowledge that this document shall be presented to the Chancery Court for Cheatham County, Tennessee for inclusion into any final decree of divorce entered in this cause, and that this document is binding upon the parties and shall operate as a full and complete settlement of all claims that either party may have against the other.

IN WITNESS WHEREOF, we have hereunto set our hands this the 18th day of September, 1995, as to the Wife and the 18th day of September, 1995, as to the Husband.

Jennifer Elaine Morris Scruggs
JENNIFER ELAINE MORRIS SCRUGGS

Larryick Scruggs
LARRYICK DALE SCRUGGS

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Jennifer Elaine Morris Scruggs**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Sworn to and subscribed before me this the 18th day of September, 1995.

Robert Fleming
NOTARY PUBLIC
My Commission Expires: 8/26/96

STATE OF TENNESSEE
COUNTY OF Cheatham

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Larryick Dale Scruggs**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Sworn to and subscribed before me this the 18th day of September, 1995.

Kathy M. Cull
NOTARY PUBLIC
My Commission Expires: 7/12/97

It is finally **ORDERED**, that the costs of this cause are taxed to the Plaintiff for which let execution issue if necessary.

Enter this the 6th day of ~~November~~ December, 1995.

JUDGE

APPROVED FOR ENTRY:

ROBERT L. PERRY, JR
ATTORNEY FOR PLAINTIFF

JERRY W. HAMLIN,
ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

I do hereby that a true copy of the foregoing pleading has been mailed to Larryick Dale Scruggs, at his home address of 1223 Green Acres Road, Joelton TN 37080, this the ____ day of November, 1995.

JERRY W. HAMLIN