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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2000 JUL 11 PM 4:21

RICHARD R. ROOKER, CLERK

B Murray D.C.

KENNETH A. JONES,

Plaintiff/Husband,

vs.

THERESA G. JONES,

Defendant/Wife.

No. **00D-219**

Davidson County DEEDDIV
Recvd: 11/06/00 12:44 10pgs
Fees:42.00 Taxes:0.00
20001106-0110058

FINAL DECREE

This cause came on to be heard on the 11th day of July, 2000, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Husband, personal service on the Wife, the written Marital Dissolution Agreement executed by the parties, the testimony of the Husband and the statements of counsel and upon the entire record from all of which the Court finds that there exist irreconcilable differences in the marriage such that the Husband should be awarded an absolute divorce from the Wife. The Court further finds that one (1) child has been born of the marriage, and affirmatively finds that the written Marital Dissolution Agreement tendered to the Court makes an equitable settlement of all property rights between the parties and further makes adequate and sufficient provision for the custody and support of the parties' minor child.

The Court further finds that the agreed upon child support provisions are consistent with Title IV-D guidelines as required by T.C.A. § 36-5-101(e)(2) and that the parties have agreed that, at this time, all periodic payments should be made directly to the Wife.

IT IS THEREFORE ORDERED that the Husband, KENNETH A. JONES, be, and he hereby is, awarded an absolute divorce from the Wife, THERESA G. JONES, on the ground of irreconcilable differences.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement be, and it hereby is, approved and made a decree of this Court, the same being incorporated herein in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2000 JUN 16 AM 8:52
RICHARD R. ROOKER, CLERK
D.C.

KENNETH A. JONES,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. **00D-219**
	)	
THERESA G. JONES,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into this 13 day of ~~May~~ June, 2000, by and between KENNETH A. JONES, hereinafter referred to as "Husband", and THERESA G. JONES, hereinafter referred to as "Wife";

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for absolute divorce styled Kenneth A. Jones vs. Theresa G. Jones, and bearing Docket No. 00D-219; and

WHEREAS, the parties desire to agree upon and fix their rights and duties with regard to their respective estates and all other matters concerning their rights and duties arising by reason of the marital relationship.

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

I. CHILDREN.

The parties acknowledge that one (1) child has been born during the marriage: Ashley Michelle Jones, age 16.

A. CUSTODY.

The parties shall have joint custody of the minor child, with the wife being designated as primary custodian. While the Husband shall have the right to participate in the major decisions affecting the health and well-being of the child, the Wife shall make the decisions regarding her day to day care.

B. VISITATION.

The Husband shall have liberal visitation with the minor child, giving due consideration to the child's preference in scheduling the same.

C. PERIODIC SUPPORT.

The Husband shall pay directly to the Wife the sum of Five Hundred Twenty-Four and 00/100 ($524.00) per month. Said amount shall be paid in weekly installments of One Hundred Twenty-One and 00/100 Dollars ($121.00). The parties acknowledge that the agreed upon support has been computed in accordance with the provisions of T.C.A. 36-5-101 (e) (2), and is based upon the Husband's gross annual income of $39,260.00.

The Husband acknowledges that his obligation to pay support for the minor child shall not terminate until the child reaches the age of 18 or the high school class of which she is a member upon attaining the age of 18 graduates, whichever event last occurs. The parties further acknowledge that for as long as the Husband is required to pay child support the amount of said support shall not be reduced or modified in any respect without first obtaining permission from the Court and, further, that after any support payment has become due, neither party will be able to take any action with respect to the amount of that particular payment.

D. HEALTH INSURANCE.

The Husband agrees to maintain health and dental insurance for the minor child and the parties shall be equally responsible for those medical, dental, pharmaceutical, optometric, orthodontic, expenses for the child not covered by said insurance. The parties shall cooperate in the filing of insurance claims to the extent required by the Husband's insurance carrier, all with the purpose and intent of receiving the promptest payment and reimbursement of medical expenses for the minor child.

E. PARENTAL RIGHTS.

It is further agreed by the parties, in accordance with the provisions of T.C.A. § 36-1-101(a)(5)(A)-(F), that each of the parties is granted the following rights during the period the child is in the custody or possession of the other party. The parties are hereby enjoined from interfering with or encouraging others, including the child, to interfere with these rights:

1. The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;

2. The right to send mail to the child which the other parent shall not open or censor;

3. 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.

4. The right to receive directly from the child's school upon written request which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents;

5. The right to receive copies of the child'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;

6. The parties are further enjoined from making any derogatory remarks about the other or the other's family to or in the presence of the child, or encouraging others to do so.

F. RELOCATION.

The parties acknowledge that T.C.A. § 36-6-108 requires that if either parent desires to locate outside the State of Tennessee or more than One Hundred (100) miles from the other parent within the State of Tennessee the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail not later than sixty (60) days prior to the move. The notice shall contain the following:

(1) Statement of intent to move;

(2) Location of the proposed new residence;

(3) Reasons for the proposed relocation; and

(4) Statement that the other parent may file a petition in opposition to the move within thirty (30) days of receipt of the notice.

In the event no petition in opposition to a proposed relocation is filed within thirty (30) days of receipt of notice, the parent proposing to relocate with the child shall be permitted to do so. Unless the parents can agree on a new visitation schedule, the relocating parent shall file a Petition seeking to alter visitation.

G. STATISTICAL INFORMATION.

In accordance with the provisions of T.C.A. § 36-5-101(a)(4)(B), the parties supply the following statistical information:

	WIFE	HUSBAND
Full Name:	Theresa G. Jones	Kenneth A. Jones
[redacted]ty Number:	[redacted]5-1896	[redacted]-1850
Date of Birth:	2-18-59	7-4-57
Place of Birth:	Tennessee	Michigan
Residential Residence:	209 Engel Avenue Goodlettsville, TN 37072	209 Engel Avenue Goodlettsville, TN 37072
Mailing address:	same as above	same as above
Home telephone number:	615-851-9347	615-862-0545
Tennessee Driver's License Number:		TN-49972750
Employer name, address and phone:	Harry Felder, DDS 3067 Brick Church Pike Nashville, TN 37207	Nashville Fire Department 105 Long Hollow Pike Goodlettsville, TN 37072
Costs of Health Care Ins if available:		
	CHILD(REN)	
Child's full name:	Ashley Michelle Jones	
[redacted]ty Number:	[redacted]-0324	
Date of Birth:	8-19-83	
Residence address:	209 Engel Avenue Goodlettsville, TN 37072	

The parties acknowledge their understanding that each is obligated to inform the Circuit Court Clerk, 506 Metro Courthouse, Nashville, TN 37201, of any change in the above information within ten (10) days of said change and that failure to do so could lead to being cited for contempt of Court or to having a default judgment entered in a subsequent proceeding.

II. REAL PROPERTY.

The Wife will receive the marital residence located at 209 Engel Avenue, Goodlettsville, Davidson County, Tennessee, free and clear of any claim of the Husband and the Husband shall, prior to the entry of the Final Decree herein, execute a quitclaim deed to convey his interest therein to the Wife. The Wife shall assume and be responsible for the payment of the outstanding mortgage thereon; however, within thirty (30) days from entry of the Final Decree, the Wife shall make application to refinance said mortgage, it being the intent of the parties that the Husband be released from his liability thereon. The Wife further agrees that in the event she is initially unable to qualify to refinance the mortgage, she shall reapply therefor, at least annually.

Until such time as the Husband is released from liability on the mortgage, the Wife shall make all monthly payments in a timely manner. In the event she fails to do so at any time after entry of the Final Decree, or in the event she fails to apply to refinance the mortgage, the Husband reserves the right to move the Court for an Order to sell the property in accordance with the provisions of T.C.A. § 35-5-101, et seq. Further, from the proceeds of said sale, the Husband shall be reimbursed

for any monthly payments made by him as a result of the Wife's failure to do so. Should the Wife secure financing prior to the sale, she shall, likewise reimburse the Husband for any payments made by him on said mortgage after entry of the Final Decree.

III. PERSONAL PROPERTY

A. FURNITURE, FURNISHINGS, AND PERSONAL BELONGINGS.

All furniture, furnishings and personal belongings have heretofore been divided by the parties to the satisfaction of each and the party in possession upon entry of the Final Decree shall own said property free and clear of any interest of the other.

B. AUTOMOBILES/MOTOR VEHICLES/BOATS/MOTORS.

1. The Wife shall receive the 1994 Ford Explorer which is presently unencumbered.

2. The Husband shall receive the 1972 Chevrolet, shall assume and pay any outstanding encumbrance thereon and, further, shall indemnify and hold the Wife harmless therefor.

3. The Husband shall receive the 1988 boat and shall be responsible for the outstanding indebtedness thereon and, further, shall indemnify and hold the Wife harmless therefor.

4. The parties shall execute whatever documents may be necessary to transfer their respective interests in the above property.

C. FINANCIAL INSTITUTION ACCOUNTS.

The parties acknowledge that all joint accounts have been closed and monies on deposit divided to the satisfaction of each. Any account in the individual name of either party shall belong to that party, free and clear of any interest of the other.

D. PENSION/RETIREMENT/IRA/457K

Each party hereby expressly and affirmatively waives any claim or right that he or she may have to any pension, retirement, IRA and 457K accounts belonging to the other.

IV. DEBTS.

The parties acknowledge that, other than the mortgage on the marital residence, no joint debt is outstanding and each party shall be responsible for all debts in his or her individual name.

V. ATTORNEY'S FEES AND COSTS.

Each party shall be responsible for his or her own attorney's fee incurred in connection with the divorce proceeding. The Husband shall be responsible for the Court costs.

VI. DISCLOSURE.

Each party is fully and completely informed of the financial and personal status of the other and each of them has given full and mature thought to the meaning of this Agreement and all of the obligations contained herein, and each of the parties understands the Agreement and the obligations assumed by the other, which are assumed with the express understanding and agreement that they are in full satisfaction of all obligations, unless otherwise provided herein, which each of the said parties has or might hereafter or otherwise have toward the other.

VII. RELEASE.

Each of us having had our respective rights and duties fully explained to us by our respective counsel, in consideration of the promises contained herein, does hereby forever release, waive and discharge the other from any right, duty or obligation for support or maintenance, and to any part or share of the property of each other, and all other claims, causes of action, suits or debts, relating to or sounding in contract, tort, property loss or damage, and of every kind and nature, in law or in equity, except as this agreement otherwise provides.

VIII. FUTURE ENFORCEMENT.

In the event 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 also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

IX. EFFECTIVE DATE.

Unless otherwise provided here, all provisions contained in this Agreement shall be effective upon the entry of the Final Decree of Divorce.

X. ACKNOWLEDGMENT.

The parties acknowledge that the terms and conditions contained in this Agreement make adequate and sufficient provision for the custody and support of the minor child and for the equitable settlement of all property rights between them.

XI. INCORPORATION.

The parties agree that this Agreement, subject to the Court's approval, shall be incorporated in and made a part of any Decree of Divorce which may be entered hereafter.

IN WITNESS THEREOF, the parties hereto have set their signatures this 13 day of June, 2000.

Kenneth A. Jones
KENNETH A. JONES

Theresa G. Jones
THERESA G. JONES

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named KENNETH A. JONES, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Madison, Tennessee, on this the 13 day of June, 2000.

Karen Burnette
NOTARY PUBLIC

My commission expires: 11/25/00.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named THERESA G. JONES, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Hermitage, Tennessee, on this the 24th day of May, 2000.

J D J Bell
NOTARY PUBLIC

My commission expires: 1-25-2005.

IT IS FINALLY ORDERED that the costs of this cause shall be taxed to KENNETH A. JONES, for which let execution issue if necessary.

ENTER this 11th day of July, 2000.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

VICKY V. KLEIN, BPR# 10015
Attorney for Husband
509 Lentz Drive
Madison, TN 37115
(615) 865-5533

Current address of the parties:

Kenneth A. Jones
P. O. Box 372
Goodlettsville, TN 37070

Theresa G. Jones
209 Angel Avenue
Goodlettsville, TN 37072

CERTIFICATE OF SERVICE

The undersigned hereby certifies that an exact copy of the foregoing Final Decree has been mailed, postage pre-paid, to Mr. Ellis H. Marshall, Jr., Attorney for Wife, 3310 Lebanon Road, Suite 200, Hermitage, TN 37076, on this 11th day of July, 2000.

VICKY V. KLEIN

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 11 day of JULY , 2000 , in the Case Number 00D219 between JONES, KENNETH ALAN Plaintiff, and JONES, THERESA GAYLE Defendant, as same remains of record in Vol. 1273 , Page 233395 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 02 day of NOVEMBER in the year two thousand and in the 225th year of American Independence.

RICHARD R. ROOKER, SEAL, CIRCUIT COURT CLERK

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk