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

01 SEP -7 PM 4:2
RICHARD ...
B Murray D.C.

DARYL WAYNE HIGHERS)
)
Plaintiff,)
)
vs.) Case No. 99D-1588
)
PAULA JEAN HIGHERS)
)
Defendant.)

Davidson County DEEDDIV
Recvd: 01/30/01 11:09 12pgs
Fees:50.00 Taxes:0.00
20010130-0009039

FINAL DECREE OF DIVORCE

This cause came to be heard on the 30th day of August 1999, before the Honorable Muriel Robinson, Judge, upon the Complaint for Divorce filed with the Court, personal service of processs on Defendant on May 20, 1999, the parties' Marital Dissolution Agreement (signed by Plaintiff on May 20, 1999, and by Defendant on May 20, 1999), the sworn testimony of Plaintiff in open Court, statements of Plaintiff's attorney, and the entire record herein; from all of which the Court finds that the allegations of the Complaint are sustained by the proof; that is, that the parties have irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the custody and maintenance of the parties' minor child and for the equitable settlement of any and all property rights between the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, DARYL WAYNE HIGHERS, is awarded an absolute divorce from the defendant, PAULA JEAN HIGHERS, and that the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the Marital Dissolution Agreement executed by the parties is approved by the Court and incorporated herein as follows:

FILED

FOURTH CIRCUIT

IN THE FOURTH COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

99 MAY 25 AM 8:03

RICHARD R. ROOKER, CLERK

D.C.

DARYL WAYNE HIGHERS)
)
Plaintiff,)
)
vs.) Case No. 99D1588
)
PAULA JEAN HIGHERS)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between, DARYL WAYNE HIGHERS, hereinafter referred to as "Husband," and PAULA JEAN HIGHERS, hereinafter referred to as "Wife."

WITNESSETH:

WHEREAS, these parties have been married since June 26, 1979, and there have been born of this union two children, namely Brandy Nichole Highers (d.o.b. 4-30-81) and Tommy Edward Highers (d.o.b. 5-13-87), presently a minor. The parties' children were born during the marriage.

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences and difficulties have arisen between the parties, and instituted in the Fourth Circuit Court for Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and for other good and valuable considerations, the parties agree as follows:

1. **CUSTODY.** The parties shall have joint custody of their

DWH PJH

minor ~~children~~ child. However, the minor child, Tommy Edward Highers (d.o.b. 5-13-87) shall live and reside with Wife, and Husband shall have reasonable visitation rights with the minor child, provided Husband gives Wife forty-eight (48) hours notice of his desire to exercise his visitation rights.

2. **VISITATION**. Husband shall have the right to visit the minor child at reasonable times and places upon reasonable notice to Wife. Visitation is for the benefit of the minor child.

PJH DWH

3. **CHILD SUPPORT**. Husband shall pay Wife as child support Ninety-Nine 92 #99.92 ~~FIFTY~~ & ~~00~~/100 ~~($50.00)~~ DOLLARS per week, said payments to be made directly to Wife and being in an ammount in accordance with the most recently published Tennessee Child Support Guidelines. The child support shall not be deemed prorated in equal shares among the parties' minor children. Unless specifically ordered by the Court, the child support of ~~$50.00~~ per week shall not be reduced. Husband agrees that all child support obligations outlined herein will survive his death and be an obligation of his estate. The obligations outlined in this Marital Dissolution Agreement are in the nature of support and non-dischargeable in bankruptcy.

PJH #99.92 DWH

4. **CHILDREN'S MEDICAL AND DENTAL EXPENSES**. Husband shall pay one-half (1/2) of all medical and dental expenses of the parties' minor child. Wife shall pay one-half (1/2) of all medical and dental expenses of the parties' minor child.

5. **DEPENDENCY EXEMPTION**. The parties agree to alternate the child dependency exemptions, if Husband is current on his support payments. Wife will claim same in even numbered years and Husband will claim same in odd-numbered years. Wife agrees to execute waivers for Husband's use in odd-numbered years, if all support payments are current.

6. **ALIMONY**. Husband shall not be required to pay Wife alimony.

7. **PERSONAL PROPERTY**. The parties have heretofore divided their personal property between themselves. All furniture,

furnishings, and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings, and personal effects presently in the possession of Husband shall be his sole and separate property.

8. **AUTOMOBILES**. The 1992 Pontiac Firebird, which is titled in both Husband and Wife's name shall be vested solely in Wife. Husband shall ensure that any and all documents necessary to transfer title of said automobile to Wife shall be executed prior to a final hearing of this cause.

9. **BANK ACCOUNTS**. The parties' joint checking and savings accounts shall be closed and each party shall receive one-half (1/2) of the proceeds.

10. **REAL PROPERTY**. The house and lot located at 520 Neely's Bend Road, Madison, Tennessee 37115 and titled in both parties' names shall be vested solely in Husband. Wife shall be divested of all right, title, and interest in said property by the execution of a Quitclaim Deed of same property to Husband; and all right, title, and interest in said property shall be vested in Husband. Husband, upon execution of said Quitclaim Deed, shall refinance said property thereby releasing Wife upon any prior obligations on the prior Note on this property. Said property located at 520 Neely's Bend Road, Madison, Tennessee 37115 is more specifically described in Deed Book 11451, Page 13, of the Register of Deeds Office, Davidson County, Tennessee, as follows:

> LAND in Davidson County, Tennessee, being the westerly part of Lot No. 2 on the unrecorded resubdivision of Lot No. 10 on the Map of Madison Park Subdivision, as of record in Book 421, page 184, Register's Office for said county, described as follows:
>
> BEGINNING at a point in the south margin of Neely's Bend Road in the line between Lot Nos. 1 and 2, of said unrecorded resubdivision; thence along the line between Lots 1 and 2, South 2 degrees 51' West 398.1 feet to a stake in the northerly line of the Webb Hayes property; thence with his line North 37 degrees 30' East 125.8 feet to the

> southwest corner of part of Lot No. 2, conveyed to Earnest E. Tomlinson, Jr. and wife, by deed from D.C. Traylor and wife, as of record in Book 2345, page 59; thence along Tomlinson's west line, North 2 degrees 45' East 294.8 feet to a point in the south margin of Neely's Bend Road; thence with the margin of the same, west 71 feet to the point of beginning, containing .57 acres more or less. (Map 52-01, Parcel 322.00).

The house and lot located at 221 Roosevelt Avenue, Madison, Tennessee 37115 and titled in both parties' names shall be sold as soon as Husband completes repairs which will allow the parties to obtain full market value on the property. Upon sale of said house and lot, Husband shall provide Wife with $15,000.00 proceeds from sale. Said property is located at aforementioned address in Davidson County, Tennessee, and is more specifically described in Deed Book _____, Page _____, of the Register of Deeds Office of Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being Lot No. 15 and the East 16 feet of Lot No. 14 and the West 18 feet of Lot No. 16, Block "A" on the Map of Kannaston Estates, as of record in Book 843, page 83, Register's Office for Davidson County, Tennessee.
>
> Said lot and part of said lots adjoin and front together 84r feet on the North side of Roosevelt Street and runs back between lines 137.5 feet on the west line of part of Lot No. 14 and 138.4 feet on the East line of part of Lot No. 16, to a dead line in the rear, on which they measure 84 feet (Map 43-05, Parcel 59.00).

11. **DEBTS**. The parties to this cause have incurred no marital debt.

12. **PERMANENT INJUNCTION**. The parties to this cause are prohibited from molesting, harassing, assaulting, threatening, or harming each other or their minor children in any manner whatsoever.

13. **ATTORNEY FEES**. Husband shall reimburse Wife all reasonable fees paid to her attorney for services rendered in conjunction with this cause.

14. **COURT COSTS**. Husband shall pay one-half (1/2) the

litigation tax and costs of court incurred as a result of the pending action for absolute divorce. Wife shall pay one-half (1/2) the litigation tax and costs of court incurred as a result of the pending action for absolute divorce.

15. **EXECUTION OF DOCUMENTS**. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing which shall reasonably be required for the purposes of effectuating the provisions and intent of this Marital Dissolution Agreement.

16. **EDUCATION**. DWH PJJ. It is further agreed between the parties that the ~~minor~~ children will be encouraged to obtain a college education or other advanced training past high school. To that end each party agrees to pay their ~~pro rata share,~~ based upon ~~their respective W-2 statements, compared annually, of the complete cost of such higher education or training for the parties' children.~~ & contracts & each & tuition, book fees, room & board & activity fees & transportation costs not to exce DWH PJJ 500.00 ea. pr or comparable to University of Jersey.

17. **NO SUBSEQUENT DEBTS**. Subject to the provisions of this Marital Dissolution Agreement, Wife shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Husband or his estate may be or become liable. If Wife does incur such a debt, Wife shall indemnify and hold harmless Husband to the full extent of such a debt, Wife shall indemnify and hold harmless Husband to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorneys fees. Subject to the provisions of this Marital Dissolution Agreement, Husband shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Wife or her estate may be or become liable. If Husband does incur such a debt, Husband shall indemnify and hold harmless Wife to the full extent of the amount of such debt, including interest, expenses, legal expenses, and attorney fees.

18. **WAIVER OF MARITAL RIGHTS**. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife

and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtesy, distribution of intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and rights, in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

19. **ENFORCEMENT OF AGREEMENT**. In the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Marital Dissolution Agreement, he or she shall also be entitled to a judgment for reasonable expenses incurred in prosecuting such action including, but not limited to, attorney fees and court costs.

20. **INCORPORATION INTO DECREE**. The parties desire that this Marital Dissolution Agreement be incorporated as a part of any final judgment of divorce that may hereafter be entered in the Fourth Circuit Court of Davidson County, Tennessee, or in any other court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

21. **ENTIRE AGREEMENT**. This Marital Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understandings between them, other than those agreements and understandings expressly mentioned in this Marital

Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them, other than those expressly mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

22. **FAIR AND EQUITABLE AGREEMENT.** The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The parties have been represented either by their respective attorneys or pro se in connection with the negotiation and preparation of this Marital Dissolution Agreement. Each party acknowledges and he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement.

23. **WAIVER OF SERVICE.** The parties acknowledge that Wife is a Tennessee resident. Neither personal service of process nor service of process by publication shall be required. The signing of this Marital Dissolution Agreement by both parties before a notary public shall be in lieu of service of process and shall constitute a general appearance before the court which shall give the Court personal jurisdiction over the Defendant/Wife for the purpose of granting a divorce on the grounds of irreconcilable differences.

IN WITNESS WHEREOF, Wife has signed this Marital Dissolution Agreement on May 20, 1999, 1999, and Husband has signed this Marital Dissolution Agreement on May 20, 1999, 1999.

Daryl Wayne Highers
DARYL WAYNE HIGHERS

Paula Jean Highers
PAULA JEAN HIGHERS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DARYL WAYNE HIGHERS, with whom I am personally acquainted, and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 20th day of May, 1999.

NOTARY PUBLIC

My Commission Expires: 12-18-00

MARK R. SHARBER NOTARY PUBLIC AT LARGE RUTHERFORD COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PAULA JEAN HIGHERS, with whom I am personally acquainted, and who acknowledged that she executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 20th day of May, 1999.

NOTARY PUBLIC

My Commission Expires: 12-18-00

MARK R. SHARBER NOTARY PUBLIC AT LARGE RUTHERFORD COUNTY, TN

MARK R. SHARBER, #18887
Attorney for Plaintiff
1161 Murfreesboro Rd.
Suite 505
Nashville, TN 37217
(615) 361-0275

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband shall pay one-half (1/2) of the litigation tax and costs of this cause and that Wife shall pay one-half (1/2) of the litigation tax and costs of this cause, for which execution may issue if necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with the terms and agreements contained in the Marital Dissolution Agreement, the house and lot titled in the parties' names and located at 221 Roosevelt Avenue, Madison, Tennessee 37115 and described more fully below shall be vested solely in Husband subject to a first mortgage in favor of Margaret Cummings and A.D. Cummings dated November 30, 1998 to secure payment of a note in the original amount of $36,000.00. Husband agrees to indemnify and hold Wife harmless on said first mortgage. Wife shall be divested of all right, title and interest in said property; and all right, title and interest in said property shall be vested in Husband. Furthermore, Wife retains a lien on the aforementioned real property for $15,000.00, representing payment of Wife's share of equity in the property. This lien shall attach to the property in favor of Wife and shall remain a lien on the real property until satisfied in full upon a disbursement of proceeds at a real estate closing on same. Legal description of said property is as follows:

> Land in Davidson County, Tennessee, being Lot No. 15 and the East 16 feet of Lot No. 14 and the West 18 feet of Lot No. 16, Block "A" on the Map of KANNASTON ESTATES, as of record in Plat Book 843, page 83, Register's Office for Davidson County, Tennessee.
>
> Said lot and part of said lots adjoin and front together 84 feet on the North side of Roosevelt Street and runs back between lines 137.5 feet on the West line of part of Lot No. 14 and 138.4 feet on the east line of part of Lot No. 16, to a dead line in the rear, on which they measure 84 feet (Map 43-04, Parcel 59.00).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the

attorney of record in this case is hereby released from any further obligation to represent the Plaintiff, including surety for costs.

For purposes of enforcement of this Final Decree the current addresses of the parties are:

PLAINTIFF	DEFENDANT
Daryl Wayne Highers 520 Neely's Bend Rd. Madison, TN 37115	Paula Jean Highers 1421 Ocoee Trail Madison, TN 37115

ENTERED this 7th day of Sept, 1999.

HONORABLE MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY

MARK R. SHARBER, #18887
Attorney for Plaintiff
1161 Murfreesboro Rd., Ste. 505
Nashville, TN 37217
(615) 361-0275

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree of Divorce was mailed to PAULA JEAN HIGHERS, 1421 Ocoee Trail, Madison, TN 37115 this 3rd day of September, 1999.

MARK R. SHARBER

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 07 day of SEPTEMBER , 1999 , in the Case Number 99D1588 between HIGHERS, DARYL WAYNE Plaintiff, and HIGHERS, PAULA JEAN Defendant, as same remains of record in Vol. 815 , Page 149367 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 30 day of JANUARY in the year two thousand one and in the 225th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Rawls
Deputy Clerk