207A/546

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1992 JUL -7 PM 2:41

GEORGE L. BOOKER, CLERK

MAXIE D. DAVENPORT,)
)
Plaintiff/Husband)
)
VS.) NO. 91D-2510
)
NINA JANICE (WOODY) DAVENPORT,)
)
Defendant/Wife.)

Davidson County DEEDDIV
Recvd: 06/07/01 16:39 10pgs
Fees:42.00 Taxes:0.00

20010607-0060365

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 7th day of July, 1992, before the Honorable Muriel Robinson Rice, Judge, upon the Complaint for Divorce of the Plaintiff/Husband, Maxie D. Davenport (hereafter "Husband"), heretofore filed against the Defendant/Wife, Nina Janice (Woody) Davenport (hereafter "Wife"); and, it appearing to the Court from said Complaint, testimony of Husband in Open Court, statement of counsel for both parties, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Husband to an Absolute Divorce from Wife on said ground; and, it further appearing that Husband and Wife have executed a written, notarized Marital Dissolution Agreement, which Agreement the Court affirmatively finds does adequately and sufficiently provide for an equitable settlement of all property rights between the parties, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore it is hereby

ORDERED, ADJUDGED, and DECREED that Plaintiff/Husband, Maxie D. Davenport, should be and he hereby is awarded an absolute divorce from Defendant/Wife, Nina Janice (Woody) Davenport, on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. It is further

ORDERED, ADJUDGED and DECREED that the written, notarized Marital Dissolution Agreement dated June 19, 1992, should be, and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

After Recording RETURN TO:
Closing & Title Services, Inc.
405 Two Mile Pike, Suite C
Goodlettsville, TN 37072-1859

FILED
1992 JUL -7 PM 2:41
GEORGE L. ACKER, CLERK
D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into on the date(s) set forth beside the signatures below, by and between MAXIE D. DAVENPORT, hereafter called "Husband", and NINA JANICE (WOODY) DAVENPORT, hereafter called "Wife", as follows:

WHEREAS, there is a Complaint for Divorce pending in the Fourth Circuit Court for Davidson County, Tennessee, wherein Husband is seeking an absolute divorce from Wife on the ground of irreconcilable differences, Case No. 91D-2510, and there being such irreconcilable differences between the parties that they can no longer live together as husband and wife, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights and marital debts; and

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the ground of irreconcilable differences; and

WHEREFORE, in final settlement, adjustment and compromise of all matters relating to property rights, and all other matters relating to or arising out of the marriage relationship, and in consideration of the mutual promises and covenants herein set forth, Husband and Wife mutually covenant and agree as follows:

1. (A) The parties acknowledge that they presently own real property, as tenants by the entirety, located at 8125 Luree Lane, Hermitage, Davidson County, Tennessee, 37076, said real property being more described as hereinafter below, as follows:

> Land in Davidson County, Tennessee, being Lot No. 107 on the Plan of Hermitage Estates, as of record in Book 3300, Pages 70 and 71, Register's Office for said County.
>
> Said Lot No. 107 fronts 87.0 feet on the southwesterly margin of Luree Lane and extends back 229.0 feet on the southeasterly side and 215.2 feet on the northwesterly side to a dead line, which is a broken line, on which it measures 144.3 feet.
>
> Being the same property conveyed to Maxie D. Davenport and wife, Nina Janis Davenport, by Deed from Duane E. Paulson and wife, Marcia R. Paulson, of record in Book 4535, Page 29, Register's Office for Davidson County, Tennessee. The said Nina Janis Davenport being one and the same person as Nina Janice (Woody) Davenport.

(B) The parties expressly agree that upon the entry of the Final Decree of Divorce that Wife shall be and is divested of any right, title or interest in and to the heretofore described property and improvements thereon except as noted below. Husband shall be and is vested with sole right, title and interest in and to fifty percent (50%) of the property and improvements and the parties' adult children, Lori Langford, Robert Maxie Davenport, Julie Smith, and April Langford, shall be and are vested with sole right, title and interest as tenants in common in and to the remaining fifty percent (50%) of the fee simple title to said real property. Wife shall retain a life estate in and to said property and shall have the sole and exclusive right to live and reside within the home situated at 8125 Luree Lane should she affirmatively elect to utilize the premises as her residence.

(C) The parties acknowledge that their adult son, Robert Maxie Davenport, is presently the sole resident of the premises. The parties acknowledge that it is appropriate for so long as the adult son shall continue to reside there that he be required to pay the monthly utilities, property taxes, homeowners insurance, and both the monthly payments on the first and second mortgage indebtednesses, in lieu of rent. Wife authorizes Husband to collect said funds from the adult son and Husband agrees that he shall manage the property and shall cause to be paid from the rental income received, the first and second mortgage indebtednesses in the amounts of $146.00 per month payable to Emigrant Savings Bank and $263.13 payable to Leader Federal. Husband agrees that he shall hold harmless and indemnify Wife from the monthly obligations heretofore set forth above.

Further, Wife agrees that should she fail to reside at the residence; then, Husband shall continue to have the authority to collect rent from the premises (even if the adult son should vacate same) and husband covenants that all rents derived from the premises shall continue to be utilized in the payment of all of the indebtednesses and expenses heretofore described above.

2. Wife presently resides at Ridgeview Residential Home, Route 1, Box 107, Tennessee Ridge, Tennessee 37178 and Husband resides at 1215 Hermitage Park Dr., Hermitage, Tennessee 37076. The parties have accumulated furniture, furnishings, appliances, and other personal property during the course of their marriage, and the parties agree that they have amicably divided all personal property between them such that all right, title and interest in and to the personal property now in the possession of or at the residence of Husband shall be and is vested solely in Husband and divested out of Wife. All right, title and interest

in and to the personal property now in the possession of or at the residence of Wife shall be and is vested solely in Wife and divested out of Husband. In addition, all right, title and interest in and to the personal property located at the Luree Lane property shall be and is vested solely in Wife and divested out of Husband.

3. (A) The parties agree that provided Husband's group medical and hospitalization insurance policy permits the inclusion of coverage for Wife beyond the number of months presently allowed for pursuant to COBRA; then, Husband shall continue to maintain at his expense the aforesaid medical and hospitalization insurance for the benefit of Wife until such time as she shall have become deceased or remarried, whichever event shall first occur. In the event that Husband's insurance coverage provided for through his employer for any reason fails to provide a conversion for the benefit of Wife, beyond the number of months allowed for pursuant to COBRA, then Husband shall be and is required to continue to maintain health and medical insurance for Wife's benefit for a period of 18 months after the entry of a Final Decree of Divorce following which it shall be Wife's sole and exclusive responsibility to obtain her own coverage. Each party shall be responsible for his or her own uninsured medical expenses incurred subsequent to the date of this Agreement. Husband shall be solely responsible for any of Wife's medical expenses incurred to date, not otherwise covered by insurance up to the limits of Husband's policy.

(B) Husband agrees that he shall continue to maintain Wife as primary beneficiary upon the life insurance presently insuring his life in its present face amount and Wife shall continue to be vested as an irrevocable beneficiary for and during her life with respect to Husband's pension benefits to the extent of any survivorship options provided for within his pension with the Metropolitan School System.

4. Wife shall be and is divested of any right, title or interest in and to the 1991 Toyota Camry automobile and Husband shall be and is vested with sole right, title and interest in and to said vehicle. Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for any and all indebtednesses due and owing upon said vehicle, as well as any and all insurance and maintenance associated therewith.

5. Husband shall be solely responsible for, and shall hold harmless and indemnify Wife, for the following indebtednesses: Donelson Hospital, Dr. Stanley J. Bodner, Cumberland Emergency Physicians, Hill Radiology, Dr. Michael L. Campbell and any and all other indebtednesses incurred primarily in his

name, unless otherwise set forth herein. From and after the execution of this Agreement, neither party shall cause to be made any indebtedness for which the other party may be held liable.

6. Husband shall pay directly to Ridgeview Residential Home, the sum of $400.00 per month, for the support and maintenance of Wife for so long as Wife shall remain a resident at said home, unless otherwise noted hereinafter below. Should Wife elect to change residences, either from Ridgeview Residential Home to some other residential care facility, or back to the parties' former marital residence at Luree Lane; then, Husband shall direct said payments to the successor residential home or directly to Wife as the case may be. Said payments shall continue from month to month for so long as Wife shall remain unmarried, or until Husband's death, whichever event shall first occur.

7. Husband and Wife each agree to execute any documents or instruments which are, or may become, necessary to implement the terms and intent of this Agreement, and each party further agrees to furnish the vested party with any and all applicable vehicle titles, deeds, policies of insurance, etc., to which the vested party is entitled.

8. Husband agrees that in the event that Wife shall obtain and maintain a valid Tennessee Drivers License and further provided that Wife shall obtain written express approval from her attending physician that her health permits her to operate an automobile within 36 months from the entry of the Final Decree of Divorce; then he shall provide to Wife for her personal use only a reasonably safe and mechanically sound automobile, for which Husband shall not be required to pay more than $5,000.00. Wife shall be solely responsible for maintaining any insurance upon said vehicle and responsible for providing fuel or other maintenance expenses.

9. Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

10. The parties acknowledge that Attorney David R. Kennedy represents Husband; that Attorney Joanie Abernathy represents Wife; that each party has participated in the negotiations surrounding the preparation of this instrument; and that they are in agreement with its contents and fully understand the legal effect thereof. The parties mutually agree and acknowledge that neither of them are relying upon any tax advice from said attorneys, and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement, and that each of them have utilized their own separate accountants so as to apprise themselves of said tax consequences.

11. Husband shall be and is solely responsible for all attorneys fees, and for all the costs of this cause, for which let execution issue if necessary.

12. This Agreement shall be submitted to the Court and, if approved, shall be incorporated into any Final Decree of Divorce granted to the Husband on the ground of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

13. By their signatures below, both parties agree and acknowledge that the proper jurisdiction and venue of this action is vested in Nashville, Davidson County, Tennessee.

WITNESS OUR HANDS the date(s) set forth below.

Maxie D. Davenport
MAXIE D. DAVENPORT
"Husband"

DATED: 6-19-92

Nina Janice Davenport
NINA JANICE (WOODY) DAVENPORT
"Wife"

DATED: 6-10-92

* * * * *

STATE OF TENNESSEE)
COUNTY OF Houston)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named NINA JANICE (WOODY) DAVENPORT, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Marital Dissolution Agreement as "Wife", for the purposes therein contained, this the 10 day of June, 1992.

Teresa Mitchell
NOTARY PUBLIC

My Commission Expires: TERESA MITCHELL, NOTARY PUBLIC HOUSTON COUNTY, STATE OF TENNESSEE MY COMMISSION EXPIRES 05-30-94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named MAXIE D. DAVENPORT, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Marital Dissolution Agreement as "Husband", for the purposes therein contained, this the 1st day of June, 1992.

NOTARY PUBLIC

My Commission Expires: 3-26-94

It is further ORDERED that Husband shall be responsible for all of the Court costs associated herewith, for which let execution issue, if necessary.

ENTERED this the 7th day of July, 1992.

JUDGE

APPROVED FOR ENTRY:

DAVID R. KENNEDY (BPR#5642)
Attorney for Plaintiff/Husband
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
PH: (615) 883-4998

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U.S. Mail, postage prepaid, to Ms. Joanie Abernathy, Attorney for Ms. Nina Janice (Woody) Davenport at Trial Lawyers Bldg., 202 3rd Avenue North, P.O. Box 1608, Franklin, Tennessee 37065-1608, this 24th day of June, 1992.

DAVID R. KENNEDY

THIS BECOMES A LEGAL RECORD WHEN PROPERLY EXECUTED AND FILED.

TYPE OR PRINT IN PERMANENT BLACK INK.

TENNESSEE DEPARTMENT OF HEALTH & ENVIRONMENT

CERTIFICATE OF DIVORCE OR ANNULMENT

RULE DOCKET NO. 91D-2510

STATE FILE NUMBER

HUSBAND

1. HUSBAND'S NAME (First, Middle, Last): MAXIE D. DAVENPORT

2a. RESIDENCE—STATE: Tennessee

2b. COUNTY: Davidson

2c. CITY, TOWN, OR LOCATION: Hermitage

2d. STREET AND NUMBER: 1215 Hermitage Park

3. BIRTHPLACE (State or Foreign Country): Tennessee

4. DATE OF BIRTH (Month, Day, Year): 9/2/33

WIFE

5a. WIFE'S NAME (First, Middle, Last): NINA JANICE (WOODY) DAVENPORT

5b. MAIDEN NAME: Woody

6a. RESIDENCE—STATE: Tennessee

6b. COUNTY: Houston

6c. CITY, TOWN, OR LOCATION: Tennessee Ridge

6d. STREET AND NUMBER: Rt 1, Box 107 (Ridgeview Resident)

7. BIRTHPLACE (State or Foreign Country): Tennessee

8. DATE OF BIRTH (Month, Day, Year): 6/27/36

MARRIAGE

9a. PLACE OF THIS MARRIAGE—STATE (or Foreign Country): Tennessee

9b. COUNTY: Madison

9c. DATE OF THIS MARRIAGE (Month, Day, Year): 6/3/56

10. DATE COUPLE LAST RESIDED IN SAME HOUSEHOLD (Month, Day, Year): July, 1990

11a. NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (Specify): 4

11b. CHILDREN UNDER 18 IN THIS FAMILY (Specify): 0

11c. NUMBER OF CHILDREN UNDER 18 WHOSE PHYSICAL CUSTODY WAS AWARDED TO: ☐ No Children Husband ___ Wife ___ Joint (Husband/Wife) ___ Other ___

12. PETITIONER: 1 X Husband 2 Wife 3 Both 4 Other (Specify)

13a. NAME OF PETITIONER'S ATTORNEY (Type Print): David R. Kennedy

13b. ADDRESS (Street or R.F.D. No., City or Town, State, Zip): 4207 Lebanon Rd. Hermitage, TN 37076

DO NOT USE A SEAL ON THIS CERTIFICATE.

DECREE

14a. I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON: (Month, Day, Year): 7-7-92

14b. TYPE OF DECREE: 1 X Absolute 2 Limited 3 Annulment

14c. WAS MAIDEN NAME OR PREVIOUS LEGAL SURNAME RESTORED? (Specify Name): no

14d. COUNTY OF DECREE: Davidson

14e. TITLE OF COURT: 1 X Circuit 2 Chancery 3 General Sessions 4 Probate 5 Other (Specify)

14f. DATE OF RECORDING DECREE (Month, Day, Year): 7-7-92

SIGNATURE MUST BE IN PERMANENT BLACK INK.

14g. SIGNATURE OF CERTIFYING COURT OFFICIAL: GEORGE [illegible], CLERK

14h. TITLE OF CERTIFYING COURT OFFICIAL: CLERK

14i. DATE SIGNED BY CERTIFYING COURT OFFICIAL (Month, Day, Year): 7-7-92

D.Y. ___ D.C.

ALL ITEMS 1-18 MUST BE COMPLETED.

CONFIDENTIAL INFORMATION

	15. Race—American Indian, Black, White, etc. (Specify below)	16. Number of This Marriage First, Second, Etc. (Specify)	17. If Previously Married, Last Marriage Ended (Specify below)	18. Education—Specify Highest Grade Completed: Elementary or Secondary (0-12)	College (1-4 or 5+)
HUSBAND	15a. caucasian	16a. 1st	17a. 1 X Not previously married 2 By death 3 ☐ By Divorce or Annulment	18a. 12	4
WIFE	15b. caucasian	16b. 1st	17b. 1 X Not previously married 2 ☐ By death 3 ☐ Divorce or Annulment	18b. 12	1

PH-1682
Revised 1-89

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 _ day of 0 , _ , in the Case Number 91D2510 between DAVENPORT, MAXIE D Plaintiff, and DAVENPORT, NINA JANICE WOODY Defendant, as same remains of record in Vol. 207A , Page 546 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 MAY in the year two thousand one and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

