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PICK-UP

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2000 SEP 15 PM 2:29
RICHARD R. ROOKER, CLERK
B Murray D.C.

KIM SROFE,)
)
Plaintiff,)
)
vs.) No. 00D-1541
)
BARRY ANDREW SROFE,)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into on the date hereinafter recited by and between **KIM SROFE,** hereinafter referred to as "Wife" and **BARRY ANDREW SROFE,** hereinafter referred to as "Husband," subject to the following terms and conditions:

WITNESETH:

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband under Docket No. 00D-1541;

WHEREAS, these parties desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause;

WHEREAS, there are two (2) minor children born unto this union, namely Haley Michelle Srofe, date of birth April 11, 1994, age 8, and Shelby Layne Srofe, date of birth September 18, 1997, age 2;

WHEREAS, the parties own real property;

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. **CONSIDERATION**

It is agreed by and between the parties the consideration for this Agreement is the mutual promises and agreements herein contained.

2. **TRIAL**

It is agreed by and between the parties the Wife shall proceed to Court to obtain a divorce upon the grounds of Irreconcilable Differences.

3. **REAL PROPERTY** The parties marital residence is located at 517 Rosebank Avenue, Nashville, Tennessee. The parties agree that the house and lot shall be vested solely in the Husband's name. 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. The Husband agrees that he will pay and hold the Wife harmless on the mortgage and on the real property.

4. **PERSONAL PROPERTY**

It is agreed by and between the parties all items of personal property of the parties have previously been equitably divided.

It is further agreed by and between the parties the Husband shall surrender any and all right, title, claim, and interest he has to any of the personal items Wife may possess, and Wife shall retain the same free and clear from any and all claims of Husband.

It is further agreed by and between the parties Wife shall surrender any and all right, title, claim, and interest she has to any of the personal items Husband may possess and Husband shall retain the same free and clear from any and all claims of Wife.

5. **HOUSEHOLD FURNISHINGS.**

It is agreed by and between the parties they will equitably divide any and all furnishings located at the marital residence.

6. **CUSTODY AND VISITATION**

It is agreed by and between the parties that Wife shall be awarded care, custody and control of the parties' two (2) minor children, with reasonable visitation granted to the Husband.

It is further agreed by and between the parties the father shall also have the following visitation with the parties' minor children:

Both parties are entitled to the rights outlined in Tennessee Code Annotated Section 36-6-103(A) through (F) as follows:

a. The Father shall be entitled to exercise visitation with the minor child on alternate weekends from Friday at 6:00 p.m. until Sunday at 6:00 p.m.

b. The Father receives visitation from December 25th at 1:00 p.m. through December 31st at 6:00 p.m. on even-numbered years and December 19th (or the day the child gets out of school) at 6:00 p.m. until December 25th at 1:00 p.m. on odd-numbered years.

c. The Father shall be entitled to exercise visitation with the minor child on Father's Day regardless of the visitation schedule. The Mother shall be entitled to have the child on

Mother's Day regardless of the visitation schedule. The visitation shall commence at 10 a.m. and end at 7:00 p.m.

d. The Father shall exercise visitation with the minor child during the Thanksgiving holiday in the even-numbered years from Wednesday evening at 6:00 p.m. until the Sunday following Thanksgiving Day at 6:00 p.m.

e. The Father shall be entitled to visitation with the minor child on Independence Day and on Easter in alternate years. In the year 2000 the Mother will receive Independence Day.

f. The Father shall be entitled to visitation with the minor child on any Monday holiday when the child is not in school if the Monday holiday follows a regularly scheduled visitation weekend. The visitation shall end on that Monday at 7:00 p.m.

g. The Father shall have visitation with the minor child on the child's Birthday in the odd numbered years. Visitation will be from 3:00 p.m. to 8:00 p.m.

h. The Father shall have the children for four (2) weeks in the summer. The summer visitation shall be taken in two, one-week intervals. The Father shall give the Mother written notice by April 1st of each year as to the dates he wants his summer visitation.

i. The Father shall have visitation with the minor child at any other times that the parties may agree upon.

j. The holiday and birthday visitation shall take precedence over the weekend visitation and the rotation of the weekend visitations shall continue even though one party is unable to exercise their visitation due to the holiday schedule; in the event that the parties allow the children to skip the visitation or attend various functions that may come up during visitation the parties will be unable to make that weekend up and have just lost that weekend and the parties will continue on with their weekend visitation schedule.

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

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

c. The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours in the event of the child's hospitalization, major illness, or death.

d. 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

duplication, 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.

e. 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 for duplication.

f. The right to be free of unwarranted derogatory remarks made about either party or either parent's family by the other to or in the presence of the child.

7. **CHILD SUPPORT.**

It is agreed by and between the parties the Husband shall pay child support weekly in the amount of $160.00, in accordance with the Tennessee Child Support Guidelines, be paid directly to Mrs. Srofe, beginning June 2, 20000.

It is affirmatively acknowledged by the parties, pursuant to the provisions of Tennessee Code Annotated, Section 36-5-101(h), that no action shall be taken by either party to reduce child support after the due date of each payment, and that 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.

8. **HEALTH INSURANCE.**

It is agreed by and between the parties the Wife shall maintain health insurance coverage on the parties' minor children, including opthomological, orthondonture, and prescription. It is further agreed by and between the parties, they shall equally divide any and all medical expenses not covered by insurance, including deductibles. Furthermore, the Father will reimburse the Mother on a monthly basis the amount of the premium the mother pays to carry the insurance for the children.

9. **ALIMONY**

It is agreed by and between the parties neither party shall pay the other any alimony.

10. **AUTOMOBILES**

It is agreed by and between the parties the Wife shall retain sole possession of the 1988 *Plymouth*, to be titled solely in her name. It is further agreed by the parties the Wife shall be responsible for any indebtedness on said vehicle, indemnify and hold the Husband harmless thereon.

Husband shall retain the vehicle titled in his name and he shall be responsible for any indebtedness on said vehicle, indemnify and hold the Wife harmless thereon.

11. **BANK ACCOUNTS**

It is agreed by and between the parties each party shall retain any and all bank accounts in their sole names free and clear from any and all claims of the other party.

12. **RETIREMENT**

It is agreed by and between the parties each party shall retain their own pension and retirement free and clear from any and all claims of the other party.

13. **DEBTS**

It is agreed by and between the parties each party shall be responsible for any debts incurred in their sole and separate names, indemnify and hold the other harmless thereon.

14. **ATTORNEY FEES**

It is agreed by and between the parties each party shall pay their own attorney's fees, for which execution may issue, if necessary.

15. **COURT COSTS**

It is agreed by and between the parties each party shall equally divide the court costs associated with this divorce action other than as set out above, for which execution may issue, if necessary.

16. **NO INTERFERENCE**

It is agreed by and between the parties 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 shall molest the other, nor compel or endeavor to compel the other to cohabit or dwell with him or her.

17. **INCOME TAXES**

It is agreed by and between the parties that they will file a joint tax return for the year 1999. The parties further agree that they will equally divide any tax refund that they are entitled to receive.

18. **TAX EXEMPT STATUS**

It is agreed by and between the parties that 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 represents a division of property by co-owners.

19. **ENFORCEMENT PROVISION**

It is agreed by and between the parties in the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall

be responsible for reasonable attorney fees, expenses, and court costs in the enforcement of same.

20. **ACCEPTANCE BY THE PARTIES**

It is agreed by and between the parties with respect to each party's responsibility for the payment of certain debts and liabilities and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 U.S.C. Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

21. **FAIRNESS OF AGREEMENT**

It is agreed by and between the parties that the provisions of this Agreement are fair, adequate, and satisfactory.

22. **VOLUNTARY ACCEPTANCE**

It is agreed by and between the parties the provisions of this Agreement and their legal effect have been fully explained to the parties by counsel, and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

23. **ENTIRE AGREEMENT**

It is agreed by and between the parties this Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

24. **COMPLETE DISCLOSURE**

It is agreed by and between the parties each party has made a full and complete disclosure of his or her assets and liabilities.

25. **INCOME TAXES**

It is agreed by and between the parties that they will file a joint tax return for the year 1999. It is further agreed by and between the parties they will equally divide any tax refund that they are entitled to receive.

26. **ESTATE WAIVER**

It is agreed by and between the parties 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 or 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, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

27. **ADDITIONAL INSTRUMENTS**

It is agreed by and between the parties that both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

WITNESS OUR HANDS this the 14 day of JUNE, 2000 as to WIFE, and the 14 day of JUNE, 2000 as to HUSBAND.

Kim Rue Srofe
KIM RUE SROFE

Barry Andrew Srofe
BARRY ANDREW SROFE

Jantelle Patton
Notary Public

My Commission Expires NOV. 24, 2001

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **KIM SROFE**, 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 Nashville, Tennessee, this 14th day of JUNE, 2000

Chantelle Patton

NOTARY PUBLIC

My Commission Expires:

My Commission Expires NOV. 24, 2001

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within, **BARRY ANDREW SROFE**, 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 Nashville, Tennessee, this 14th day of June, 2000.

Chantell Patton
NOTARY PUBLIC

My Commission Expires: My Commission Expires NOV. 24, 2001

It is further **ORDERED, ADJUDGED, AND DECREED** that the addresses of the parties are as follows:

Kimberly Rue Srofe
511 Waterview Circle
Hendersonville, TN 37075

Barry Andrew Srofe
517 Rosebank Avenue
Nashville, TN 37206

It is further **ORDERED, ADJUDGED, AND DECREED** that the original complaint for divorce shall be amended to include the children's social security numbers as follows: Haley Michelle Srofe – [redacted]-6763, and Shelby Layne Srofe [redacted]-6701.

It is further **ORDERED, ADJUDGED, AND DECREED** that the costs of this cause are to be divided equally between the parties.

Entered this 15th day of September 2000.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

JACKSON, KWELLER, MCKINNEY & BADGER

BY: **JOHN DAVID MOORE**, No.19143
One Washington Square, Suite 103
214 Second Avenue North
Nashville, Tennessee 37201
(615) 256-2602

Attorney for Plaintiff

Certificate of Service

I do hereby certify on the 15th day of September 2000 that a true and correct copy of the foregoing Final Decree was sent via United States Postal Service, first class, postage prepaid, to the following:

Barry Andrew Srofe
517 Rosebank Ave.
Nashville, TN 37206

John David Moore

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 15 day of SEPTEMBER , 2000 , in the Case Number 00D1541 between SROFE, KIMBERLY RUE Plaintiff, and SROFE, BARRY ANDREW Defendant, as same remains of record in Vol. 1408 , Page 258237 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 24 day of MAY in the year two thousand two and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

