IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1994 JUL 18 PM 4:33
RICHARD R. ROOKER, CLERK
D.C.

WANDA GAYLE DONOHO Plaintiff, vs. PEYTON DONALD DONOHO, JR. Defendant.	)	No. 94D-816

Davidson County DEEDDIV
Recvd: 11/18/03 13:21 7pgs
Fees:37.00 Taxes:0.00
20031118-0168280

FINAL DECREE OF DIVORCE

This cause came on to be heard on this the 18th day of July, 1994, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Divorce, testimony of the Plaintiff in open Court, the Marital Dissolution Agreement, statement of counsel, and the entire record from all of which the Court finds as follows:

That their exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible and a divorce should be granted to the parties on the grounds of Irreconcilable Differences.

The Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.

It is ORDERED, ADJUDGED and DECREED that the Plaintiff, Wanda Gayle Donoho, have and is hereby awarded an absolute divorce from the Defendant, Peyton Donald Donoho, Jr., and the bonds of matrimony heretofore existing and subsisting between the Plaintiff and Defendant are hereby held for naught and the parties are hereby restored to all the rights and privileges of unmarried persons.

It is further Ordered pursuant to T.C.A. 36-5-101(h), and the parties affirmatively acknowledge, that no action by the parties will be effective to reduce child support after the due date of each payment, and that Court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated by the terms of this Agreement.

It is further Ordered that the parties affirmatively acknowledge that the child support herein substantially complies with the Tennessee Child Support Guidelines.

It is further Ordered that the Marital Dissolution Agreement submitted to the Court for approval and made the Order of this Court and as in words and figures as follows:

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RICHARD R. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WANDA GAYLE DONOHO	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 94D-816
	)	
PEYTON DONALD DONOHO, JR.	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between Wanda Gayle Donoho, (hereinafter referred to as ("Wife") and Peyton Donald Donoho, Jr., (hereinafter referred to as "Husband"), whose names appear sworn to below and by which specific reference is made to the above cause in the courts of Robertson County, Tennessee, on the grounds of Irreconcilable Differences.

WITNESSETH

WHEREAS, the parties were married on August 22, 1981, and

WHEREAS, there has been one child born of this marriage, and

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart and each states that it is their desire that their marriage be terminated by divorce, and

WHEREAS, the parties have reached an understanding relative to their real and personal property and custody and support of their minor child and wish to execute this Agreement by final settlement and division of all property jointly owned by them.

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

1. THE PARTIES INFORMED. Each of the parties to this Agreement is fully and completely informed of the financial and personal status of the other. Each party has given full and mature thought to the making of this Agreement and all of the obligations therein and each party understands that the agreements and obligations assumed by the other are assumed to the express understanding and agreement that they are re in full satisfaction of all obligations which each of the said parties now has or might hereafter or otherwise have for the other.

2. REAL PROPERTY. It is agreed that the home of the parties at 2817 Dunmore Drive, Donelson, Tennessee be divested out of the Husband and into the Wife to the end that she be sole owner of same. It is further agreed that the Husband shall have the loan refinanced from an FHA ARM loan to an FHA fixed rate loan. The Wife agrees to pay the indebtedness thereon and hold the Husband harmless therefrom. The Husband further agrees to finish the repairs on the house including the deck and the rec. room wiring. The deed including the property description to said property is incorporated hereto by reference.

3. CUSTODY OF THE MINOR CHILD. The Wife shall have sole custody of the parties' minor child, namely, Peyton Donald Donoho, Jr. "Trey".

4. VISITATION RIGHTS. The Husband shall be granted reasonable visitation rights which shall be flexible with his work schedule.

5. CHILD SUPPORT. The Husband shall pay directly to the Wife as support for the care and maintenance of said minor child the sum of Seven Hundred Forty-five Dollars ($745.00) per month. One half of said child support shall be paid to the Wife on the 10th of the month and the balance paid on the 23rd of the month. Such child support payments shall be both permanent and pendente lite, with the first payment due on the 10th of June, 1994. The amount of support that has been agreed to by the parties is in accordance with the Federal Child Support Guidelines.

6. ALIMONY IN FUTURO. The Husband shall pay to the Wife Four Hundred Dollars ($400.00) per month as alimony in futuro. Said payment shall be made directly to the Wife on the 10th of the month.

7. PERSONAL PROPERTY. Each party shall be entitled to his/her personal possessions such as clothing, jewelry, etc., to be his/hers absolutely with no claim thereon from the other party.

8. HOUSEHOLD GOODS, FURNITURE AND APPLIANCES. The Wife shall be awarded all of the household goods, furniture and appliance to be hers absolutely.

9. VEHICLES. The Husband shall have sole ownership of the 1989 Plymouth Acclaim to be his absolutely with no claim thereon from the Wife. The Husband agrees to pay the outstanding balance on the loan and hold the Wife harmless therefrom. The Wife shall have sole ownership of the 1986 Dodge Lancer to be hers absolutely with no claim thereon from the Husband. The Husband agrees to pay for the needed repairs to the 1986 Dodge Lancer pursuant to an estimate in the approximate amount of $1,000.

10. LIABILITIES. Each party agrees to be responsible for any indebtedness occurring in their own name from the date of this agreement forward and to hold the other harmless therefrom. The Husband agrees to be responsible for paying all of the marital debts and holding the Wife harmless therefrom.

11. HEALTH INSURANCE AND MEDICAL EXPENSES. The Husband agrees to maintain health insurance on the wife and minor child. Husband agrees to pay the balance of medical bills after the insurance payment. The Husband agrees to pay the Orthodontist bill in full.

12. LIFE INSURANCE. The Husband agrees to maintain a Fifty Thousand Dollar ($50,000) life insurance policy on the minor child naming the child as beneficiary and the Wife as Trustee. UNTIL THE CHILD REACHES HIS MAJORITY

13. RETIREMENT, PENSION OR PROFIT SHARING ACCOUNTS. The Husband shall retain all of his retirement, pension or profit sharing accounts with no claim thereon from the Wife.

14. ATTORNEY'S FEES. Each party shall be responsible for his/her own attorney's fees for representation in this matter.

15. COSTS. The costs of this cause are to be split equally between the parties.

16. WAIVER OR RIGHTS. Other than as herein provided, each of the parties waives any and all rights which he or she may have in and to the property or estate of the other.

This Agreement is not intended, nor shall it be construed to be, an agreement for divorce, and either party shall have the right to appear in Court to contest any divorce proceedings.

It is understood and agreed that this Agreement is intended to be a final settlement of property rights of the respective parties and is a full discharge of Husband from all other obligations to support Wife and a discharge from all other claims which each may have or hereafter acquire under the law in the other's property, including without limitation by way of dower, courtesy, statutory allowance, homestead rights, rights to take against the will of the other, inheritance, dissent or distribution, the other's estate, and this Agreement applies to property now owned by Wanda Gayle Donoho and Peyton Donald Donoho, Jr. or any property that either of them may acquire in the future.

Wanda Gayle Donoho acknowledges that the provisions of this Agreement are fair, adequate and satisfactory to her and accepts in full and final settlement of all claims and demands for alimony and fully discharges from all such claims and demands except as provided in this Agreement.

It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the Agreement is fair and adequate and that it is being entered into voluntarily.

It is agreed that this Marital Dissolution Agreement may be incorporated into any Decree of Divorce granted to either party hereto.

It is agreed by and between the parties that any subsequent decree of any Court amending any Decree of Divorce in respect to alimony and support payments set forth herein shall be deemed an Amendment of this Agreement.

IN WITNESS WHEREOF, the parties stipulate and agree that each has read this instrument, is familiar with the contents, understands same, and agrees to the terms hereof, and as evidence thereof, the parties have executed this Agreement this the 15th day of June., 1994.

WANDA GAYLE DONOHO

PEYTON DONALD DONOHO, JR.

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, Wanda Gayle Donoho, with whom I am personally acquainted and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 2nd day of June, 1994.

Tanya M. Combs
Notary Public

My Commission Expires: 1-27-96

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, Peyton Donald Donoho, Jr., with whom I am personally acquainted and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee on this the 15th day of June, 1994.

Notary Public

My Commission Expires: 5-28-95

The Plaintiff's address is 2817 Dunmore Drive, Nashville, Tennessee 37214.

The Defendant's address is 801 North 12th, Nashville, Tennessee 37203.

This cause is retained in this Court for the enforcement of this Decree and the issuance of such future Orders that may be necessary and William E. Porter, Attorney for Plaintiff, is relieved from any further responsibility as counsel of record.

The final costs of this cause shall be split equally between the parties, for which execution may issue if necessary.

This 18th day of July, 1994.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

WILLIAM E. PORTER #3924
Attorney for Plaintiff
213 Third Avenue North
Nashville, TN 37201
615/242-5453

CERTIFICATE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the Defendant, 801 North 12th, Nashville, Tennessee 37203 this 18th day of July, 1994.

William E. Porter

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 18 day of JULY , 1994 , in the Case Number 94D816 between DONOHO, WANDA GAYLE MCFARLIN Plaintiff, and DONOHO, PEYTON DONALD JR. Defendant, as same remains of record in Vol. 232A , Page 516 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 18 day of NOVEMBER in the year two thousand three and in the 227th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

