IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 MAY 27 PM 4:16

PATRICIA LYNN HUNT
Plaintiff/Wife,

vs.

DAVID WAYNE HUNT
Defendant/Husband.

DOCKET NO: 97D-29

D. Lashley D.C.

FINAL DECREE OF DIVORCE

This cause came to be heard on the 27th day of May, 1997, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Wife's Complaint for an absolute divorce on grounds of irreconcilable differences, and upon the Marital Dissolution Agreement signed by both parties, and upon the entire record herein, from all of which the court finds that the parties have suffered irreconcilable differences in their marriage as entitles them to an absolute divorce.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Wife be and hereby is awarded an absolute divorce from the Husband on the grounds of irreconcilable differences T.C.A. Section 36-4-103, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties, respecting the issues of division of assets and debts, have by written agreement made for the equitable settlement of all rights and property between them. It further appears that the parties have made adequate provisions for the care, custody and support of their minor children. The Court hereby approves the Marital Dissolution Agreement and same is copied herein verbatim as follows:

Davidson County DEEDDIV
Recvd: 02/10/05 15:05 12 ps
Fees:62.00 Taxes:0.00
20050210-0015702

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 MAY 27 PM 4:

PATRICIA LYNN HUNT
Wife,
vs.

DAVID WAYNE HUNT
Husband.

Case No: 97D-29

MARITAL DISSOLUTION AGREEMENT

1. **WHEREAS, PATRICIA LYNN HUNT**, hereinafter referred to as the "Wife" and **DAVID WAYNE HUNT**, hereinafter referred to as the "Husband", have suffered irreconcilable difference in their marriage so that the same is now irretrievably broken;

2. **WHEREAS,** the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause;

3. **WHEREAS,** the parties have real property located at 2413 Dennywood, Drive, Nashville, Tennessee 37214, and have fairly divided their personal property; and

4. **WHEREAS,** the parties have three minor children, David Lee Hunt (DOB: 3/15/88), Joshua Alexander Hunt, (DOB: 1/24/91), and Nicholas Taylor Hunt, (DOB: 9/11/93 and have reached an agreement on the custody, visitation and support of said minor children:

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

I. DIVORCE

It is agreed by and between the parties that the Wife shall proceed to obtain a divorce upon the grounds of irreconcilable differences.

II. PERSONAL PROPERTY

It is agreed by and between the parties have divided their personal property to their mutual satisfaction.

It is agreed by and between the parties that the Husband shall have as his own the following personal property, to wit, the parties' bedroom suite except for the dresser, the love seat, the

television in the living room, the chest freezer, one-half of the pictures of the minor children, the basket ball goal, stove, refrigerator, one-half of the kitchen utensils, video camera, microwave cart, push lawn mower, and his personal effects.

It is further agreed by and between the parties that any photos taken of the minor children until the divorce are to be equally divided between the parties.

III. VEHICLES

The Husband owns a certain 1985 Ford Thunderbird and a certain 1978 Buick Lesabre. The Husband shall have said vehicles as his own property. Any claim or interest of the Wife in said vehicles are divested from her and vests entirely in the Husband. Husband will assume the indebtedness on said 1985 Ford Thunderbird and 1978 Buick Lesabre, if any, and the Husband hereby indemnifies the Wife for any debt on said vehicles and shall hold her harmless therefrom.

The Wife owns a certain 1988 Chevrolet Astro Van. The Wife shall have said vehicle as her own property. Wife will assume the indebtedness on said 1988 Chevrolet Van and the Wife hereby indemnifies the Husband for any debt on said vehicle and shall hold him harmless therefrom. In the event the Wife is in default on the payments of said van for more than 60 days, said van shall be surrendered by the Wife to the Husband's father.

IV. REAL PROPERTY

The parties own real residential property located at 2413 Dennywood Drive, Nashville, Tennessee, more particularly described as:

> Land in Davidson County, Tennessee, being Lot no. 169 on the Plan of Maplecrest Subdivision, of record in Plat Book 1835, Pages 27 and 28, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of said lot.
>
> Being the same property conveyed to David Wayne Hunt and Patricia Lynn Hunt, by Deed of record in Book 9109, page 357, Register's Office for Davidson County, Tennessee.

There is no equity in said real property. Husband is awarded said real property Any claim or interest of the Wife in said

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property is hereby divested from her and vests entirely in the Husband. Wife shall quitclaim her interest in said real property to the Husband. Husband shall indemnify the Wife and hold her harmless from any debt on said real property. In the event that the mortgage is in default for a period of 90 days, the property shall be sold and the proceeds paid to the Husband.

Wife shall move from said real property by or on Februar 14, 1997. Until Wife moves from said real property, each party will pay one-half of ordinary expenses and bills except that Husband shall be solely responsible for payment of the mortgage on the house.

The Husband shall have exclusive possession of said real property on and after the date of the final decree of divorce is entered in the cause.

V. MINOR CHILDREN

The parties have three minor children.

VI. CUSTODY

The Wife is awarded custody of the minor children. It is further agreed by and between the parties that the Wife shall not change the residence of the minor children from the State of Tennessee without the permission of the Court.

Husband shall have the right to claim the minor child Joshua on his income tax each year. The Wife shall have the right to claim the minor children David and Nicholas on her income tax return each year.

VII. VISITATION

The Husband is hereby awarded visitation of the minor child as follows:

1. Every other weekend from Friday at 6:00 p.m. to Sunday at 6:00 p.m.;

2. on Easter, July 4th and Memorial day in even numbered years with the Wife to have Thanksgiving and New Years Day in even numbered years;

3. on Thankgiving and New Years Day in odd numbered years with the Wife to have Easter, July 4th and Memorial Day in odd

numbered years;

4. on Father's day, with the Wife to have Mother's day;

5. on each child's birthday as follows:

a) if the birthday is on a school day, then after school from 6:00 p.m. to 8:00 p.m.; and

b) if the birthday is on a non-school day, then for one-half of that day.

6. for three weeks during summer vacation and for four weeks on other occasions during the year provided said visitation does not interfere with the children's school attendance;

7. on Christmas eve from 6:00 p.m. to 12 noon on Christmas day in even numbered years and from 12 noon on Christmas day until 8:00 a.m. on December 26th in odd numbered years, with the Wife to have the minor children on Christmas eve from 6:00 p.m to 12 noon on Christmas day in odd numbered years and from 12 noon on Christmas day until 8:00 a.m. on December 26th in even numbered years.

8. on his on day off per week provided his visitation does not interfere with the school attendance of the minor children; and

9. notwithstanding the specific visitation above the parties may agree to modify visitation arrangements from time to time as needed.

VIII. CHILD SUPPORT

It is agreed by and between the parties that, at all times when a wage assignment is not in effect, the Husband shall pay child support to the Clerk of the Court in the amount of $200.00 per week plus the Clerk's commission of $10.00 for a total payment of $210.00 weekly beginning on the first Friday on or after the date of the entry of the final decree of divorce in this cause and each Friday thereafter. This amount is in accordance with the Child Support Guidelines of the Department of Human Services.

The name and address of the child support payee is: Patricia Lynn Hunt, at 243 Dinwiddie Drive, Nashville, TN 57115.
The name and address of the child support payor is: David Wayne Hunt, 2413 Dennywood Drive, Nashville, Tennessee 37214.

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The Circuit Court Clerk shall disburse said child support funds, less his commission, to the Wife in a timely manner.

The address of the Clerk of the Circuit Court of Davidson County, Tennessee, is Room 506, Merto Courthouse, Nashville, TN 37201.

NO ACTION BY THE PARTIES WILL BE EFFECTIVE TO REDUCE CHILD SUPPORT AFTER THE DUE DATE OF EACH PAYMENT, AND COURT APPROVAL MUST BE OBTAINED BEFORE CHILD SUPPORT CAN BE REDUCED, UNLESS SUCH PAYMENTS ARE AUTOMATICALLY REDUCED OR TERMINATED UNDER THE TERMS OF THIS ORDER.

The Husband is gainfully employed by Kroger at 2620 Elm Hill Pike, Nashville, TN 37214. Said employer is hereby ordered to deduct child support payments from any wages salary or other income due the Husband, pursuant to T.C.A. Section 50-2-105, in the amount of $200.00 weekly plus the Clerk's commission in the amount of $10.00 for a total deduction of $210.00 weekly. Husband shall make child support payments directly to the Clerk of the Circuit Court at anytime thereafter that a wage assignment is not in effect.

Upon change of employer, the Husband shall immediately notify the Clerk of the Court of the name and address of his new employer, and each subsequent employer. Each subsequent employer shall be bound by the same terms as the original employer of the Husband.

All child support payments, whether direct from Husband or from his employer, shall be made to Clerk of the Circuit Court, Room 506, Metro Courthouse, Nashville, TN 37201.

The Clerk of the Court is hereby ordered to disburse these funds to the child support payee in a timely manner.

IX. MEDICAL INSURANCE FOR MINOR CHILD

The Husband shall carry medical insurance on the minor children. Parties shall be equally responsible for all medical and/or dental expenses for the minor children which are not covered by the Husband's Insurance. The Wife shall consult with the Husband, if feasible, on major medical decisions involving the minor children.

X. MARITAL DEBTS

It is agreed by and between the parties that the Husband shall be exclusively responsible for any debts in his own name, and shall indemnify the Wife and hold her harmless therefrom. In addition, Husband shall be exclusively responsible for paying the Sears and Service Merchandise bills and shall indemnify the Wife and hold her harmless from these bills. The debts are in the nature of support and are not dischargeable in bankruptcy.

It is agreed by and between the parties that the Wife shall be exclusively responsible for any debts in her own name and shall indemnify the Husband and hold him harmless therefrom. In addition, Wife shall be exclusively responsible for paying the Discover Card and the GM Mastercard bills and shall indemnify and hold the Husband harmless therefrom. The debts are in the nature of support and are not dischargeable in bankruptcy.

Any joint debts not hitherto mentioned will be paid one-half by each party.

XI. NO FURTHER ENCUMBRANCES

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

XII. ATTORNEY FEES

It is agreed by and between the parties that the parties shall be responsible for the payment of their own attorney's fees, if any.

XIII. COURT COSTS

It is agreed by and between the parties that the court costs in this action shall be equally taxed between the parties.

XIV. FURTHER NECESSARY ACTS

It is agreed by and between the parties that both parties will sign any and all deeds, title, documents or other instruments necessary to carry out the purposes and intents of this Agreement

XV. ESTATE WAIVER

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital

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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, without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, decent or distribution, or right to act as administrator or executor/ix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XVI. ENTIRE AGREEMENT

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except with the approval of this Court.

XVII. ENFORCEMENT

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVIII. NO OTHER ASSETS

The parties acknowledge that there are no other assets (including ut not limited to retirement plans, pensions or savings) owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have mad a full disclosure to each other of all assets in which they have an interest.

XIX. NO UNDUE INFLUENCE

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily. Husband acknowledges that he is representing him pro se in this cause and fully acknowledges that he has or had the opportunity to employ legal counsel if he so desired.

XX. SEVERABILITY

In the event that any provision of this Agreement shall be invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XXI. AFTER-ACQUIRED PROPERTY

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXII. COUNSEL OF RECORD

Upon entry of the Final Decree of Divorce in this cause, any attorney of record shall be released from any further representation of his/her respective client and shall no longer be held as surety for subsequent court costs.

XXIII. WAIVER OF SERVICE OF PROCESS

It is agreed by and between the parties that service of process on the Husband shall be waived and his signature to this agreement attests to his knowledge of the contents of this agreement and the Wife's complaint for absolute divorce.

XXIV.

It is agreed by and between the parties that the income tax refund or liability for 1996 shall be divided equally by the

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parties.

Patricia Lynn Hunt
PATRICIA LYNN HUNT, Wife

David Hunt
DAVID WAYNE HUNT, Husband

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, ***PATRICIA LYNN HUNT***, known to me to be the person whose name is subscribed to the within instrument and acknowledged that *she* executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 5th day of May, 1997.

Notary Public

My Commission Expires: May 28, 2000.

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, ***DAVID WAYNE HUNT***, known to me to be the person whose name is subscribed to the within instrument and acknowledged that *he* executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Goodlettsville, Tennessee, on this the 2nd day of May, 1997.

Judy Callis
NOTARY PUBLIC

My Commission Expires: 5/28/2000

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the provisions of said Marital Dissolution Agreement are made the judgement of the Court.

The address of Patricia Lynn Hunt is 243 Dinwiddie Drive, Nashville, Tennesee; the address of David Wayne Hunt is 2413 Dennywood Drive, Nashville, Tennessee.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the final costs of this cause are assessed equally against the Wife and Husband, for which execution may issue if necessary.

ENTER this the 27th day of May, 1997.

Muriel Robinson

MURIEL ROBINSON, JUDGE

Approved for entry:

Thomas K. Bowers

THOMAS K. BOWERS, #13723
Attorney for Plaintiff/Wife
PO Box 140256
2821 Lebanon Road, Suite 204
Nashville, Tennessee 37214
Tel: 615-889-2820

Russell E. Freeman with permission Thomas K Bowers

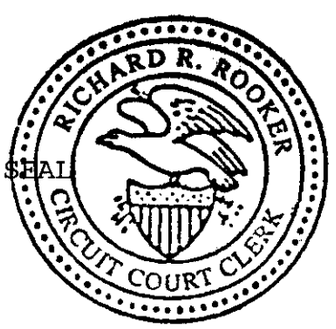
RUSSELL E. FREEMAN, #13244
Attorney for Defendant/Husband
140 North Main Street
Goodlettsville, Tennessee 37070
Tel: 615-859-1328

FOURTH CIRCUIT MAY 27 1997

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 27 day of MAY , 1997 , in the Case Number 97D29 between HUNT, PATRICIA LYNN Plaintiff, and HUNT, DAVID WAYNE Defendant, as same remains of record in Vol. 269B , Page 1538 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 07 day of FEBRUARY in the year two thousand five and in the 228th year of American Independence.



SEAL

RICHARD R. ROOKER, Clerk,

By B. Rawls
Deputy Clerk