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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2005 FEB -9 PM 4:29
RICHARD R. ROONEY, CLERK
B Rawls D.C.

LAURA ANN JARRELL,
Plaintiff,

vs.

WILLIAM RAY JARRELL,
Defendant.

Case No.: 04D-2552

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 9th day of February, 2005 before the Honorable ~~Muriel Robinson,~~ Jack Norman Jr, Substitute Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the complaint for absolute divorce heretofore filed by the Plaintiff, submission to the Court of a signed and notarized Marital Dissolution Agreement and Permanent Parenting Plan and the record taken as a whole, from all of which it appears to the Court and the Court finds that the parties have suffered irreconcilable differences as contemplated by T.C.A. Section 36-4-101(11).

It is, therefore, **ORDERED, ADJUDGED,** and **DECREED** as follows:

Plaintiff, Jermaine L. Yeargin, is hereby awarded an absolute decree of divorce from Defendant, Latia L. Yeargin, and the bonds of matrimony heretofore subsisting between the parties are hereby dissolved and the parties are restored to all the rights and privileges of unmarried person.

It is further **ORDERED, ADJUDGED,** and **DECREED** by the Court, and the Court affirmatively finds that the parties have made an adequate and sufficient equitable division of the marital assets and liabilities in the Marital Dissolution

Agreement and Permanent Parenting Plan which is hereby approved by the Court and incorporated in words and figures as follows:

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2004 DEC 30 AM 9:12

RICHARD R. ROCKER, CLERK

D.C.

LAURA ANN JARRELL,	)	
	)	**Case No.: 04D-2552**
Plaintiff,	)	
	)	
vs.	)	
	)	
WILLIAM RAY JARRELL,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This agreement is made between Laura A. Jarrell, (hereinafter referred to as "Wife") and William R. Jarrell, (hereinafter referred to as "Husband").

WITNESSETH:

WHEREAS, the parties are presently living separately and apart and 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; and,

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties, being Laura Ann Jarrell vs. William Ray Jarrell, bearing docket number 04D-2552; 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 consideration, the parties agree as follows:

1. **WAIVER.** The parties hereto, exclusive of the terms and provisions of this agreement, each waive all rights, title, and interest, consummate and inchoate, in and into the property in the estate of the other by way expectancy or reversion or otherwise, including marital, insurance, contractual, and all other rights by way of dower, homestead, exemption, alimony, or otherwise, in the present or in expectancy as to any and all property in the estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, or causes of actions, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as the full, final and complete settlement of the property, marital and otherwise of the parties hereto.

Both parties waive any separate and of claim to retirement and pension benefits of the other except as set out by this agreement herein, although they may have been advised of their rights regarding pension and retirement benefits.

2. **ENTIRE AGREEMENT.** This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The laws of the State of Tennessee shall govern this agreement in all respects.

3. **NON-COMPLIANCE.** Should either party incur any expense for legal fees as a result of the breach of any portion of this marital dissolution agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred.

No breach, waiver, or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

4. **SEVERANCE.** Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

5. **VOLUNTARY EXECUTION.** Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge

and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as inducement to enter into this agreement, other than the representations set forth herein.

6. **MODIFICATION.** A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of any party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

7. **RESTRAINING PROVISION.** Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement. Each party shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if he or she was single and unmarried.

8. **REAL PROPERTY.** Wife shall retain as her sole and separate property the real property located at 5145 Lana Renee Court, Hermitage, Davidson County, TN. Any right, title, or interest Husband may have in the same shall be

divested out of Husband and vested into Wife. The said marital residence a more former description thereof being described as follows:

> Being Lot No. 40 on the Plan of the Resubdivision of Lots 42-56, Roxborough, of record in Book 5210, page 70 said Register's Office.
>
> Said Lot No. 40 fronts 73 feet on the southerly margin of Lana Renee Court and extenos back 293.23 feet on the easterly line and 293.23 feet on the westerly line to a dead line in the rear measuring 73.10 feet thereon.
>
> Being part of the same property conveyed to Randall Phillips Builders, Inc. by deed from Kyle R. Weems, Trustee, of Hamilton Mortgage Corporationn of record in Book 5239, page 641, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing restrictions and easements of record.

THIS PROPERTY IS PAID FOR - NO MORTGAGE DEBT

9. **PERSONAL PROPERTY.** The parties have heretofore divided their personal property to their mutual satisfaction and neither party shall make a claim against the personal property in the possession of the other.

10. **PARENTING PLAN.** See attached (Agreed) Parenting Plan.

11. **DEBTS.** The parties have no joint debts.

12. **AUTOMOBILES.** Wife shall have sole title and possession of the Ford Windstar in her possession. Any right, title, or interest that the Husband may have in the same shall be divested out of Husband and vested into Wife as her sole and separate property. Husband shall have sole and possession of the Ford Expedition currently in his possession. Any right, title, or interest that the Wife may have in the same shall be divested out of Wife and vested into Husband as his sole and separate property upon final payment to Ford Credit by Husband.

Husband is responsible for payments until that time and shall hold Wife harmless of any indebtedness thereon.

13. **401K.** Husband shall assign Blue Bell Pension Plan to wife. Husband shall retain as his sole and separate property VF Savings 401(k).

14. **ATTORNEY'S FEES.** Each party is responsible for their attorney's fee.

15. **COURT COSTS.** Husband shall be responsible for the Court cost in this cause.

16. **REPRESENTATION.** The parties acknowledge that attorney Nathaniel H. Koenig has represented Wife. The parties acknowledge that the said attorney claim no expertise or special knowledge that they have been advised to seek and obtain independent tax advise regarding the ramifications and the signing of this agreement and that neither of them rely upon the aforesaid attorney as to the tax implications surrounding said instrument. Husband acknowledges that he has the right to seek independent legal counsel regarding this instrument.

17. Each parties agrees to execute all instruments in a timely fashion to carry out the transfer of to various property rights covered in this agreement.

18. Whenever either party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, such obligation shall be

deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy by Husband as to Wife, nor Wife as to Husband.

19. It is further understood by and between the parties that the Marital Dissolution Agreement shall be filed with the Circuit Court Clerk's office within 180 days from its execution. It is further understood by and between the parties that wife shall proceed to obtain a divorce on the ground of irreconcilable difference.

IN WITNESS WHEREOF, the said parties, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the 18th day of Dec., 2004, as to the Wife and the 17th day of December, 2004, as to the Husband.

Laura Ann Jarrell
LAURA JARRELL

William Jarrell
WILLIAM JARRELL

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, in and for said County and State, the within named LAURA JARRELL, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purpose therein contained.

WITNESS my hand and official seal at Nashville Tennessee, this 21 day of Dec, 2004.

Brittney Thomas
NOTARY PUBLIC

BRITTNEY THOMAS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission Expires: 3.31.07

STATE OF NEW JERSEY)
)
COUNTY OF Medford)

Personally appeared before me, the undersigned Notary Public, in and for said County and State, the within named WILLIAM JARRELL, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposed therein contained.

WITNESS my hand official seal at Medford, New Jersey ~~Tennessee~~, this 7th day of ~~December~~ 2004.

Marguerite K. de Virgiy
NOTARY PUBLIC

My Commission Expires:_____

Marguerite K. de Virgiy
Notary Public of New Jersey
Commission Expires 3/17/08

FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2004 DEC 30 AM 9:14

RICHARD R. ROOKER, CLERK

LAURA ANN JARRELL	)	
	)	_____ D.C.
MOTHER	)	Case NO. 04D-2552
	)	
	)	PARENTING PLAN
	)	{ } Proposed (PPP)
	)	{ } Temporary (PPT)
WILLIAM RAY JARRELL	)	{X} Final Order (PP)
FATHER	)	

PERMANENT PARENTING PLAN

This Parenting Plan is: ____Ordered by the Court on the ___ day of _____, 2004.

__X_ is part of the Marital Dissolution Agreement,

____ modifies an existing Parenting Plan or prior Court Order dated day of_____, ____.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

NAME	BIRTHDATE
Katherine N. Jarrell	04/05/87

II. RESIDENTIAL SCHEDULE

These provisions set forth where the child(ren) shall reside each day of the year and what contact the child(ren) shall have with each parent during the week, weekends, holidays and vacations.

2.1 PRE-SCHOOL SCHEDULE.

{X} There are no children of preschool age.

{ } Prior to enrollment in school, the child(ren) shall reside with the { } mother { } father, except for the following days and times when the child(ren) will reside with or be with the other parent.

2.2 SCHOOL SCHEDULE

Upon enrollment in school, the child(ren) shall reside with the {X} mother { } father, except for the following days and times when the child(ren) will reside with or be with the other parent:

From: Friday 6:00 p.m. to Sunday 6:00 p.m.
(Day/Time) (Day/Time)

{ } every week
{ } every other weekend
{X} other: reasonable and liberal visitation due to Father living in New Jersey.
(Day/Time) (Day/Time)

{ } every week
{ } every other week
{ } other:

The school schedule will start when each child begins
{ } Kindergarten { } First Grade { } Other:

2.3 SCHEDULE FOR SPRING VACATION

The child(ren) shall reside with the {X} mother { } father during spring vacation, except for the following days and times when the child(ren) will reside with or be with the other parent:

{ } Alternate
{X} Other: Reasonable and liberal visitation due to Father living in New Jersey.

2.4 SUMMER SCHEDULE

Upon completion of the school year, the child(ren) shall reside with {X } mother { } father, except for the following days and times when the child(ren) will reside with or be with the other parent:

{X } Same as school year schedule
{ } One week every month
{ } Two weeks every month
{ } One month beginning
{X} Other: reasonable and liberal visitation due to Father living in New Jersey.

2.5 SCHEDULE FOR HOLIDAYS RELEVANT TO YOUR FAMILY, SCHOOL SCHEDULE OR SPECIAL OCCASIONS. Indicate when child(ren) will be each with parent. (In ODD numbered years, EVEN numbered years or EVERY year.)

	MOTHER	**FATHER**
Martin Luther King Day	*	*
President's Day	*	*
Easter	*	*
Passover	N/A	N/A
Mother's Day	Every	
Memorial Day	*	*
Father's Day		Every
July 4th	*	*
Labor Day	*	*
Thanksgiving Day & Friday	Odd	Even
Child(ren)'s Birthday	Equally shared	Equally shared
Other school-free days	*	*
Mother's Birthday	Every	
Father's Birthday		Every
Other		

{ } For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times): 6:00 p.m. the day before until 6:00 p.m. day of.

{ } Holidays, which fall on a Friday or Monday, shall include Saturday and Sunday.

{X} Other: * For which parent has the children that weekend.

2.6 SCHEDULE FOR WINTER HOLIDAY VACATION.

The {X} mother { } father shall have the child(ren) in even years for the day school is dismissed at 6:00 p.m. until December 25th at 1:00.

The other parent will have the child(ren) from December 25th at 1:00 p.m. until evening before school resumes.

OR as agreed upon the parents as follows: reasonable and liberal visitation due to Father living in New Jersey.

RESTRICTIONS.

{X} Does not apply.

{ } father's { } mother's residential time with the child(ren) shall be limited because:

2.7 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child(ren), other that costs, between parents shall be as follows:

2.8 DESIGNATION OF CUSTODIAN.

The child(ren) names in this parenting plan are scheduled to reside the majority of the time with the {X} mother { } father. This parent is designated the custodian of the child(ren) solely for purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

III. CHILD SUPPORT

2.9 FINANCIAL SUPPORT.

The { } Mother {X} Father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $75.00 per week beginning in November, 2004.

This amount shall not be prorated unless otherwise specified.

{ } A wage assignment shall issue (by separate order to be presented by counsel) to the employer of _____ for the ongoing child support.

{X} Other provisions for financial support: the parties agrees that Husband financial obligations from the date of separation through the date of emancipation equals $5,076.00. Husband may pay the same in a lump sum contemporaneous with the signing of this parenting plan. Further, Husband agrees that he is indebted to Wife in the amount of $824.00 for life insurance and $600.00 for health insurance both sums due and payable upon execution of this document. Husband's total financial obligation equals $6,500.00. Both parties recognize that life is full of uncertainties and upon foreseen event such as would cause the parties' minor child unemancipated for child support purposes Wife may petition the court for further support.

3.0 TAX DEDUCTION.

The {X} mother { } father will receive the tax deduction for the child(ren). Each party shall provide to the other, by or before April 15 of every year, a copy of their respective W-2 forms or a copy of the first page of their tax return.
{ } Other:

3.1 HEALTH INSURANCE.

The {X} Mother { } Father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage by January 1st of each.

Uncovered medical, including deductibles, if any, will be:

{ } borne by _____ {X} divided equally by the parties { } Other

3.2 LIFE INSURANCE

The {X }mother {X } father shall insure his/her own life in the minimum amount is available through father's work in the amount of $100,000.00, whole or term, which may not decrease in face amount during the minority of any child. The policy shall name the mother and the minor child(ren) as primary beneficiaries of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner(s). Each party should provide the other parent with a copy of the life insurance and currently each year after.

The requirement to carry life insurance terminates when the child turn 18 or graduates high school is when the obligation ends.

{ } Other provisions regarding life insurance:

3.3 DENTAL/ORTHODONTIC CARE

The {X} mother { } father will maintain dental/orthodontics care on the minor child(ren). Uncovered dental/orthodontic expenses will be borne by

{ } mother { } father {X } divided equally by the parties.

{ } Other provisions for dental/orthodontic care:

IV. DECISION MAKING

3.4 DAY TO DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision-making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the child(ren).

3.5 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

Education decisions	{X} mother	{ } father	{ } joint
Non-emergency health care	{X} mother	{ } father	{ } joint
Religious upbringing	{X} mother	{ } father	{ } joint
Extracurricular activities	{X} mother	{ } father	{ } joint
Other	{ } mother	{ } father	{ } joint

4.3 RESTRICTIONS IN DECISION MAKING

{X} Does not apply.

{ } Sole decision making shall be ordered to the { } mother { } father for the following reasons:

V. DISPUTE RESOLUTION

Disputes between the parties, other than the child support disputes, shall be submitted to:

{X} Mediation by Rule 31 Mediator

{ } Arbitration by arbitrator selected by the parties or the Court.

{ } Settlement Conference with judge not presiding in parents case.

{ } Court process DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The cost of this process shall be assessed to the parties by the Court based upon their incomes. The counseling, mediation or arbitration process shall be commenced by notifying the other party by {X} written request {X} certified mail { } other:

In dispute resolution process:

a) Preference shall be given to carry out this Parenting Plan.
b) The parents shall use the designated process to resolve disputes relating to implementation of the plan.
c) A written record shall be prepared of any agreement reached in mediation, arbitration or settlement conference and shall be provided to each party to be drafted into a consent order of modification.
d) If the court finds that a parent has willfully failed to appear at a scheduled dispute resolution process without good reason, the court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.
e) The parties have the right of review from the dispute resolution process to the court.

VI. STANDARD PARENTING RIGHTS

Pursuant to Tennessee Code Annotated, 36-6-101(a) both parents are entitled to the following rights.

1. Unimpeded telephone conversation with the child at least twice each week at reasonable times and for reasonable duration;
2. Sending mail to the child, which the custodial parent will not open and will not censor;
3. Receiving notice and relevant information as soon as practical (but not more than 24 hours) in the event of hospitalization, major illness, or death of the child;
4. Receiving, directly from the school, copies, of the child's report cards, attendance records, teacher's names, class schedules, standardized test scores, and other records, which are customarily made available to parents. A written request must be made to the school with a current mailing address and payment must be made for the reasonable cost of duplication and mailing these records;

5. Receiving, directly from the child's physician and other health care providers, copies of the child's medical records. A written request address and payment must be made for the reasonable cost of duplicating and mailing these records.
6. To be free of derogatory remarks made about the custodial and noncustodial parent and his or her family by custodial parent to the child or in the child's presence.

Either parent may petition for a return to court, paying appropriate fees for mediation on any further parenting issues.

VII. OTHER PROVISIONS

{X} There are no other provisions.
{ } There are the following provisions:

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

{X} Does not apply.
{ } (Only sign if this is a proposed parenting plan) I declare under penalty of perjury under the laws of the State of Tennessee that this plan has been proposed in good faith and that the statements in Part II of this plan are true and correct.

Laura Ann Jarrell
MOTHER SIGNATURE

11/15/04 Nashville, TN
DATE AND PLACE OF

William R. Jarrell
FATHER SIGNATURE

12/01/04 Medford NJ.
DATE AND PLACE OF

SWORN TO AND SUBSCRIBED BEFORE ME THIS 15 DAY OF November 2004.

Patricia D. Hickerson

NOTARY PUBLIC

My Commission Expires: My Commission Exp. Jan. 26, 2008

PATRICIA D. HICKERSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

SWORN TO AND SUBSCRIBED BEFORE ME THIS 7th DAY OF December 2004.

Marguerite K. de Virginy

NOTARY PUBLIC

My Commission Expires:

Marguerite K. de Virginy
Notary Public of New Jersey
Commission Expires 3/17/06

ORDER OF THE COURT

It is, **ORDERED, ADJUDGED,** and **DECREED** that the Parenting Plan set forth above is adopted and approved as an order of this court.

Dated: FEB 9. 2005

SUBSTITUTE JUDGE JACK NORMAN, JR.

Presented by Counsel:

Mother:

Signature
Name: Nathaniel H. Koenig
Address: 303 Church St. Ste. 102
Nashville, TN 37201-1786

Phone: 244-0045

Address of Mother:

Father:

Signature
Name:
Address:

Phone:

Address of Father:

Date attended Parenting Seminar:

Mediation Services provided by:
(if applicable)

It is further **ORDERED** by the Court that all costs of this cause to be taxed to Husband for which execution may issue if necessary.

ENTERED 9 day of February, 2005.

~~MURIEL ROBINSON~~, JUDGE
SUBSTITUTE
JACK NORMAN. JR

SUBMITTED FOR ENTRY:

NATHANIEL H. KOENIG #10252
Attorney for Plaintiff
303 Church Street, Ste. 102
Nashville, TN 37201-1786
(615) 244-0045

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed to: William Jarrell, 221 Overbrook Lane, Marlton, NJ 08053. This the 9 day of February, 2005.

Nathaniel H. Koenig

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 09 day of FEBRUARY , 2005 , in the Case Number 04D2552 between JARRELL, LAURA ANN Plaintiff, and JARRELL, WILLIAM RAY Defendant, as same remains of record in Vol. 5772 , Page 1800151 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 JULY in the year two thousand five and in the 229th year of American Independence.

RICHARD R. ROOKER, Clerk,

By C. Harlan
Deputy Clerk

SEAL

