224C/2065

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

93 DEC 20 PM 4:30

RICHARD R. ROOKER, CLERK

D.C.

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| RANDALL RICHARD SCOGGINS, Husband, | ) | |
| vs. | ) | No. 93D-252 |
| ROBIN LEE SCOGGINS, Wife. | ) | |

Davidson County DEEDDIV
Recvd: 01/23/06 08:56 8 pgs
Fees:42.00 Taxes:0.00
20060123-0008084

**FINAL DECREE OF DIVORCE**

This cause came to be heard on the 15th day of December, 1993, before the Honorable Muriel Robinson-Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Husband's Complaint for Divorce; upon the Marital Dissolution Agreement which provides adequately for support and care of the minor child; which provides for division of the parties' respective rights and interest in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Husband and statements of counsel, from all of which the Court affirmatively found that there exist such irreconcilable differences between the parties as would entitle Husband to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves; that this Marital Dissolution Agreement should be approved; and that the ninety day waiting period, as required by statute, has elapsed.

The Court finds Plaintiff's Motion to amend the Complaint to include the place of marriage as Nashville, Tennessee is well taken and it is THEREFORE ORDERED, ADJUDGED AND DECREED that the Complaint is amended to reflect that the parties were married in Nashville, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband, Randall Richard Scoggins, be, and is hereby, awarded an absolute divorce from the Wife, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK

RANDALL RICHARD SCOGGINS,

Plaintiff,

D.C.

vs. No. 93D-252

ROBIN LEE SCOGGINS,

Defendant.

MARITAL DISSOLUTION AGREEMENT

In this cause, wherein the Plaintiff, Randall Richard Scoggins, has brought an action for absolute divorce against the Defendant, Robin Lee Scoggins, the parties desire to enter into a marital dissolution agreement providing for the settlement of their property rights and rights regarding child custody, support and visitation, when and if a divorce is granted in this Court and in this cause.

It is, therefore, mutually agreed by and between the parties as follows:

1. That the Plaintiff, Randall Richard Scoggins, hereinafter referred to as "Husband" will obtain, at the earliest practicable time, on the sole ground of irreconcilable differences, an absolute divorce from the Defendant, Robin Lee Scoggins, hereinafter referred to as "Wife". Wife agrees to withdraw her answer and counter-complaint filed in this cause, with the understanding that Randall Scoggins will proceed before this Court to obtain a divorce on the sole ground of irreconcilable differences.

2. That there is one child born to this marriage, namely, Jessica Lee Scoggins, born November 2, 1990. The parties shall have joint custody of said minor child, with Robin Scoggins as the primary custodian. Visitation with the Husband will be every other weekend from 6:00 p.m. Friday night until 6:00 p.m. Sunday night, with such other visitation as can be agreed upon by the parties. The Husband shall have two consecutive weeks visitation with the minor child during the summer. The parties shall equally divide the day of each major holiday, so that each party will spend half the day with the parties' minor child. The Wife shall have Mother's Day every year and the Husband shall have Father's Day

every year. The parties shall equally divide the minor child's birthday. The parties shall continue the foregoing visitation until the child reaches the age of six years. At that time, the Husband shall have summer visitation with the parties minor child beginning one week after the school year ends until one week before she starts the new school year. During such extended visitation, the Wife shall have every other weekend visitation with the parties' minor child from 6:00 p.m. Friday until 6:00 p.m. Sunday, and the Wife shall also have two consecutive weeks visitation with the minor child during the summer break. The Wife shall have such further summer visitation as may be agreed upon by the parties.

3. That the Husband will pay child support in the amount of Eighty ($80.00) Dollars per week directly to the Wife. At the time that the minor child begins to stay with the Husband during the summer months, there will be no child support due to Wife during the summer months while the child is with the Husband.

4. That the parties own certain real property at 5878 Lickton Pike. The parties agree that the Wife shall quitclaim all of her right, title and interest in and to said property to the Husband. As a consideration for this quitclaim, the Husband agrees that when and if the property is ever sold, he shall pay directly to the Wife the sum of Fifteen Thousand ($15,000.00) Dollars.

5. That the parties own a certain timeshare in Florida and the parties agree that the wife will have all right title and interest in the property, and that the husband shall divest all of his interest in the property, and the wife will hold the husband harmless for any indebtedness on the timeshare.

6. That the personal property of the parties has already been divided, except for the 1984 GMC F15 pickup truck, VIN 1GTBS14BXE2507309. The parties agree that all right, title and interest in the 1984 truck will vest in the Husband Randall Scoggins. The parties also own a 1983 Toyota Celica, VIN JT2RA64L5D0010985 and the parties agree that all right, title and interest in the aforesaid 1984 Toyota Celica shall vest in the Wife Robin Scoggins.

7. That the Husband agrees to execute documents with the insurance company to list as owner of the insurance policy on his life, Robin Scoggins, who will be responsible for payment of the life insurance policy.

8. That each party shall be responsible for his or her own attorney's fees incurred in this matter.

9. That the parties agree the Husband shall be responsible for the court costs in this cause.

10. That it is understood and agreed between the parties, as a part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement. Both parties acknowledge and understand that, if this agreement is approved by the Court, it shall become a part of a final decree of divorce and will be a binding order of the Court.

11. That each party shall be responsible for any debt which he or she incurs or contracts individually subsequent to the date of this agreement and that debt shall be the sole debt of the contracting party and each agrees to hold the other harmless from any liability therefor. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other since the date of their separation, except as otherwise provided herein, and the parties acknowledge there has been a full disclosure of debts in this agreement. Other than provided herein, each of the parties waives any and all rights which he or she may have in and to the party or estate of the other.

12. That whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or to indemnify the other and hold the other party harmless from liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5), which is not dischargeable in bankruptcy as to the other party.

13. That the parties further agree that, should it become reasonably necessary for either party to institute legal proceedings to enforce any provision of this agreement, he or she

shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

14. That it is understood and agreed by and between the parties that this marital dissolution agreement, which will be incorporated into a final decree of divorce herein, is being entered into without any undue influence, fraud, coercion, misrepresentation or for any reason not herein stated. The parties acknowledge this agreement is fully understood by each of them and each acknowledges that the same is fair and equitable and is being entered into voluntarily.

15. That it is understood that this agreement represents all agreements between the parties, and any previous marital dissolution agreements, promises or covenants not set forth in this agreement are of no effect.

16. That each party acknowledges that he or she has received a copy of this agreement on the date of execution.

Randall Richard Scoggins
RANDALL RICHARD SCOGGINS

Robin Lee Scoggins
ROBIN LEE SCOGGINS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a notary public in the State and County aforesaid, the aforenamed RANDALL RICHARD SCOGGINS, known personally to me, who, upon his oath, stated he has read the foregoing marital dissolution agreement, knows the contents thereof, and is executing the same for the purposes contained therein, this the 14th day of December, 1993.

NOTARY PUBLIC

My Commission Expires: 5-24-97

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a notary public in the State and County aforesaid, the aforenamed ROBIN LEE SCOGGINS, known personally to me, who, upon her oath, stated she has read the foregoing marital dissolution agreement, knows the contents thereof, and is executing the same for the purposes contained therein, this the 15 day of December, 1993.

NOTARY PUBLIC

My Commission Expires: 5/23/94

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband will be responsible for the court costs in this matter, for which let execution issue if necessary;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have been advised by their counsel and that the child support set out in Paragraph 3 of the Marital Dissolution Agreement shall not be pro-rated or reduced without Order of the Court;

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any provisions of this Decree.

The parties present addresses are as follows:

Robin Lee Scoggins
Post Office Box 852
Joelton, TN 37080

Randall Richard Scoggins
5878 Lickton Pike
Goodlettsville, TN 37072

ENTER this 17th day of December, 1993.

MURIEL ROBINSON-RICE, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY
Supreme Ct. No. 13606
Attorney for Husband
217 Second Avenue North
Nashville, Tennessee 37201
615-244-2202

**CERTIFICATE OF SERVICE**

I hereby certify that a true and exact copy of the foregoing document has been sent by United States Mail, postage prepaid upon Thomas Drake, Jr., 305 14th Avenue North, Nashville, TN 37203 on this 15 day of December, 1993.

D. SCOTT PARSLEY, #13606

**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 20 day of DECEMBER , 1993 , in the Case Number 93D252 between SCOGGINS, RANDALL RICHARD Plaintiff, and SCOGGINS, ROBIN LEE Defendant, as same remains of record in Vol. 224C , Page 2065 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 20 day of JANUARY in the year two thousand six and in the 229th year of American Independence.

**RICHARD R. ROOKER,** Clerk,

By _____ Deputy Clerk

SEAL

