Karen Johnson Davidson County
Batch# 244468 DEEDDIV
06/17/2019 01:53:48 PM 18 pgs
Fees: $92.00 Taxes: $0.00
20190617-0058059

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 14 day of FEBRUARY, 2005, in Docket Number 04D209 between NURSE, DELVIN M., Plaintiff, and NURSE, ROSEMARY A., Defendant, as same remains of record in 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 17 day of JUNE in the year two thousand nineteen and in the 242nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By: C. Thomas
Deputy Clerk

[SEAL]

RICHARD R. ROOKER
CIRCUIT COURT CLERK

Copy

IN THE FOURTH CIRCUIT COURT FOR
DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2005 FEB 14 PM 4:05
HOWARD R. ROOKER, CLERK
D.C.

DELVIN M. NURSE
SSN: [redacted]
Plaintiff

vs.

ROSEMARY A. NURSE
SSN: [redacted]
Defendant

Docket No. 04D-809

FINAL DECREE

This cause came on to be heard on the 30th day of November, 2004, before the Honorable Jack Norman sitting specially as Substitute Judge for the Honorable Muriel Robinson in the Fourth Circuit Court for Davidson County Tennessee, upon the Bill of the Complaint, testimony heard in open Court and the entire record, and it appears to the Court as follows:

That the Plaintiff, DELVIN NURSE, should be awarded an Absolute Divorce from the Defendant, ROSEMARY NURSE, based on the grounds of irreconcilable differences and the parties are hereby restored to all the rights and privileges of unmarried persons.

That the Marital Dissolution Agreement entered into between the parties and filed with this Honorable Court on the 8th day of July 2004 and the Permanent Parenting Plan entered into between the parties shall be approved and ratified.

It further appearing to the Court that the Marital Dissolution Agreement entered into between the parties and filed with this Honorable Court on the 8th day of July 2004 and the Permanent Parenting Plan entered into between the parties are as follows, to-wit:

Copy

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY
NASHVILLE, TENNESSEE

FILED
2004 JUL -8 PM 1:43
Docket No.: 04D-209[illegible]
RICHARD R. ROOKER, D.C.

DELVIN M. NURSE
SSN: [redacted]
Complainant,

vs.

ROSEMARY A. NURSE
SSN: [redacted]
Defendant.

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between Rosemary Nurse, hereinafter called "Wife", and Delvin Nurse, hereinafter called "Husband".

RECITALS:

1. The parties were married on 01/11/91. From this marriage the parties have two minor children namely, Britney Iesha Nurse, DOB: 08/02/91, and Bruce Anthony Nurse, DOB: 03/21/97.

2. The parties have experienced continued differences and difficulties in their marriage. As a result, the Husband has filed a divorce action in the Circuit Court for Davidson County, Tennessee, alleging irreconcilable difference as grounds. The parties have no reason to believe that they will reconcile.

3. The parties desire to enter into an agreement which settles their rights and responsibilities, particularly property rights. The parties desire to avoid unnecessary conflict for themselves by proceeding with an uncontested divorce. The Wife understands that by signing this agreement that she waives service of process in this matter, and notice of any other hearings as required by any statute or otherwise.

IT IS THEREFORE AGREED:

Copy

1. **CONSIDERATION.** The consideration for this Agreement is the mutual promises and agreements set forth below.

2. **PERSONAL PROPERTY.** All personal property has been divided.

a. All furniture, furnishings and personal effects presently in the possession of the Complainant shall be his sole and separate property.

b. All furniture, furnishings and personal effects presently in the possession of the Defendant will be her sole and separate property. Specifically, the Wife shall receive the Ford Contour. She shall assume any and all indebtedness on said vehicle and hold the Husband harmless therefrom.

3. **CUSTODY.** The parties have agreed to the attached Permanent Parenting Plan.

4. **DEBTS.**

a. All debts have been divided amongst the two parties.

b. It is agreed that the Husband will pay and continue to pay all the debts that are in his name and shall hold the Wife harmless on any and all debts.

c. It is agreed that the Wife will pay and continue to pay the debts that are in her name, and shall hold the Husband harmless on any and all debts.

5. **REAL PROPERTY**. The parties own real property located at 2808 Johnson Pass Drive, Antioch, Tennessee. The Wife shall quitclaim her interest in said property to the Husband. The Husband shall assume any and all indebtedness on said property, holding the Wife harmless therefrom.

6. **COURT COSTS.** Any costs of court incurred as a result of the pending action for absolute divorce has been paid.

7. **DIVORCE DECREE.** The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereinafter be entered in the Circuit Court for

Copy

Davidson County, Tennessee, or in any other court having appropriate jurisdiction of the parties and to that end agree that it shall be submitted to the court for it's ratification and approval.

8. **ENFORCEMENT.** In the event that it becomes necessary for either party to bring a court action to assist in the enforcement of this Agreement, and the Court finds that one of the parties has violated the terms of this Agreement, the parties agree that any order to enforce compliance with the terms of this Agreement shall include the expenses of litigation including attorney's fees assessed against the violating party.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

10. **VOLUNTARY.** It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

11. **LAW USED.** This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

12. **PARTIAL INVALIDITY.** If any provisions of this Agreement are held to be invalid or unenforceable, it shall not affect the validity of any other provision.

13. **CAPTIONS.** The use of captions is intended to make this Agreement more readable. The captions are not intended to limit the scope of any paragraph.

14. **MODIFICATIONS.** The parties understand that this Agreement is intended to be incorporated into a court order for a divorce. Any modification of the Agreement before the divorce is entered shall be in writing, signed by both parties and filed with the Court prior to the final

Copy

hearing. Any modification of the Agreement after the divorce decree is entered shall also be made in writing, signed by both parties, and a copy shall be sent to the Court with the Court file number written at the top.

WITNESS our hands on the day and date written below at Clarksville, Tennessee.

DELVIN NURSE

11 June 04
DATE

ROSEMARY NURSE

6/22/04
DATE

State of Tennessee
County of Montgomery

Sworn to and subscribed before me this the 11 day of June, 2004.

REBECCA BISHOP NOTARY PUBLIC AT LARGE MONTGOMERY CO. TENN.

NOTARY PUBLIC

My commission expires: March 18 2008

State of)
County of)

Sworn to and subscribed before me this the 22nd day of June, 2004.

NOTARY PUBLIC

Notary Public, Barrow County, Georgia
My Commission Expires March 20, 2008

My commission expires: _____

Copy

IN THE CIRCUIT COURT FOR
DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2004 APR 29 AM 10:10
RICHARD R. ROOKER, CLERK
D.C.

DELVIN NURSE
Parent

ROSEMARY NURSE
Parent

Docket No. 04D-209
PARENTING PLAN
___Proposed Plan
___Final Parenting Plan

FILED
2004 NOV 30 PM 3:51
RICHARD R. ROOKER, CLERK
D.C.

PERMANENT PARENTING PLAN

This plan ___ is ordered by the court on the ___ day of _____, 20__.
_X_ is part of the Marital Dissolution Agreement,
___ modifies an existing Parenting Plan or prior Court Order, dated
_____ day of _____, 20__.

Children:

Name	Birthdate
Britney Nurse	08/02/91
Bruce Nurse	03/20/97

I. RESIDENTIAL SHARING SCHEDULE

The schedule below sets out which parent has responsibility for the child during the week, weekends, holidays and vacations.

A. DAY TO DAY SCHEDULE.

The X Mother ___ Father will have responsibility for the care of the child(ren) except the following times and days when the other parent shall have responsibility for the care of the child(ren):

From: _____ to _____
(Day/Time) (Day/Time)

___ every week ___ every other week _X_ other The Father shall have liberal visitation as the parties agree based on location and travel restrictions.

and from _____ to _____
(Day/Time) (Day/Time)

___ every week ___ every other week ___ other _____

Copy

Beginning ___ day of _____, 20__.

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

	MOTHER	FATHER
Martin Luther King Day	Every	
Presidents' Day	Every	
Easter	Every	
Passover	Every	
Mother's Day	Every	
Father's Day		Every
July 4th		Every
Labor Day		Every
Thanksgiving Day & Friday	Every	
Child(ren)'s Birthdays	Every	
Other school-free days	Every	
Mother's Birthday	Every	
Father's Birthday	Every	
Other:		

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday unless other wise noted:

_____

C. SCHEDULE FOR WINTER HOLIDAY VACATION.

The ___ Mother ___ Father shall have the child(ren) in even years from the day school is dismissed at _____ p.m. until December 25 at ___ _.m.
The other parent will have the child(ren) from December 25 at ___ _.m. until 6:00 p.m. on the evening before school resumes.

OR as agreed upon by the parents as follows:
As the parties agree. _____
_____

D. SCHEDULE FOR SPRING VACATION.

The mother and father shall share or alternate Spring Break as follows:
As the parties agree. _____
_____ Beginning: _____

Copy

E. **SUMMER SCHEDULE**

The X Mother ___ Father shall be responsible for the care of the child(ren) during the summer, except for the following days and times when the other parent will be responsible for the care of the child(ren):

____ Same as school year schedule ____ Two Weeks
____ Two weeks every month ____ One month X Six weeks
Other The Father will give 14 days notice to the Mother of his intent to exercise visitation and the dates of visitation.
Beginning _____

F. **TRANSPORTATION ARRANGEMENTS.**

Transportation arrangements for the child(ren), between parents shall be as follows:
Shared by both parents during the summer.

Long Distance Transportation Costs: [If Applicable]:
Shared by both parents.

G. **OTHER:**

The following special provisions apply to the schedules or residential considerations of the child(ren):

II. DECISION MAKING

A. 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 children.

B. CHILD NURTURE
Mother and Father will behave with respect to each other and the child(ren) so as to provide a loving, stable, consistent and nurturing relationship with the child(ren) even though they, themselves, are being divorced. Mother and Father agree they

Copy

will not speak badly of each other or the members of the family of the other parent. They will encourage the child to continue to love the other parent and be comfortable in both new families.

C. **MAJOR DECISIONS**

Major decisions regarding each child shall be made as follows:

Education decisions	___ Mother	___ Father	_X_ Joint
Non-emergency health care	___ Mother	___ Father	_X_ Joint
Religious upbringing	___ Mother	___ Father	_X_ Joint
Extracurricular activities	___ Mother	___ Father	X Joint
_____	___ Mother	___ Father	___ Joint
_____	___ Mother	___ Father	___ Joint

D. **PRIVATE SCHOOL AND COLLEGE: [Optional]**

The parties agree as follows regarding private school [elementary and high school] and college or vocational training after high school:

_____

_____

[If parents wish to include a detailed list of the plans for special or private schooling, they may attach a separate sheet.]

III. **FINANCIAL SUPPORT FOR CHILD(REN)**

A. **CHILD SUPPORT PER TENNESSEE GUIDELINES OR DEVIATIONS***

The ____ Mother _X_ Father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $ 350.00 Per ___Week _X_ Month, ___ Twice per month (semi-monthly), or ___ Every two weeks (bi-weekly), plus $_____ as 5% clerks fee [if applicable] for a total amount of

$_____ beginning the ____ day of _____, 20__.

Deviations: _____

This support shall be paid

___ Directly to the other parent.

___ To the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, TN 37229, and sent to the other parent.
Address: _____

___ Direct Deposit to the other parent at _____ Bank.

_X_ By Wage Assignment Order [~~attach order~~]

Copy

The parties affirmatively acknowledge that Court approval must be obtained before child support can be reduced or modified, unless such payments are automatically reduced or terminated under the terms of the Parenting Plan. ***Attach sworn statement of income if this is a Proposed Plan.**

B. TAX DEDUCTION

The X Mother Father shall receive the tax deduction for the child(ren), [so long as the child support is current on the 15th day of January of each year] in

___ Alternate years starting _____

___ Each year

Other:_____

C. TAX RETURN NOTICE

The parent(s) paying child support shall send to the other parent by or before April 15 of every year (OR August 15, if an extension is sought], a copy of their respective W-2(s), 1099(s) and first two pages of their tax return.

D. HEALTH INSURANCE

The ___ Mother _X_ Father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage annually.

Uncovered medical expenses which include deductibles or co-payments, eyeglasses, contact lenses, routine annual physicals, will be paid by the _X_ Mother or ___ Father or ___ Divided equally by the parties.

___ Other: _____
(This may also include a provision for counseling.)

After insurance has paid its portion, the parent receiving the bill will send the bill to the other parent within 10 days. The other parent will pay his/her share within 30 days of receipt of the bill.

E. LIFE INSURANCE [OPTIONAL FOR PARENT NOT PAYING CHILD SUPPORT]

The ___ Father shall insure his own life in the minimum amount of $_____, whole or term.

The___ Mother shall insure her own life in the minimum amount of $_____, whole or term.

The policy(ies) shall name the____ Other parent OR ___ Other parent as trustee of funds to serve without bond or accounting, as beneficiary for the support of the children OR Other _____

Copy

F. DENTAL/ORTHODONTIC CARE

If available to either parent through their work, the ___Mother _X_Father will maintain dental/orthodontic care on the minor child(ren).

Uncovered dental/orthodontic expenses will be paid by _X_Mother __ Father or ___ Divided equally by the parties.

IV. DESIGNATION SOLELY FOR STATE AND FEDERAL STATUTES:

The children named in this parenting plan are scheduled to reside the majority of the time with the_X__Mother ____Father. SOLELY for purposes of any other state and federal statutes which require a designation or determination of parental responsibility, this parent is designated the "Custodian of the Child". If the parents are joint decision makers as listed in Section II. for purposes of obtaining health or other insurance, they shall be considered "joint custodians." THIS DESIGNATION SHALL NOT AFFECT EITHER PARENT'S RIGHTS AND RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS ABOUT JOINT DECISIONS OR MODIFICATIONS OF PLAN:

Should a disagreement arise about the Parenting Plan or the parties wish to modify the plan, the parties shall make a good faith effort to resolve the issue through the dispute resolution process, before returning to court.

Unless a limiting factor listed in T.C.A. 36-6-406 precludes a dispute resolution process prior to court action, or an emergency court action is necessary to protect the welfare of the child or a party, the parties agree to the following dispute resolution method:

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

___ Mediation by Rule 31 Mediator
___ Arbitration by arbitrator selected by parties or the court
_X_ 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 out-of-court process shall be commenced by notifying the other party and the court by

___ Written request _X_ Certified mail ___ Other: _____.

In the dispute resolution process:

Copy

(a) Preference shall be given to carrying 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 the 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 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.

VI. STANDARD PARENTING ORDERS

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

1. To unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;
2. To send mail to the child which the other parent shall not open and will not censor;
3. To receive notice and relevant information as soon as practical (but within 24 hours) in the event of hospitalization, major illness, or death of the child;
4. To receive directly from the school, upon written request, which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores, any other records customarily made available to parents;
5. Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the physician or health care provided who provided such treatment or health care upon written request which contains a current mailing address and upon payment of reasonable costs of duplication; provided, that no person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person.
6. To be free of derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child.
7. To be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular activities, and the opportunity to participate or observe, including, but not limited to, the following:
   (I) School activities;
   (ii) Athletic activities;
   (iii) Church activities;
   (iv) Other activities as to which parental participation or observation would be appropriate.
8. To receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency.

Copy

9. Access and participation in education, including, the right of access to the minor child or children for lunch and other activities, on the same basis that is provided to all parents, provided the participation or access is reasonable and does not interfere with day-to-day operations or with the child's educational performance.

SIGNATURE OF PARTY(IES) FOR PROPOSED PARENTING PLAN OR FOR FINAL PARENTING PLAN

I hereby make oath that this plan has been proposed in good faith and that it is in the best interests of the children. (Notary requirement for Proposed Plan only.)

Rosemary Nurse
MOTHER

4/10/04
Date and Place of Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10th of April, 2004

My Commission Expires:
Notary Public, Barrow County, Georgia
My Commission Expires March 20, 2008

NOTARY PUBLIC

FATHER

29 Mar 04
Date and Place of Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS 29 of March, 2004

My Commission Expires:
4/17/07

NOTARY PUBLIC

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: 11-30-04

Copy

JUDGE

Jack Norman, Jr.
Substitute Judge

11-30-04

Presented by Counsel:

Signature BPR#
Name John T. Maher
Address 127 South Third Street
Clarksville, TN 37040
Phone 931-645-9900

Address of Mother

Date Attended Parenting Seminar

Signature BPR#
Name
Address

Phone

Address of Father

Date Attended Parenting Seminar

(If applicable) Mediation Services provided by:

Copy

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, by the Court that the Plaintiff is awarded an absolute divorce from the Defendant on the grounds of irreconcilable differences and that the bonds of matrimony subsisting between the Plaintiff and Defendant, be and they are hereby, forever and permanently dissolved, and the parties are restored to all the rights and privileges of unmarried persons.

The Court has affirmatively found that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of the children of that marriage and for the equitable settlement of any property rights between the parties.

IT FURTHER APPEARING to the Court that there are two minor children both of this marriage, namely Britney Iesha Nurse, born 08-02-91 and Bruce Anthony Nurse, born 03-21-97. The parties have agreed to the Permanent Parenting Plan which is incorporated into the parties' Marital Dissolution Agreement attached hereto and shall be adopted as the Order of the Court.

IT FURTHER APPEARING to the Court that all furniture, furnishings and personal effects presently in the possession of the Complainant shall be his sole and separate property. Further, all furniture, furnishings and personal effects presently in the possession of the Defendant will be her sole and separate property. Specifically, the Wife shall receive the Ford Contour. She shall assume any and all indebtedness on the vehicle and hold the Husband harmless therefrom.

IT FURTHER APPEARING to the Court that the Husband will pay and continue to pay all the debts that are in his name and shall hold the Wife harmless on any and all debts. Further, the Wife will pay and continue to pay the debts that are in her name, and shall hold the Husband harmless on any and all debts.

Copy

IT FURTHER APPEARING to the Court that the parties own real property located at 2808 Johnson Pass Drive, Antioch, Tennessee. The Wife shall quitclaim her interest in said property to the Husband. The Husband shall assume any and all indebtedness on said property, hold the Wife harmless therefrom.

IT FURTHER APPEARING to the Court that the parties addresses are:

DELVIN NURSE, 2808 Johnson Pass Drive, Antioch, TN 37013.

ROSEMARY NURSE, P. O. Box 922541, Norcross, GA 30010.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that each of the provisions of the aforesaid Marital Dissolution Agreement and Parenting Plan is an order of this Court and that both parties are to abide by the same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that John T. Maher is hereby relieved as counsel for the Complainant.

Costs in this cause are taxed to the Plaintiff.

ENTERED this the 14 day of February, 2005.

SUBSTITUTE JUDGE JACK NORMAN

Approved for Entry:
THE KENNEDY LAW FIRM, PLLC

JOHN T. MAHER
127 South Third Street
Clarksville, Tennessee 37040

Copy

CERTIFICATE OF SERVICE

I, John T. Maher, hereby certify that a copy of the foregoing was forwarded to the Defendant, Rosemary Nurse, P. O. Box 922541, Norcross, GA 30010, by placing the same in the United States mail, postage pre-paid, on this the 3 day of Feb, 2005.

JOHN T. MAHER