52-9-53
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IN THE CIRCUIT COURT IN AND FOR MANATEE COUNTY, FLORIDA

IN RE: The Marriage of
ROY DONALD FOSTER,
Husband,
and
ANNA VODOPIJA FOSTER,
Wife.

BOOK 5585 PAGE 799

Case No. CA-77-695
39-262

FINAL JUDGMENT

THIS CAUSE coming on to be heard before this Court on the Petition for Dissolution of Marriage, and the Court having considered all papers filed in this action, having considered testimony and all other evidence presented, and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED that:

1. The marriage of Petitioner, ANNA VODOPIJA FOSTER, to Respondent, ROY DONALD FOSTER, is dissolved, a vinculo matrimonii, because it is irretrievably broken.

2. The separation agreement between the parties, introduced into evidence and marked as Petitioner's Exhibit "1", was executed voluntarily after full disclosure and is for the best interests of the parties. It is approved and is incorporated into this Judgment by reference. The parties are ordered to comply with it.

3. Petitioner is hereby restored to her former name of ANNA TROYAN VODOPIJA.

DONE AND ORDERED in Chambers at Manatee County Courthouse, Bradenton, Florida, this 25 day of March, 1980.

Evelyn Gobbie
CIRCUIT JUDGE

Copies furnished to:

George Dickson, Jr.
Roy D. Foster

AGREEMENT

ROY DONALD FOSTER, hereinafter called "Husband", and ANNA VODOPIJA FOSTER, hereinafter called "Wife", hereby agree as follows:

1. MARRIAGE. The parties were married to each other on July 1, 1976, at Nashville, Tennessee.

2. PURPOSE. The Wife has filed a Petition in the Circuit Court of Manatee County, Florida, to dissolve the marriage of the parties, being Case No. CA-77-695. This agreement is intended to be a full settlement of all matters now pending in that action.

3. CONDUCT OF THE PARTIES. From this date, the parties shall lead separate lives and each shall be free from the control and authority of the other.

4. ALIMONY. Neither party shall pay the other party any sum as alimony.

5. PERSONAL PROPERTY. The Husband and Wife have made a division of all personal property not mentioned elsewhere in this agreement.

6. AUTOMOBILE. The Husband is the owner of a 1971 Chevrolet pickup truck which is currently titled in the Wife's name. This vehicle shall be the sole property of the Husband. The Wife agrees to execute all documents necessary to transfer full title to the Husband.

7. MARITAL HOME. The parties agree that the Wife is the sole owner of the marital home located at 5404 16th Avenue East, Palmetto, Florida, more particularly described in Exhibit A, attached hereto. The Wife shall have exclusive possession and title to the marital home, together with all furniture, furnishings and fixtures therein. The Husband agrees to execute any and all documents necessary to insure a clear title in the Wife's name, free [illegible] claim whatever which he may have to the property. The Wife agrees to be responsible for all debts secured by this real property.

8. BOAT. The Husband is the owner of a fiberglass runabout boat which is titled in the joint names of the Husband and Wife.

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This boat shall be the exclusive property of the Husband.

8. REAL PROPERTY. The Husband is the owner of real property consisting of a house and lot located at 1109 Cinderella Avenue, Madison, Tennessee. This real property shall be the exclusive property of the Husband and he shall be solely responsible for repaying any debt connected with this property.

9. BUSINESS. The Wife is the sole owner of all stock in the corporation known as Tampa Bay Excursions, Inc. The Husband has no interest in this company and makes no claim whatever on the stock or assets of this corporation. He shall not be responsible for any debt of this corporation.

10. PLEDGE OF CREDIT. Neither the Husband nor the Wife shall pledge or engage the credit of the other and neither shall incur or contract any debt or obligation upon which either his or her estate could be held liable.

11. MUTUAL RELEASE. Except as otherwise provided in this agreement, each party releases the other from all claims or demands up to the date of the execution of this agreement. Except as otherwise provided, each party waives, releases and relinquishes all rights that he or she may have or hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction, to elect or to take against any will or codicil of the other party now or hereafter in force, to share in the other party's estate, or to act as Personal Representative of the other party's estate.

12. NECESSARY DOCUMENTS. Each of the parties shall execute and deliver to the other pary any documents that may be reasonably required to accomplish the intention of this instrument and shall do all other necessary things to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment and conveyance of property and rights in such natter, and with such force and effect as shall be necessary to effectuate the terms of this agreement.

13. DISSOLUTION OF MARRIAGE. It is understood that this

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agreement is made in contemplation of dissolution of marriage but it is also understood that it is not intended to facilitate or promote the dissolution of marriage nor to produce directly or indirectly the procurement of a dissolution of marriage, but it is agreed that this agreement shall become part of any Final Judgment of dissolution of marriage entered by a Court of competent jurisdiction involving the parties hereto.

14. GOVERNING LAW. This instrument is governed by Florida law in reference to interpretation and performance.

15. REPRESENTATIONS. The parties represent to each other that:

a. Each has been advised to seek legal advise by counsel of his or her own selection in the negotiation of this agreement.

b. Each party fully understands the facts and has been fully informed as to his or her legal rights and obligations, and each is signing this agreement freely and voluntarily, intending to be bound by it.

c. Each party will execute and deliver all deeds, instruments, documents or other papers necessary to effectuate the terms of this agreement.

d. Each has made a full disclosure to the other of his or her current financial situation.

e. Each understands and agrees that this agreement constitutes the entire contract between the parties. There are no representations or warranties other than as set forth in it.

f. Each party has been informed by counsel of the laws of Florida with respect to the powers of courts, under certain conditions, to modify the terms of this agreement.

16. MODIFICATION. No modification or waiver of any of the terms of this agreement shall be valid unless in writing and executed in the same formality as this agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to four (4) true counterparts of this agreement, each of which shall constitute an original, effective this 22 day of February, 1980.

Anne V Foster

R. J. Morton

Connie F. Bailey Jr.

Witnesses as to Husband

Roy D. Foster

R. J. Morton

Connie F. Bailey Jr.

Witnesses as to Wife

Anna Vodipija Foster

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this 22 day of February, 1980, before me personally appeared ROY DONALD FOSTER, to me known to be the person described in and who executed the foregoing agreement, and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Palatka, Florida, the day and year last aforesaid.

Connie F Bailey Jr.
Notary Public

My Commission Expires:

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this 22 day of February, 1980, before me personally appeared ANNA VODIPIJA FOSTER, to me known to be the person described in and who executed the foregoing agreement, and acknowledged the execution thereof to be her free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Palatka, Florida, the day and year last aforesaid.

Connie F Bailey Jr.
Notary Public

My Commission Expires:

BEGIN at the SW corner of the NW ¼ of the SW ¼ of Section 31, Township 33 South, Range 18 East; thence run North 217 feet to an iron monument for Point of Beginning; thence run East 269.85 feet; thence run South 52 feet; thence run East 200 feet; thence run South 165 feet; thence run East 44.15 feet; thence run North 660 feet, more or less to the North line of the S ½ of NW ¼ of SW ¼ of said Section; thence run West 375.7 feet, more or less to a point which point is 150 feet East of the NW corner of said S ½ of NW ¼ of SW ¼; thence run South 150 feet; thence run West 150 feet; thence run South along the West line of said Section, to the Point of Beginning; LESS the South 25 feet of any part of the above described lands that lie on the South line of the S ½ of the NW ¼ of the SW ¼ of said Section 31, for the road right of way.

F.83176
IDENTIF. REFERENCE
APR 2 9 14 AM '00
FELIX Z. WALKER JR. REGISTER
DAVIDSON COUNTY, TENN.

EXHIBIT A