FILED BOOK 2

DEC -5 AM 8:10

CLERK

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LARRY OWEN ROBINSON,)
Plaintiff)
VS) No. 80D-2910
TONITA ANN ROBINSON,)
Defendant)
)

64-8-9

BOOK 5999 PAGE 720

H 28566

IDENTIF. REFERENCE

JAN 31 8 22 AM '83

FELIX Z. ANDERSON JR. REGISTER
DAVIDSON COUNTY, TN

FINAL DECREE OF DIVORCE

THIS cause came on to be heard before the Honorable Joe C. Loser, Jr., Judge, on the 2nd day of December, 1980, upon the Complaint for Absolute Divorce, judgment by default against the defendant, statement of counsel, testimony of the plaintiff, and from all of which the Court finds that the parties have irreconcilable differences, have entered into a Property Settlement Agreement providing for a division of property, and that the parties should be awarded an absolute divorce and restored to all rights and privileges of unmarried persons.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the parties be and are hereby forever perpetually dissolved, that the plaintiff is awarded an absolute divorce from the defendant, and that both parties are restored to all the rights and privileges of unmarried persons subject to the provisions of the Property Settlement Agreement.

It further appears to the Court that the parties have entered into a Property Settlement Agreement, and IT IS THEREFORE ORDERED that said Property Settlement Agreement by and is hereby made a part of this Final Decree of Divorce in its entirety:

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PROPERTY SETTLEMENT AGREEMENT BOOK 5999 PAGE 721

THIS Agreement made this _____ day of July, 1980, by and between LARRY OWEN ROBINSON of Nashville, Davidson County, Tennessee, hereinafter called the "Husband"; and TONITA ANN ROBINSON of Nashville, Davidson County, Tennessee, hereinafter called the "Wife";

W I T N E S S E T H :

WHEREAS, the parties hereto were married on November 17, 1972, in Nashville, Davidson County, Tennessee, separated on February 25, 1980, in Nashville, Davidson County, Tennessee, and since that date, have been living separate and apart; and

WHEREAS, the Husband has executed and will file a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, in which the Husband is the plaintiff and the Wife is the defendant; and

WHEREAS, the parties desire to define their respective obligations to each other and record their understanding.

IT IS THEREFORE AGREED AS FOLLOWS:

1. PURPOSE OF AGREEMENT. This Agreement has been entered into between the Husband and the Wife for the purpose of defining their respective rights and obligations in the event of the entry of a final decree of absolute divorce in the action to be filed with the Circuit Court for Davidson County, Tennessee, and on the condition that the provisions hereof are approved by the Court and incorporated in substance in such final decree. In the event that the Court directs the entry of a final decree of divorce, either party may submit a decree for the approval of the Court, incorporating in substance the provisions of this Agreement.

2. SEPARATION. It shall be lawful for the Husband and the Wife at all times hereafter to live separate and apart from each other. Each party shall hereafter be entirely free from

any marital control of the other as if each were unmarried; neither shall molest the other, nor interfere with the peace and comfort of the other, nor compel nor seek to compel the other to associate, cohabit or deal with him or her.

3. DIVISION OF PROPERTY. All property of the parties, owned by them jointly or individually, is, pursuant to the provisions of Tennessee Code Annotated Section 36-825, equitably divided as follows:

(a) The Wife shall be the owner of the 1970 Ford LTD automobile. The Husband shall be the owner of the 1977 Datsun automobile, Serial No. HLS30-374168, and the Husband agrees to assume the full responsibility for the payment of the note secured by said 1977 Datsun automobile with Third National Bank in Nashville, Tennessee.

(b) The Husband shall be the owner of the Dixie Devil boat and Mercury motor, Serial No. DXD50901M75A, and the 1975 Honda motorcycle, Serial No. CB-550-1205511.

(c) The Wife shall be the owner of all household furniture and furnishings presently located at the parties' home at 4844 Rainer Drive, Old Hickory, Davidson County, Tennessee.

(d) The Wife shall be the owner of the real property located at 4844 Rainer Drive, Old Hickory, Davidson County, Tennessee, which is more particularly described as follows: Lot No. 302 on the Plan of Sherwood Forest, Section 4, as of record in Book 4460, pages 182 and 183, Register's Office for said County. The Wife agrees to assume the full responsibility for the payment of the note to Johnson's & Associates, secured by a first deed of trust against said real property. The Wife shall be entitled to claim all interest payments made in 1980 on said mortgage note for the purposes of her 1980 federal income tax return.

4. DEBTS. The Husband agrees to assume and pay the amounts due and owing on the BankAmericard and Goodyear accounts and any amount due and owing for 1978 income tax, and the Wife

agrees to assume and pay any and all other debts of the parties, if any. Each party agrees to hold the other harmless for any and all debts assumed by the other, and if either shall be compelled to pay any of the debts assumed by the other, he or she shall indemnify the other to the full extent of the amount paid.

5. The parties agree to enter into this Agreement and desire that it be incorporated as part of any final decree of divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee.

6. Each party expressly agrees that he or she has entered into this Agreement after mutual consideration, and the consent to the execution of this Agreement has not been obtained by duress, fraud or undue influence by any person, and that no representations of fact have been made by either party to the other except as herein expressly set forth, and each has full knowledge of the business affairs, the nature, extent and value of the separate property of the other, and this Agreement is fair and reasonable. Each party accepts this Agreement in lieu of and in full settlement of all claims against the other or against his or her heirs at law, next of kin or personal representatives, and each party expressly waives the right of inheritance from the estate of the other under the laws of descent and distribution of the State of Tennessee or any other state.

7. In consideration of this Agreement, the parties relinquish all claims against the other for alimony, support and maintenance under the laws of the State of Tennessee or any other state, except to demand the performance of all undertakings contained in this Agreement, and each party accepts the provisions hereof in full satisfaction of all obligations of the other for support or otherwise arising out of the marital relationship of the parties. Each of the parties agrees to execute and deliver to the other party all documents that may be reasonably required to accomplish the intentions of this Agreement and shall do all

things necessary 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 the rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

8. This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

9. Following the execution of this Agreement, neither of the parties shall be authorized to act as agent for the other in any transaction, and each agrees that he or she shall not incur any debts or obligations for which the other shall be liable or responsible. Each agrees to indemnify and hold the other harmless against any and all debts made or incurred by him or her after the date of this Agreement.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date above written.

/s/ Larry O. Robinson
LARRY OWEN ROBINSON

/s/ Tonita A. Robinson
TONITA ANN ROBINSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named LARRY OWEN ROBINSON, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 31st day of July, 1980

/s/ Connie K. Gossett
NOTARY PUBLIC

My commission expires: 4-22-84

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named TONITA ANN ROBINSON, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and offical seal at Nashville, Tennessee, this 31st day of July, 1980.

/s/ Connie K. Gossett
NOTARY PUBLIC

My commission expires: 4-22-84

IT IS FURTHER ORDERED that the costs of this cause are assessed to the plaintiff, for all of which let execution issue if necessary.

ENTERED this _____ day of _____, 1980.

JUDGE 12/5/80

APPROVED FOR ENTRY:

FRED E. COWDEN, JR.
Attorney for Plaintiff

I certify that a copy of the foregoing Final Decree of Divorce has been sent to Tonita Ann Robinson, defendant, this 11 day of December, 1980.

Fred E. Cowden, Jr.

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STATE OF TENNESSEE

Minute Book 119C
page

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Larry Owen Robinson *Plaintiff, and* Tonita Ann Robinson *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 31st *day of* January *in the year one thousand nine hundred and* Eighty-three *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Dot Lackey, *D. C.*

Form #GR-117