550228-5

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

BOOK 357 PAGE 829

JANIS MURLENE MAXWELL,

PLAINTIFF

vs.

No. 4969

JOHN LEROY MAXWELL,

DEFENDANT

Minute
73 207
This 29 day of March 1982

MAP
104-11A
39

FINAL DECREE

This cause came on to be heard on this, the 15 day of March, 1982, before the Honorable Edward M. Turner, Chancellor, holding the Chancery Court at Lebanon, Wilson County, Tennessee, upon the Bill of Complaint, the Answer of the Defendant, the motion of the Defendant to withdraw his Answer and allow the case to proceed on the ground of irreconcilable differences, which motion the Court granted, testimony of Plaintitt, the announcement that a written agreement had been entered into by the parties concerning property division, and upon the entire record in the cause from all of which the Court finds that such irreconcilable differences exist between Plaintiff and Defendant that Plaintiff is entitled to an absolute divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the Plaintiff, Janis Murlene Maxwell, be awarded an absolute divorce from the Defendant, John Leroy Maxwell, upon the ground of irreconcilable differences.

It further appears to the Court that the parties have entered into a Property Settlement Agreement as follows:

1. That the Plaintiff is to be awarded the house and seven acres of land, along with the household and kitchen futniture contained therein located in Wilson County, Tennessee, a description of which is of record in Deed Book 334, page 123, in the Register's Office for

Wilson County, Tennessee. The Plaintiff will assume and pay off any existing indebtednesses against the said house.

2. Plaintiff is awarded the condominium in Davidson County, Tennessee, a description of which is of record in Deed Book 5452, page 419, in the Register's Office for Davidson County, Tennessee, and she will assume and pay the indebtedness against the said condominium.

3. The Federal Income Tax refund in the joint names of the Plaintiff and the Defendant in the approximate amount of $13,000.00 is awarded to the Plaintiff and the Defendant will endorse the same when the parties receive it.

4. The Defendant is awarded the tractor, farming equipment, 1980 GMC pickup truck, his tools and personal effects.

5. There is a corporate debt in the amount of $50,000 on which both the Plaintiff and the Defendant are individually liable. The house is also pledged as collateral toward this indebtedness. When the Plaintiff sells the house, it is understood that the first mortgage will be paid off on the house and the remaining money will be applied toward the corporate debt. Any remaining debts concerning said corporation on which the Plaintiff and the Defendant are individually liable shall be shared by them equally.

6. It is further understood and agreed by and between the Plaintiff and the Defendant that should any personal liabilities arise, such as taxes, etc., by virtue of the corporation that both of them owned during the marriage, that said liabilities will be borne one-half by the Plaintiff and one-half by the Defendant.

7. In the event that the $50,000 corporate debt mentioned in paragraph #5 above should not be completely paid off at the time the house is sold and the money applied to said debt, it is agreed that the Plaintiff and the Defendant will assume one-half each of any

remaining indebtedness concerning this item. It is agreed that the parties hereto will execute all instruments necessary to effectuate the conditions of this agreement.

It is, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the above Agreement be, and the same is hereby, incorporated in this Final Decree upon Plaintiff and Defendant signing same and its being approved by the Court and made an Order of this Court.

The cost is adjudged against the Defendant, for which execution may issue if necessary.

ENTERED this 15th day of March, 1982.

CHANCELLOR

APPROVED FOR ENTRY:

B. F. LOWERY
ATTORNEY FOR PLAINTIFF

JANIS MURLENE MAXWELL

JOHN LEROY MAXWELL

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid county and state, the within named JANIS MURLENE MAXWELL and JOHN LEROY MAXWELL, with each of whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Lebanon, Wilson County, Tennessee, on this, the 17th day of March, 1982.

Notary Public

My Comm. Expires:
10-15-85

C E R T I F I C A T E

I, B. F. Lowery, attorney for the Plaintiff, hereby certify that a true copy of the foregoing Final Decree has been served on the Defendant, John Leroy Maxwell, Bluegrass Village Apts., Hendersonville, Tennessee 37075, by U. S. Mail, on this the 24th day of March, 1982.

B. F. Lowery

STATE OF TENN.
COUNTY OF WILSON
I hereby certify the foregoing
to be a true and perfect copy
originial instrument on file in
this case.
24 day of August 19 84
Linda L. Dent Clerk
Deputy Clerk & Master

CHANCERY COURT WILSON COUNTY TENN

I.4.2.4.7.8

IDENTIF. REFERENCE

Aug 13 8 42 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

1469