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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THOMAS I. HANNER	)	
	)	
Plaintiff	)	
	)	
VS.	)	NO. 86D-3753
	)	
ANN MARIA HANNER	)	
	)	
Defendant	)	

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FINAL DECREE

This cause came to be heard on the 19th day of February, 1987, in the Fourth Circuit Court for Davidson County, Tennessee, before the Honorable Muriel Robinson, Judge, on the complaint for Divorce filed by the plaintiff, upon testimony of plaintiff, statements of counsel for plaintiff, and upon the record as a whole, from all of which the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Thomas I. Hanner, is hereby awarded an absolute divorce from the defendant, Ann Maria Hanner, on the grounds of irreconcilable differences, T.C.A. §36-801-II, and he is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and the Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

"IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE"

THOMAS I. HANNER	)	
	)	
Plaintiff	)	
	)	
VS.	)	NO. 86D-3735
	)	
ANN MARIA HANNER	)	
	)	
Defendant	)	

PROPERTY SETTLEMENT AGREEMENT

WHEREAS the parties hereto are presently man and wife but have reached the point of irreconcilable differences in their

marriage and do desire to enter into a Property Settlement Agreement which fully, fairly and equitably disposes of all marital issues;

NOW, THEREFORE, Plaintiff, Thomas I. Hanner, hereinafter referred to as the "Husband" and defendant, Ann Maria Hanner, hereinafter referred to as the "Wife" do agree as follows:

1. The parties have reached the point of irreconcilable differences in their marriage.

2. The Husband shall proceed, to obtain a divorce in the Circuit Courts for Davidson County, Tennessee, as soon as allowable under the law.

3. This agreement shall be made a part of and included in, any final decree of divorce entered into between the parties, with, of course, the approval of the Court.

4. It is agreed that all real property of the parties, whether vested presently in Thomas I. Hanner or Tom Hanner and wife, A. Maria Hanner, shall be retained by the Husband, and the final decree of divorce shall divest the Wife of any and all interest which she may presently have in any real property of the parties; and it is further agreed that the Wife shall execute Quit Claim Deeds to the Husband for his sole and separate estate with respect to any or such real properties which have been Deeded to them with her name upon the Deed; and the Wife shall execute such Quit Claim Deeds immediately upon their being presented to her and concurrently with entry of the final decree of divorce. Likewise concurrently with the entry of such decree, Husband shall pay Wife, Three Thousand Seven Hundred Fifty Dollars ($3,750.00) cash, less any money advanced to Wife between the 15th day of November, 1986, and date of entry of the final decree and less any charges made by the Wife against the credit of Husband on Mastercard, Visa, or any other form, unless specifically mentioned in and provided for in this agreement. The Husband shall likewise pay Wife an additional $3,750.00 in cash, plus simple interest of Ten Percent (10%) per annum, on or before Twelve (12) months from entry of the final decree of divorce. The two (2) aforementioned payments of

$3,750.00 each, ($7,500.00 total, plus any accrued interest), shall be for Wife's interest in 3145 Stafford Drive, Nashville, Tennessee.

5. It is further agreed that from and after the entry of the final decree of divorce the Husband shall be responsible for paying any and all indebtedness when and as due upon the real property hereinabove mentioned and further he shall be responsible for holding defendant harmless and indemnifying her with respect to any claims that might otherwise be made against her with respect to any indebtedness on or arising out of any such properties.

6. It is agreed that the Wife shall retain full title to the 1983 LTD Ford automobile which is presently in her name, however the Husband shall refinance the loan, still using the automobile as collateral but making the loan in his name alone and he shall make the payments thereon when and as due until paid in full. The Wife shall cooperate to the extent that she shall sign such documents as shall be necessary to place the lien on said automobile, but without any personal liability on her part.

7. It is further agreed that the Husband shall retain the Winner boat which is presently in his name and which he owned prior to the marriage.

8. It is further agreed that the Husband shall retain full title to the 1975 Lincoln automobile and the 1978 Buick automobile and the 1980 Volkswagon automobile, all of which are presently in the Husband's name and the Husband shall be responsible for making any payments on any loans on said automobiles when and as due and for holding the defendant harmless with respect to any such claims which might otherwise be made against her.

9. The Wife agrees that she presently has all items of personalty she wants or claims from the joint personal estate of the parties and waives any claim to any personalty in the hands of the Husband.

10. The Husband agrees that he has all personalty he wants from the joint estate and Husband waives any and all claims of any personalty Wife presently has.

11. It is agreed that the Husband shall retain his $50.00

savings account and that the joint checking account shall be closed. (It presently contains little or no funds).

12. It is agreed that the Husband shall, concurrently with the entry of the final decree and with the execution of the Quit Claim Deed hereinabove mentioned, pay unto the Wife, over and above those amounts mentioned in paragraph #4 above, an additional sum equal to Two Thousand Dollars ($2,000.00), less any amounts which Husband shall have paid (between the 15th day of November, 1986, and the entry of the final decree) to pay off all bills in the Wife's name. (The bill on the Kirby vacuum cleaner and the bill on the new couch shall not be considered "the Wife's bills".)

13. Each of the parties hereto represents to the other that they have not made any charges against the credit of the other party nor against the joint credit of the parties, which have not been disclosed to the party not making the charge; and each agrees that no further charges will be made by either of the parties against the credit of the other or against the joint credit of the parties in the future.

14. It is agreed that the parties have no children by this marriage and that the defendant is not presently pregnant.

15. It is agreed that the final decree of divorce shall restore the Wife to her former name of Ann Maria L. Burmeister.

16. Each of the parties hereto agrees that this Property Settlement Agreement, once executed, shall be binding upon the parties as a matter of contract as well as a matter of property settlement and each agrees to be bound thereto.

17. It is agreed that from and after the execution of this agreement the parties shall have severed all rights, privileges and benefits otherwise due them as a result of being married, one to the other.

18. Each of the parties hereto, by his or her signature below, acknowledges that he or she, as the case may be, has fully read this agreement, understands the terminology used herein and has had the opportunity, whether utilized or not, to seek legal

counsel with regard to the advisability of signing such agreement; and each hereby acknowledges and states to the Court that this agreement fully, fairly and equitably disposes of all marital issues and each hereby asks that the Court affirmatively find that said agreement fully, fairly and equitably disposes of all marital interests.

19. It is agreed that the Husband shall pay the Court costs and his attorney's fees.

IN WITNESS WHEREOF we have hereunto set our hands to this Property Settlement Agreement on the day, month and year set down beside our respective names below.

s/Thomas I. Hanner — 11-19-86
THOMAS I. HANNER: — DATE:

s/Ann Maria Hanner — 12-1-86
ANN MARIA HANNER: — DATE:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid County and State, the within named THOMAS I. HANNER, with whom I am personally acquainted, or who presented adequate evidence of identification, and did state that he has fully read the foregoing Property Settlement Agreement and that he has executed the same for the purposes therein contained as his own free act and deed.

WITNESS my hand and official seal on this 19th day of November, 1986.

s/Rose Ann Morbitt
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-18-87

STATE OF GEORGIA
COUNTY OF FORSYTH

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named, ANN MARIA HANNER, with whom I am personally acquainted, or who presented adequate evidence of identification, and did state that she has fully read the foregoing Property Settlement Agreement and that she has executed the same for the purposes therein contained, as her own free act and deed.

WITNESS my hand and official seal on this 1st day of December, 1986.

s/Mardella R. McEntire
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-13-90

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting by and between the parties are perpetually dissolved and that the complainant is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person on the grounds of irreconcilable differences, and, it is further ORDERED, ADJUDGED and DECREED

that the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of property rights and the Property Settlement Agreement set forth above is therefore in all things ratified and approved by the Court and in order to properly enforce each and every provision of said agreement, the same is ORDERED, ADJUDGED and DECREED as though DECREED separately; and further, it is ORDERED that the real property located at 3145 Stafford Drive, Nashville, Tennessee, described as follows:

> BEING Lot No. 185 on the Plan of Stanford Country Club Estates, Section 4, as of record in Book 2900, Page 83 & 84, Register's Office for Davidson County, Tennessee.
>
> SAID Lot No. 185, fronts 59.28 feet on the north side of Stafford Drive and runs back 165.47 feet on the west line; 156.42 feet on the east line, and measures 96.88 feet on the rear line.
>
> BEING property conveyed to Thomas I. Hanner and wife by deeds from R. L. Freeman, of record in Book 4171, Page 335 and by deed from Anna B. Hanner (Now Roth) of record in Book 6526, Page 547, Register's Office for Davidson County, Tennessee; and

the real property located at 1923 Dabbs Avenue, Nashville, Tennessee, described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 86, on the Plan of Bel-Air, Section 1, as of record in Book 2900, Page 27 & 28, Register's Office for Davidson County, Tennessee.
>
> SAID Lot No. 86 fronts 63 feet on the southerly margin of Dabbs Avenue and extends back between parallel lines 140 feet.
>
> BEING the same property conveyed to Tom Hanner and wife, A. Maria Hanner by Quit Claim Deed from John G. Doak, Trustee as of record in Book 6489, Page 269, Register's Office for Davidson County, Tennessee.

be and is hereby divested out of the Wife and vested in the Plaintiff, Thomas I. Hanner, for his sole and separate estate.

It is further ORDERED that the defendant be restored to her former name of ANN MARIA L. BURMEISTER.

It is hereby ORDERED that the costs of this cause be ADJUDGED against the plaintiff.

ENTER THIS 2nd DAY OF March, 1987.

Muriel Robinson

MURIEL ROBINSON, CIRCUIT JUDGE

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DOAK & HOLLAND
2740 A Old Lebanon Road
Nashville, Tenn. 37214

APPROVED FOR ENTRY BY:
DOAK & HOLLAND

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BY: JOHN G. DOAK, ATTORNEY FOR MR. HANNER
2740-A OLD LEBANON ROAD
NASHVILLE TN 37214 (615)889-1112

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2740-A Old Lebanon Road
Nashville, Tenn. 37214

CERTIFICATE

I hereby certify that I have presented a copy of the foregoing Final Decree (or placed a copy in the US Mail) to the Honorable Nancy K. Corley, attorney for the defendant, P.O. Box 2829, Nashville, Tennessee, 37219 on this_____day of_____,1987.

JOHN G. DOAK, ATTORNEY

19943

IDENTIFICATION REFERENCE

APR 29 9 35 AM '87

PAUL J. WILSON JR REGISTER
DAVIDSON COUNTY, TN

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STATE OF TENNESSEE

I, **GEORGE L. 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* second *day of* March, *19* 87, *in Case Number* 86D-3753 *between* THOMAS I. HANNER *Plaintiff, and* ANN MARIA HANNER *Defendant, as same remains of record in Book* 159B, *Page* 1390 *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* tenth *day of* March *in the year one thousand nine hundred and* eighty-seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117