OBA #7632

BOOK 7267 PAGE 833

Box 48

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY,
STATE OF OKLAHOMA

JOSE RAMON MARINA, JR.,

Plaintiff,

vs.

MARGARET A. MARINA,

Defendant.

No. FD-86-3462

DISTRICT COURT
FILED
JUL 8 1986
DON E. AUSTIN, COURT CLERK
STATE OF OKLA. TULSA, COUNTY

DECREE OF DIVORCE

Now on this 8 day of July, 1986, the above entitled cause comes on for trial on its merits. The plaintiff appears in person and by his attorney, C. Clay Roberts III of Marsh & Armstrong, and the defendant appears by and through her attorney of record, Stephen R. Clark of McCormick, Andrew & Clark. The Court, having examined the files and records in this case and having heard the oral testimony of witnesses sworn and examined in open Court, having fully considered the evidence, and being fully advised in the premises, finds:

I

That the parties hereto were legally married in Nashville, Tennessee, on the 3rd day of October, 1970, and have since that time lived as husband and wife;

II

That of said marriage no children have been born or adopted, and the defendant is not now pregnant;

III

That the plaintiff is now and has been for more than six (6) months next preceding the filing of the plaintiff's Petition herein a bona fide resident in good faith of the State of Oklahoma, and is now and has been for more than thirty (30)

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FELIX Z. WINSOCKI, REGISTER
DAVIDSON COUNTY, TN

days prior to the filing of his Petition an actual resident in good faith of Tulsa County, State of Oklahoma;

IV

That the parties hereto are entitled to a Decree of Divorce upon the grounds of incompatibility, as alleged in plaintiff's Petition herein;

V

That the parties have entered into a Property Settlement Agreement, attached hereto as Exhibit "A" and made a part hereof as if fully set forth herein; that the said Property Settlement Agreement appears to the Court to be fair and equitable and is hereby confirmed in all respects;

VI

That plaintiff shall assume and pay all indebtedness incurred by the parties during their marriage, as more fully set forth in the Property Settlement Agreement attached hereto as Exhibit "A";

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the parties hereto are hereby awarded an absolute Decree of Divorce each from the other, and that the bonds of matrimony heretofore existing between said parties are hereby dissolved, set aside and held for naught, and both parties are released therefrom; provided, however, that neither party shall be free to marry any other person for a period of six (6) months from the date hereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the findings set forth above and numbered I through VI are hereby made the order of this Court as if fully set out at

length, and that each of the parties hereto shall execute any and all deed or other documents necessary to effect these orders insomuch as real and personal property requires.

ALLEN KLEIN

JUDGE OF THE DISTRICT COURT

APPROVED:

José Ramon Marina, Jr.,
Plaintiff

C. Clay Roberts III,
Attorney for Plaintiff

/s/ Margaret A. Marina
Margaret A. Marina,
Defendant

Stephen R. Clark,
Attorney for Defendant

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 8 day of July, 1986, by and between JOSE RAMON MARINA, JR., (hereinafter referred to as "Husband"), and MARGARET A. MARINA (hereinafter referred to as "Wife"), being residents of Tulsa and Rogers Counties, respectively, State of Oklahoma.

W I T N E S S E T H:

WHEREAS, the parties hereto were married at Nashville, Tennessee, on the 3rd day of October, 1970, and since that time have lived as husband and wife until their separation, and are at this time husband and wife.

WHEREAS, no children have been born of the said marriage of the parties, nor is the wife now pregnant; and

WHEREAS, on the 30th day of May, 1986, the husband commenced an action for divorce in the District Court in and for Tulsa County, State of Oklahoma, in cause No. FD-86-3462, which action is now pending in said Court; and

WHEREAS, it is the desire of each of the parties to finally and for all time settle and determine their respective property rights, together with any and all other rights or claims which exist, have existed, or might exist by reason of the marriage relationship aforementioned; and

WHEREAS, the parties have reached an amicable agreement as to their respective rights arising out of the marriage, including division of all jointly acquired property, and indebtedness of the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants herein made, and of the payments, covenants and tranfers hereinafter set out, the parties hereto covenant and agree as follows:

1. Effective Date. This Agreement and the transfers and payments hereunder shall become binding and due respectively upon the parties hereto and their respective legal representatives, successors and assigns, immediately following the granting of a divorce in the aforementioned action, provided that the provisions of this Agreement are approved by the Court and incorporated into the Decree of Divorce

by reference. In the absence of a granting of a Decree of Divorce as aforesaid and/or the approval of the Court and the incorporation of this Agreement in said Decree of Divorce by reference, the provisions of this Agreement shall have no effect and the same shall be void.

2. Division of Property.

a. Property to Wife: Husband agrees and by these presents does grant and convey to the wife all his separate right, title and interest in and to the following described real and personal property:

i. The real property situated at 3708 Brush Hill Road, Nashville, Tennessee, and wife shall assume and pay any and all indebtedness thereon to Lomas and Nettleton with a prinicpal balance of approximately $7,000.00, and hold husband harmless therefrom;

ii. The BMW Automobile now in wife's possession, free and clear of any indebtedness;

iii. A cash payment in the sum of $195,000.00, payable upon confirmation of this Agreement by the Court and the entering of a Decree of Divorce;

iv. A Judgment in the sum of $158,000.00, which shall bear interest at 12% per annum, with the principal and all interest payable within two (2) years from the date the Decree of Divorce is entered herein; said sum may be paid at any time within the two-year period at the option of husband, with no prepayment penalty; interest on the unpaid balance of said sum shall be paid quarterly, beginning September 30, 1986. Husband shall provide and maintain a policy of life insurance on his life with a reputable company, naming wife as the beneficiary, sufficient to cover the unpaid balance of said sum. Husband shall further collateralize the unpaid balance of said sum in such manner as would be acceptable to a reputable banking institution; and

v. All wife's personal property now in her possession, including her interest in Performance Analysis, Inc., and

it's assets, plus the items of personal property currently located in Husband's premises which are identified in Exhibit "A."

b. Property to Husband: The wife agrees, and by these presents does hereby grant and convey to the husband all her separate and individual right, title and interest in and to the following described real and personal property acquired during coverture:

i. All real property of the parties, with the exception of that listed above for the wife; said property being more fully described on Attachment 1 hereto;

ii. All remaining corporate and personal assets of the marriage which have been disclosed to wife's counsel since November of 1985.

iii. Any and all Federal or state income tax refunds, whether corporate or personal through 1985.

iv. Wife is required to execute and file a joint income tax return with husband for 1985; and

v. All husband's personal property now in his possession.

3. Bills of Sale, Deeds and Conveyances. Each party promises and agrees to make, execute and deliver to the other all necessary Bills of Sale, Deeds, or other conveyances essential to effectuate the property division herein made and provided. Such documents shall be delivered as soon as practicable after the making and execution of this Agreement, but in any event not more than five (5) days following the date of the Decree of Divorce herein.

4. Indebtedness. Wife shall assume and pay all indebtedness on the real property situated at 3708 Brush Hill Road, Nashville, Tennessee, as hereinbefore provided. Husband will assume and pay all other indebtedness of the marriage incurred prior to separation or which have been previously disclosed.

5. Hold Harmless Agreement. The husband agrees to hold wife harmless from all past personal and corporate Federal and State income tax returns, or the claim of any taxing agency relative thereto.

EXHIBIT "A"

One (1) Antique Coal Scuttle

One (1) Needlepoint Blue Boy with Frame

One (1) Sony Walkman

One (1) AM/FM Walkman

Assorted pieces of China and Crystal from the estate of Carrie Russell

Books, records and cassette tapes belonging to Ms. Marina

Clothes belonging to Ms. Marina

Stuffed Animals

Toiletry articles belonging to Ms. Marina

Equal distribution of photographs from Albums.

6. Attorneys' Fees and Costs. Each party hereto agrees to assume and pay their respective attorney's fees and costs incurred in this action.

7. Prior Negotiations Superseded. This Agreement supersedes, cancels and annuls any and all prior conversations, negotiations, agreements, or contracts by and between the parties covering this subject matter. This Agreement constitutes the sole and only Agreement between the parties.

8. Construction. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, devisees, successors, and assigns. It shall be construed as a whole and should any phrase, clause or provision herein mentioned be determined by a Court of competent jurisdiction to be void or otherwise unenforceable, such finding shall not deter, detract, or in any manner affect the viability of the remaining provisions and the ultimate intention of the parties. The captions on the separate paragraphs are supplied for convenience in reading this Agreement and are not intended to limit the meaning or effect of the substance of the given article or paragraph.

IN WITNESS WHEREOF, the parties have set their hands and seals evidencing their intention to be bound on the date first above written.

s/ Jose Ramon Marina, Jr.
JOSE RAMON MARINA, JR., ("Husband")

s/ Margaret A. Marina
MARGARET A. MARINA ("Wife")

RATIFIED AND APPROVED this 8 day fo July, 1986:

JUDGE OF THE DISTRICT COURT

ATTACHMENT 1

(1) 6226 EAST 100th
TULSA, OKLAHOMA

(2) 4109 BRUSH HILL ROAD
NASHVILLE, TENNESSEE

(3) SEVENTY (70) LOTS IN HALLETT

(4) 9500 EAST 51st
TULSA, OKLAHOMA

(5) 9100 SOUTH MEMORIAL
TULSA, OKLAHOMA

I, Don E. Austin, Court Clerk in and for Tulsa County, State of Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of the original instrument as the same appears of record in the Clerk's Office of Tulsa County, Oklahoma.

Witness my hand and seal this 8 day of Dec 12 8:5

Don E. Austin
Court Clerk

By _____ Deputy

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7267 PAGE 892

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

27.00 MISC.
CHECK 27.00-
9|04A06/15/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 93403