Map 83-G-
Parcel 104

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES ROGERS RODEN )

vs. )

PATRICIA ELAINE RODEN )

No. 87D-1404

FINAL DECREE OF DIVORCE

BOOK 7310 PAGE 946

This cause came to be heard on the 28th of July, 1987, before the Honorable James Everett, Jr. Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for Divorce, motions by the Plaintiff to withdraw his grounds of cruel and inhuman treatment and motions by the Defendant to withdraw her Answer, testimony of the Plaintiff and the entire record, from all of which the Court finds that the Plaintiff should be awarded a divorce on the grounds of irreconcilable differences and affirmatively finds that the Marital Dissolution Agreement entered into by and between the parties is a fair and equitable division of the marital property, that the parties have made an adequate and sufficient provision by written agreement for the equitable settlement of any property rights between them and that it adequately provides for the support and maintenance of the minor child.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that James Rogers Roden shall be and hereby is awarded an absolute divorce from Patricia Elaine Roden on the grounds of irreconciable differences pursuant to T.C.A. Section 36-4-103(b).

IT IS FURTHER ORDERED that the Marital Dissolution Agreement shall be and hereby is approved, including the Addendum to the Marital Dissolution Agreement, and made an order of this Court, which Marital Dissolution Agreement is hereby set forth as follows:

RUSH

JUL 30 12 14 AM '87

IRENE Z WILSON REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

50893

MARITAL DISSOLUTION AGREEMENT

This Agreement is entered into between JAMES ROGERS RODEN, hereinafter referred to as "Husband," presently residing in Nashville, Davidson County, Tennessee and PATRICIA ELAINE RODEN, hereinafter referred to as "Wife," presently residing in Nashville, Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, Husband and Wife were married on April 30, 1974, in Hartsville, Montgomery County, Tennessee; and

WHEREAS, one child has borne of the marriage, James Patrick Roden, born December 15, 1977; and

WHEREAS, certain differences have arisen and a divorce action has been filed by Husband in the Probate Court for Davidson County, Tennessee, Docket No. 87D-1404; and

WHEREAS, Husband and Wife desire to settle their rights and interests regarding disposition of their real and personal property, subject to any Court approval that may be required; and

NOW, THEREFORE, the parties for and in consideration of the mutual promises contained in this Agreement as evidenced by their signatures hereto, contract and agree as follows:

1. CUSTODY AND VISITATION. The parties shall have joint custody of the minor child James Patrick Roden with the minor child to reside with the Husband. Wife shall be entitled to visitation with the parties' minor child every other weekend from Friday at 5:00 p.m. until Sunday at 5:00 p.m. Wife shall be entitled to any other visitation as is mutually agreeable between the parties and as set out in the attached Addendum. This visitation schedule shall continue until the minor child reaches the age of 18.

2. CHILD SUPPORT. Wife shall be responsible for one-half of minor child's dental or opthalmological expenses not covered by insurance and for his clothing.

Husband claims the minor child as a dependent for purposes of filing his income tax return.

3. ALIMONY. The parties agree that there will be no maintenance or support obligation each to the other except those set forth herein.

4. PERSONAL PROPERTY.

(1) It is agreed the Wife shall keep the following personal property:

D.E.R. J.R.R.

Utensils and two televisions
Living Room Furniture; ELECTRIC CLOCK; BREAKFAST FURNITURE.
Bedroom furniture from the parties' bedroom including ANTIQUE DRESSER
Everything on Walls except 2 Antique Pictures and 2 Oil Lamps
Area throw rugs; STONE CHURN; CANOPY BEDROOM FURNITURE
V.C.R. & Dryer and Wife shall assume all liability for payment of any outstanding obligation owed for the purchase of (Husband shall secure the VCR from the pawnshop at his expense) such items/and shall hold Husband harmless for payment thereof. To the extent that Husband is not held harmless he shall have judgment against Wife for all amounts he pays, plus his reasonable attorney fees and costs.

(2) It is agreed that Husband shall keep any remaining personal property, furniture (including the parties' minor child's furniture) identified in the attached addendum at 212 Chapel Avenue, Nashville, Davidson County, Tennessee, not listed above. Husband shall have one television set in good working condition.

5. REAL ESTATE. Wife quitclaims to Husband all right, title and interest she may /have to the real estate located at 212 Chapel Avenue, Nashville, Tennessee 37206. Wife shall and hereby does/convey, quitclaim, transfer and assign to Husband all right, title and interest that she may have to the real property located at 212 Chapel Avenue, Nashville, Davidson County, Tennessee, as more fully described as follows:

> Being Lot No. 53 on the Plan of Beaumont Place, of record in Book 332, page 38, Register's Office for said County.
>
> Said Lot No. 53 fronts 50 feet on the east side of Chapel Avenue, formerly Hunter Avenue, and runs back between parallel lines 150 feet to an alley.
>
> Being the same property conveyed to James M. Roden and wife, Nellie May Roden, by deed from William F. Lee, et us, of record in Book 4022, Page 80, Register's Office for Davidson County, Tennessee the said James M. Roden having since died.

Husband shall be liable for any outstanding debt owed against said real property. Husband will pay to Wife the sum of $ 12,500.00 within 30 days from the date of the divorce decree.

Wife shall have an additional thirty (30) days after receipt of the $12,500.00 to move out of the homeplace.

6. AUTOMOBILES.

(A) Husband quitclaims to Wife all right, title and interest which he may have to the 1987 Daytona and shall execute any documents necessary to transfer title to Wife and Wife shall assume sole liability for the outstanding indebtedness to said automobile and shall hold Husband harmless for payment thereof. To the extent that Husband is not held harmless he shall have judgment against the Wife for all amounts he pays, plus his reasonable attorney fees and costs.

(b) Wife quitclaims to Husband all right, title and interest which she may have to the 1974 Chevrolet and shall execute any documents, necessary to transfer title to Husband.

7. INSURANCE. Husband shall maintain major medical and hospitalization insurance coverage for the benefit of the parties' minor child. In the event that any medical, dental, or opthalmological expenses for any child are not covered by such insurance, the parties the costs will be split equally for payment of such expenses. Husband shall maintain health insurance coverage for Wife until she gets coverage but in no event shall Husband be responsible for such coverage 180 days from the date of the Decree of Divorce

8. RETIREMENT AND PENSION. Husband shall have ownership to any and all pension and retirement plans to which he may be entitled free and clear of any claims by Wife.

9. DEBTS. Husband shall be liable for those debts and obligations which he has agreed to pay in the foregoing paragraphs. Wife shall be liable for her car note, the obligations owed for the furniture and appliances, the loans from Allstate Finance Company and any other finance companies where wife has borrowed money. Each party shall pay all debts incurred by him or her after the entry of the final decree and will indemnify the other party against liability therefor.

10. ATTORNEY'S FEES. Each party shall be solely responsible for his or her respective attorney's fees. Husband shall be solely responsible for any Court costs incurred in this cause.

11. ADDITIONAL INSTRUMENTS: Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party, any and all further instruments, including endorsements, automobile titles, quitclaim deeds or other documents, that may be reasonably required to give full force and effect to the provisions of this Agreement.

12. GENERAL TERMS:

A. It is understood between Husband and Wife that each party is entitled to retain those items of real and personal property as set out in this Agreement and each waives any claim to the real or personal property of the other party.

B. The parties agree that this Agreement shall in no way prohibit either party from defending in any suit for a divorce. It is further agreed that in the event a divorce is granted, this instrument shall be incorporated in the Final Divorce Decree, subject to the approval of the Court.

C. The parties agree that this instrument shall be a final settlement of the property rights of the respective parties and is a full discharge of Husband from any and all claims arising out of the marital relationship. Each party hereby waives and relinquishes to the other party all rights or claims which he or she may have or hereafter acquire under the law of any jurisdiction to the other's property, including without limitation, statutory allowance, homestead rights, rights to take against the will of the other, inheritance, descent or distribution and the right to act as Administrator or Executor of the other's estate. This instrument applies to all the property now owned by the parties, either jointly or individually or any property which either of them may acquire in the future.

D. This Agreement shall be binding upon and inure to the benefit of the parties and their personal representatives, heirs and assigns. Both parties acknowledge that this Agreement is entered into without undue influence,

fraud or misrepresentation. Both parties agree that the provisions are fair and equitable and that they understand the terms set out herein. Both parties acknowledge that they have fully discussed all the provisions and have participated in the negotiations. Each party voluntarily entered into this Agreement and agrees to all of the terms set forth above. The parties understand and agree that this instrument shall in no way be construed as an agreement to obtain a divorce or to prevent one party from obtaining a divorce against the other.

13. EFFECTIVE DATE. This agreement shall become effective as of the date of its execution.

IN WITNESS WHEREOF, the parties have read this Agreement, know its contents, and have signed and executed this Agreement on the 28 day of July, 1987.

James Rogers Roden
JAMES ROGERS RODEN

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Sworn to and subscribed before me this 28 day of July, 1987.

Dorothy Lackey
NOTARY PUBLIC

My Commission Expires: 4-17-88

Patricia Elaine Roden
PATRICIA ELAINE RODEN

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Sworn to and subscribed before me this 28 day of July, 1987.

Dorothy Lackey
NOTARY PUBLIC

My Commission Expires: 4-17-88

ADDENDUM TO MARITAL DISSOLUTTION AGREEMENT
BETWEEN JAMES ROGERS RODEN AND PATRICIA ELAINE
RODEN, DOCKET NO. 87D-1404

A. VISITATION: Wife shall have visitation on alternate holidays, except Christmas. At Christmas, Husband shall have the minor child until December 25 at 10:00 a.m. and thereafter, Wife shall have the minor child until the school vacation ends. Wife shall have visitation with the minor child during the month of August each year and Husband shall have visitation every other weekend from Friday at 5:00 p.m. until Sunday at 5:00 p.m. during the month of August.

PER AGREE B. PERSONAL PROPERTY: Husband shall keep the dining room furniture, ~~the canopy bedroom furniture~~, antique dresser from his mother, ~~electric clock on the mantle~~, antique oil lamps, ~~breakfast furniture and the stone churn.~~

The parties agree that this Addendum shall be included in the Marital Dissolution Agreement entered into on July 28, 1987.

IN WITNESS WHEREOF, the parties have read this Addendum, know its contents and have signed and executed this Addendum on this __ day of July, 1987.

James Rogers Roden
JAMES ROGERS RODEN

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Sworn to and subscribed before me this 28 day of July, 1987.

Dorothy Lacey
Notary Public
My Commission expires: 4-17-88

Patricia Elaine Roden
PATRICIA ELAINE RODEN

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 28 day of July, 1987.

Dorothy Lacey
Notary Public

4-17-88
My Commission expires:

The current addresses of the parties are:

James Rogers Roden
212 Chapel Avenue
Nashville, Tennesee

Patricia Elaine Roden
212 Roden Avenue
Nashville, Tn

The Plaintiff shall be liable for all court costs incurred in this cause for which execution may issue.

Entered this the 28 day of July, 1987.

JUDGE JAMES EVERETT, JR.

APPROVED FOR ENTRY:

Carol L. McCoy, Attorney for Plaintiff

Ralph Gordon, Attorney for Defendant

# 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* PROBATE ~~XXXXX~~ *Court for Davidson County, Tennessee, on the* 28TH *day of* JULY, *19* 87, *in Case Number* 87D-1404 *between* JAMES ROGERS RODEN *Plaintiff, and* PATRICIA ELAINE GRIMES RODEN *Defendant, as same remains of record in Book* 37C, *Page* 2148 *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* 30TH *day of* JULY *in the year one thousand nine hundred and* EIGHTY-SEVEN *and in the* 211TH *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* Dot Lackey *D.C.*

**Form #GR-117**