Map and Parcel Numbers are: 161-07, 17, 6DU-63530

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DIANE MCMAHAN

Plaintiff

vs.

ROBERT MCMAHAN,

Defendant

86D-2669

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FINAL DECREE OF DIVORCE

This cause came to be heard on the 19th day of June, 1987, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce filed by Complainant, testimony of Complainant, submission to the Court of a written Property Settlement Agreement heretofore signed by the parties, statements of counsel for both parties in open court and the entire record in this cause. From all of which the Court finds that husband's current address is 210 South Overseas Highway, Key Largo, Florida, and further finds that the parties have suffered irreconcilable differences in their marriage pursuant to TCA Section 36-4-101(11).

It is therefore ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are hereby forever and perpetually dissolved and the Complainant, Diane McMahan, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED and the Court affirmatively finds that the parties have made adequate and equitable division of the marital properties and adequate provisions for the care and custody of the minor child and the Property Settlement Agreement heretofore signed by the parties is approved by the Court. The Court further directs that the child support payment cannot be prorated or otherwise adjusted without the specific consent of this Court. The Property Settlement Agreement is incorporated herein as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Petition for Absolute Divorce filed by Diane McMahan, hereinafter referred to as "Wife," against Robert McMahan, hereinafter referred to as "Husband," under Docket Number 86D-2669; and

WHEREAS, the parties are presently living separate and apart and desire to tender this Property Settlement to the Court for approval in the event a Decree of Divorce is granted in this cause; and

WHEREAS, these parties have been advised of their respective rights and responsibilities, one to the other.

NOW THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Consideration: The consideration for this Agreement is the mutual promises and agreements herein contained.

2. No Interference: Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

3. Trial: Wife shall proceed to trial to obtain an Absolute Divorce upon the grounds of irreconcilable differences.

4. Waiver of Service of Process and Venue: Husband, by his signature on this agreement waives personal service of process and submits himself to the jurisdiction of the Circuit Court of

Davidson County. He further waives any objection which he may have to the venue of this action and agrees that the Circuit Court for Davidson County shall have venue over husband for this action

5. Children: The parties acknowledge that husband adopted wife's minor child after the parties were married. Wife shall have custody of said child, subject to reasonable rights of visitation to husband.

6. Child Support: Husband shall pay the sum of $75.00 per week directly to wife for the support and maintenance of the minor child. Husband shall also maintain medical insurance on child, if same can be obtained at an affordable price as determined by Husband/ In addition, the parties will equally divide any medical, dental, eyeglass or orthodontic expenses not covered by insurance.

7. Real Property: The parties acknowledge that they are owners of certain real property located in Nashville, Davidson County, Tennessee, at 5124 Hilson Road. Title to said property is divested from husband and vested solely in wife as her sole and separate property. In addition, wife shall hold husband harmless and indemnify him as to any mortgages or other liens or encumbrances against the party. Husband shall receive, as his sole and separate property, the parties' real property located in the state of Florida and shall hold wife harmless as to any indebtedness secured by said property.

8. Personal Property: Each party is awarded whatever personal property is in his or her possession.

9. Alimony and Attorney's Fees: Each party waives any claim for alimony which he or she may have against the other

party, and each party agrees to be responsible for the payment of his or her attorney.

~~In Court Costs: Husband will pay any unpaid court costs.~~

11. Additional Instruments: It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party will willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

12. Voluntary Acceptance: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel, and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily; and that it is not the result of any duress or undue influence.

It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights and claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, courtesy, statutory allowance, homestead rights, rights to take gainst the will of other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Wife and Husband individually or jointly, or any part that either of them may acquire in the future. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their estates, personal representatives, heirs and assigns.

13. Entire Agreement: This Agreement contains the entire understanding of the parties, and there are no representations, warranties or promises other than those expressly set forth herein. The parties further acknowledge that this Agreement may be altered, amended or cancelled only by an instrument in writing signed by each of the parties.

WITNESS my hand, this 18 day of June, 1987, as to the Wife, and this 26th day of May, 1987, as to the Husband.

Diane McMahan

Robert I. McMahan

STATE OF TENNESSEE)
COUNTY OF Davidson)

On this the 18th day of June, 1987, before me, the undersigned officer, personally appeared DIANE MCMAHAN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC
My Commission Expires : 10-24-87

FLORIDA
STATE OF ~~TENNESSEE~~)
COUNTY OF MONROE)

On this the 26 day of May, 1987, before me, the undersigned officer, personally appeared ROBERT I. MCMAHAN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Carrie Wayne Douglas
NOTARY PUBLIC
My Commission Expires : _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 28,1991
BONDED THRU GENERAL INS. UND.

It is hereby ORDERED, ADJUDGED and DECREED that title to the parties real property located at 5124 Hilson Drive, Nashville, Davidson County, Tennessee, is divested from husband and vested in wife as her sole and separate property. The property is more particularly described as follows:

> Being Lot No. 31 on the Plan of McMurray Woods, Section II, as of record in Book 3300, page 17, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Allen Pitts Hearn and wife, Joe Ann P. Hearn by deed from Kenneth E. Newton and wife, Jewell D. Newton, of record in Book 4303, page 927, Register's Office for Davidson County, Tennessee, the said Allen Pitts Hearn having since died, leaving as his sole heir at law, Joe Ann P. Hearn.
>
> Being the same property conveyed to Robert I. McMahan and wife, Teresa M. McMahan, of record in Book 6352, page 886, Register's Office for Davidson County, Tennessee.

It is further ordered that the Agreement incorporated herein is the judgment of the Court, and the costs of this cause are taxed to the wife, for which execution may issue.

Enter this 26th day of June, 1987.

JUDGE

APPROVED FOR ENTRY:

MILAM & STRAIN

Steven H. Strain
Attorney for plaintiff
Suite 106, 2400 Crestmoor Road
Nashville, TN 37215

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing FinalDecree of Divorce has been mailed to Mr. Dominic Cianciolo, 102 900 Overseas Highway, Key Largo, FL 33037, this 25th day of June, 1987.

Steven H. Strain

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IDENTIFI REFERENCE

AUG 27 12 33 PM '87

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

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* 29th *day of* June, *19* 87, *in Case Number* 86D-2669 *between* Diane McMahon *Plaintiff, and* Robert McMahon *Defendant, as same remains of record in Book* 162B, *Page* 1122 *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* 27th *day of* August *in the year one thousand nine hundred and* eighty-seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117