IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ELLEN DENISE ANDRE *

VS. * NO. 87D-643

DANIEL GATES ANDRE *

FINAL DECREE

This cause came on to be heard on July 24, 1987 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon original Complaint for absolute divorce filed by wife and after testimony of wife and introduction of the agreement entered into by and between the parties, the Court was of the opinion that the allegations had been fully sustained, that is, that the parties have irreconcilable differences and that wife should be granted an absolute divorce on the ground of irreconcilable differences.

It is therefore ORDERED by the Court that wife be and she is hereby granted an absolute divorce on the ground of irreconcilable differences and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

It is further ORDERED by the Court that the marital dissolution agreement entered into by and between the parties is approved and is affirmatively found by the Court to make for an equitable settlement of the parties' property rights. Said agreement is made a part of this Final Decree and reads in words and figures as follows:

68942

IDENTIFICATION REFERENCE

SEP 28 8 56 AM '87

DAVIDSON COUNTY, TN

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ELLEN DENISE ANDRE :

vs. : No. 87D-643

DANIEL GATES ANDRE :

MARITAL DISSOLUTION AGREEMENT

In this cause it appears to the Court that wife has filed a complaint for absolute divorce and that the parties are desirous of settling their property rights all subject to the approval and sanction of the Court, and should the court see fit to grant wife an absolute divorce in this cause, the parties have agreed as follows:

1. The parties will sell their home and out of the proceeds of the sale pay all outstanding indebtedness including charge cards, her automobile and any other indebtedness that the parties have. Thereafter, they will divide the balance on a 50-50 basis. Wife will continue to live in the home until such time as it is sold and between now and the time the house is sold, the parties will divide all household expenses and other bills on an equal basis, including but not limited to the housenote, utilities, taxes, insurance, upkeep, charge cards, etc. Wife will pay for all of the indebtedness and husband will immediately reimburse her.

2. The household furniture has already been divided between the parties. Husband will take all of those items listed on the attached list called Exhibit A and wife will have all right, title and interest to the balance of the household furniture, furnishings and fixtures.

3. Husband will have all right, title and interest to the 1981 Subaru automobile.

4. Wife will have all right, title and interest to the 1984 Delta Oldsmobile automobile.

5. The parties own a business known as Cisco Mexican Foods. Husband will have the right to sell this business and pay off all indebtedness on the business. In addition thereto, husband will hold wife harmless from any and all indebtedness in connected with the business and will give her an accounting after the sale as to the sale price and the payment of all indebtedness.

6. The parties will divide on an equal basis the tax refund check in the amount of $2,763.00.

7. The parties will divide the joint savings account which be approximately $800.00 each.

8. Until the house is sold, both parties agree that they will keep in full force and effect the life insurance that they have on their life where the other is the beneficiary.

9. The parties will divide any additional court costs on an equal basis.

10. Both parties agree that this agreement makes for an equitable settlement of the parties property rights.

11. Each party will sign any memorandum, paper, writing, deed, title or written instrument in order to carry out the terms of this Agreement.

12. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of husband and wife from all other claims arising out of their marital relations and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver or dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by husband and wife and any property that either of them may acquire in the future.

The wife and husband both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

13. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 9th day of July, 1987 as to the Wife and on the 2nd day of July, 1987 as to the Husband.

Ellen Denise André
ELLEN DENISE ANDRE

Daniel Gates Andre
DANIEL GATES ANDRE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named ELLEN DENISE ANDRE, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 9th day of July 1987.

Pam K Hazlewood
NOTARY PUBLIC

My Commission Expires: 1-19-88

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named DANIEL GATES ANDRE, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 2nd day of July 1987.

Melissa A. Ray
NOTARY PUBLIC

My Commission Expires: 12/30/90

EXHIBIT A

PROPERTY TO BE AWARDED HUSBAND
OUT OF THE HOUSE

Oak Table
Silverplate Flatware
Tablecloth
Pottery
Art Work
Coffee Table
Zenith T.V.
Dishes - White
Rec Room Sofa
Desk
Subaru
Den Sofa
Canvas Chair with Ottoman
Dhurry Rug
Microwave
Vacuum Cleaner
Mikasa
Brass Lamp
Oak Hutch
1/2 sheets
1/2 towels

It is further ORDERED by the Court that the real property now owned by the parties as tenants in common is described in words and figures as follows:

> Land in Davidson county, Tennessee, being Lot 202 on the plan of Oak Hill Estates, Section One, of record in Book 3700, Pages 118, 119 and 120, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Gary G. Harber by Deed from Linda Harber of record in Book 5909, Page 654, said Register's Office for Davidson County, Tennessee. Cynthia HArber joins in this conveyance for the purpose of granting any interest she might have in the property.
>
> This conveyance is made subject to the matters as shown on the plan of record in book 3700, pages 118, 119 and 120, subject to the restrictions and conditions contained in the covenants of record in Book 4122, page 739; and subject to those zoning and code regulations that may be in effect at the time of conveyance.
>
> Subject to the 1985 taxes, which have been prorated and assumed by the grantees.
>
> Being the same property conveyed to Daniel G. Andre and wife, Ellen D. Andre on June 7, 1985 from Gary G. Harber and wife, Cynthia Harber, as of record in Deed Book 6580, Page 499, register's office of said county.

The address of husband is Arrowhead Drive, Brentwood, Tennessee and the address of wife is 5353 Forrest Acres Drive, Nashville, Tennessee.

ENTER: This 24th day of July, 1987.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
ATTORNEY FOR WIFE
First American Center
Nashville, TN 37238
244-5772

STEVE WALDRON by OBS by Agreement
ATTORNEY FOR HUSBAND
Main Street
Murfreesboro, TN 37130

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Mr. Steve Waldron, Attorney at Law, Main Street, Murfreesboro, TN 37130 this 24 day of July, 1987.

JACK A. BUTLER

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* 24th *day of* July, *19*87, *in Case Number* 87D-643 *between* Ellen Denise Andre *Plaintiff, and* Daniel Gates Andre *Defendant, as same remains of record in Book* 163A, *Page* 385 *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* 25th *day of* August *in the year one thousand nine hundred and* 87 *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117