117-8 Par 4 Js

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
SEP 2 1987
GEORGE L. ROOKER, Clerk
By A. Lovelock Deputy

BARBARA H. HACKETT,)
)
Plaintiff,)
)
VS.) NO. 86D-3633
)
JAMES R. TRUDEL,)
)
Defendant.)

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 2nd day of September, 1987, before the Honorable ~~James Everett~~ Mac Robinson, Spec. Judge upon the original complaint for absolute divorce, the marital dissolution agreement signed by the parties and the sworn testimony of the plaintiff from all of which the Court finds that there is an equitable settlement of the property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the marital dissolution agreement of the parties.

The Court further finds that the present addresses of the parties are as follows:

Ms. Hackett: 2515 Oakland Avenue, Nashville, Tennessee 37212

Mr. Trudel: 3129 Long Boulevard, Nashville, Tennessee 37203

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Barbara H. Hackett, be and hereby is awarded an absolute divorce from the defendant, James R. Trudel, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following marital dissolution agreement of the parties is approved by the Court, and is incorporated herein by reference, and made the Order of this Court.

Said agreement is, in words and figures, as follows:

79923

IDENTIFICATION REFERENCE

NOV 4 3 26 PM 1987

FELIX Z. WILSON, JR. REG. OFF.
DAVIDSON COUNTY, TN

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

BARBARA H. HACKETT,	)	
	)	
Plaintiff,	)	
	)	
VS.	)	NO. 86D-3633
	)	
JAMES R. TRUDEL,	)	
	)	
Defendant.	)	

MARRIAGE DISSOLUTION AGREEMENT

This Agreement is made between Barbara H. Hackett hereinafter called Ms. Hackett, and James R. Trudel, hereinafter called Mr. Trudel.

WITNESSETH:

WHEREAS, these parties have been married since March 24, 1985;

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce in which irreconcilable differences is alleged as a ground has been instituted in the Probate Court of Davidson County, Tennessee, and thay have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. PERSONAL PROPERTY. The parties have heretofore divided their personal property among themselves. All furniture, furnishings, personal effects, institutional and bank accounts, automobiles and all other personal property of Ms. Hackett shall be her sole and separate property. All furniture, furnishings, personal effects, institutional and bank accounts, automobiles and all other personal property of Mr. Trudel shall be his sole and separate property.

2. DEBTS. (A) It is agreed that Ms. Hackett will pay and continue to pay the mortgage debt to Citizens Bank, and the debt to Solar Energy Works, if any, said debt to be limited to the property located at 2515 Oakland Avenue, Nashville, Tennessee, and one-half of the debt to Carter Flooring. She shall hold Mr. Trudel harmless on said debts.

(B) It is agreed that Mr. Trudel will pay and continue to pay all other debts that were made during the marriage, prior to April 1, 1986, including but not limited to, all debts to First Tennessee Bank National Association, Metropolitan Federal, Solar Energy Works, if any, for any other work except for work at 2515 Oakland Avenue, Nashville, Tennessee, and one-half of the debt to Carter Flooring. Mr. Trudel shall hold Ms. Hackett harmless on any and all debts secured by these accounts.

3. REAL PROPERTY. (A) It is agreed that the house and lot titled in Mr. Trudel's and Ms. Hackett's names shall be vested solely in Mr. Trudel. Said property is located at 2930 Primrose Circle, Nashville, TN 37212, and is more specifically described in Book 6647, Page 37 of the Register of Deeds Office, Davidson County, Tennessee, to wit:

> LAND in Davidson County, Tennessee, being part of Lot No. 10, Bock "B", on the plan of Belmont Terrace Annex No. 4, of record in Book 874, page 97, Register's Office for said County.
>
> SAID Lot No. 10 fronts 59.7 feet on the southwesterly margin of Primrose Circle and extends back 116.4 feet on the southeasterly line and 108.1 feet on the northwesterly line to the northeasterly margin of I-440, a controlled access Highway, measuring 71.1 feet thereon.
>
> BEING part of the same property conveyed to James Rudolph Trudel and Barbara H. Hackett by deed from Azora Ruth Hemminger of record in Book 6647, Page 37, Register's Office of Davidson County, Tennessee.

Mr. Trudel shall pay the mortgage on said property to First Tennessee Bank National Association and and all other debts regarding said property and shall hold Ms. Hackett harmless on the same.

(B) It is agreed that the house and lot titled in Ms. Hackett's name shall remain solely vested in Ms. Hackett. Said property is located at 2515 Oakland Avenue, Nashville, Tennessee, 37212, and is more specifically described in Book 4609, Page 286, and Book 6413, Page 815 of the Register of Deeds Office, Davidson County, Tennessee, some of said property having been as specifically described in Book 7081, page 216 Register of Deeds Office, Davidson County, Tennessee.

Ms. Hackett shall pay the mortgage on said property to Citizens Bank and shall hold Mr. Trudel harmless on the same.

(C) It is agreed that the following real property in Mr. Trudel's name shall remain vested in Mr. Trudel. Said property is located at:

1) 3534 Central Avenue, Nashville, Tennessee, and is specifically described in Book 4916, page 433 of the Register of Deeds Office, Davidson County, Tennessee.

2) 3129 Long Boulevard, Nashville, Tennessee, and is specifically described in Book 5306, page 506, of the Register of Deeds Office, Davidson County, Tennessee.

3) 3207 West End Circle, Nashville, Tennessee, and is specifically described in Book 5240, page 67, of the Register of Deeds Office, Davidson County, Tennessee.

4) 3122 Bellwood Avenue, Nashville, Tennessee, and is specifically described in Book 6125, page 927, of the Register of Deeds Office, Davidson County, Tennessee.

Mr. Trudel shall pay all debts on said property and shall hold Ms. Hackett harmless on the same.

4. ATTORNEY'S FEES. Mr. Trudel shall pay Ms. Hackett one-half of her cost for attorneys fees, which is $400.00, which shall be paid on or before October 15, 1987, or within (6) days after the closing on the real estate located at 3534 Central Avenue, Nashville, Tennessee, whichever occurs first, for which execution may issue if necessary.

5. COURT COSTS. Any costs of the Court incurred as a result of the pending action for absolute divorce shall be paid equally by the parties.

6. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

7. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Probate Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

8. 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 or 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 make the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

9. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BARBARA H. HACKETT

Subscribed and sworn to before me this 24 day of Aug., 1987.

NOTARY PUBLIC

My Commission Expires: 5-2-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

JAMES R. TRUDEL

Subscribed and sworn to before me this 28th day of August, 1987.

NOTARY PUBLIC

My Commission Expires: 1-19-88

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are to be split between the parties equally for which execution may issue, if necessary.

ENTERED this the 2nd day of September, 1987.

JUDGE

Prepared by:

Margaret L. Behm
SHIPLEY & BEHM
306 Gay Street
206 Realtor's Building
Nashville, TN 37201

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been ~~hand delivered~~ mailed ~~mailed, postage prepaid,~~ to Mr. James R. Trudel, 3129 Long Boulevard, Nashville, TN 37203, this the 2nd day of September, 1987.

Margaret L. Behm

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 ~~Circuit~~ *Court for Davidson County, Tennessee, on the* second *day of* September, 19 87, *in Case Number* 86D-3633 *between* BARBARA H. HACKETT, *Plaintiff, and* JAMES R. TRUDEL, *Defendant, as same remains of record in Book* 38B, *Page* 976 *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* fourth *day of* November *in the year one thousand nine hundred and* eighty-seven *and in the* two hundred twelfth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By V. L. Lowland *D.C.*