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GEORGE L. ACKER, CLERK
D. Murdock

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

RHONDA K. BRYANT)
)
vs.) NO. 87D-3015
)
TRAVIS L. BRYANT)

Map 105-5
Par 565

FINAL DECREE

BOOK 7399 PAGE 288

This cause came on to be heard on the 4th day of November, 1987, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement, which provides for the division of the parties' respective rights and interests in all jointly-owned property, and apportionment of the parties' debts; and upon all the pleadings, from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Marital Dissolution Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts, and should be approved; and that the sixty day waiting period as required by law has elapsed;

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, **RHONDA K. BRYANT**, be and is hereby awarded an absolute divorce from the Defendant, that she is hereby restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony existing between the parties are perpetually dissolved;

The Marital Dissolution Agreement is hereby approved by the Court and each and every provision of said Agreement is hereby made the Decree of the Court in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into between **Rhonda K. Bryant**, hereinafter referred to as "Wife" and **Travis L. Bryant**, hereinafter referred to as "Husband":

W I T N E S S E T H:

WHEREAS, the parties hereto are Husband and Wife, having been married on July 18, 1981, and there are no children of said marriage.

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship, and **Rhonda K. Bryant** has a divorce action pending against **Travis L. Bryant** in the Probate Court for Davidson County, Tennessee, and it is the desire of both parties to finally and for all time to determine and settle their property rights, all dower and homestead rights, and all other rights of whatever description existing between the parties arising out of the marital relationship.

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

VEHICLES

1. The Husband shall receive the 1972 Lincoln Vehicle and the pickup truck with all right, title and interest in and to said vehicle divested from the Wife and vested in the Husband. The Wife shall receive the 1978 Camaro Vehicle with all right, title and interest in and to said vehicle divested from the Husband and vested in the Wife. Each party agrees to execute whatever instruments are necessary to convey title of said automobiles to the other party.

REAL ESTATE

2. The parties own real property situated at 1701 14th Avenue, South, Nashville, Tennessee 37212 and more fully

described as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of Lot No. 1, Section 122, Edgehill Estates, of record in Book 5190, page 412, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Travis L. Bryant and wife, Rhonda K. Bryant, by deed from Union Financial Corporation, of record in Book 5804, page 600, Register's Office for Davidson County, Tennessee.

The Wife shall receive all right, title and interest in and to said real property and all interest and title of Husband in and to said property shall be divested from the Husband and vested in the Wife. Husband agrees to execute whatever instruments are necessary to convey all right, title and interest to said property to Wife. Wife shall assume sole responsibility to Metropollitan Federal Savings & Loan and hold the Husband harmless from any liability therefor. Husband shall have a judgment against the Wife in the sum of $3,150.00, representing Husband's equitable interest in said real estate, which judgment shall consstitute a lien against the said property until satisfied in full. The Husband shall not execute on said lien until October 1, 1991 or until sale of the property by the Wife, whichever event shall first occur. In the event the Wife elects to sell the home prior to or on October 1, 1991, the Husband shall have the first option to purchase the home upon the following: The Wife shall provide an appraisal to the Husband and the Husband shall exercise said option within 30 days from the date of said notice.

HOUSEHOLD FURNISHINGS

3. The Wife shall receive the parties' household goods and furnishings which are currently in the possession of Wife and owned by her prior to the parties' marriage or purchased by her during the marriage, and the proceeds of the joint bank account. The Husband shall receive the parties' household furnishings and household goods which are currently in the possession of the Husband.

4. Each party shall receive his or her clothing and personal effects.

DEBTS

5. The Wife shall be solely responsible for all debts in her separate name and the debt owing to Educators Credit Union presently paid by payroll deduction and the Husband shall be solely responsible for all debts in his separate name. The parties acknowledge that except for the home mortgage and Educators Credit Union loan heretofore mentioned there are no joint debts between them.

ATTORNEYS FEES AND COSTS

6. The Husband and Wife shall be responsible for their respective attorney's fees incurred in the dissolution of their marriage and shall share equally any court costs which may become due as a part of divorce proceedings.

MISCELLANEOUS

7. 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 that may be reasonably required to give full force and effect to the provisions of this Agreement. The parties agree that if either of them is hereafter granted a divorce, either party may incorporate the present Agreement in the divorce decree to become enforceable by order of the Court.

8. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement of agreement of the property rights of the respective parties hereto and is a full discharge of Husband from all other obligations to support Wife, and a discharge from all other claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, right to act as administrator or executor of the other's estate and this Agreement applies to all other property

now owned by Husband and Wife, or any property that either of them acquire in the future.

9. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any debt mentioned in this Agreement or any future debt of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of any amount paid, including interest and legal expense, if any.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

11. It is further understood and agreed by and between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the date below written.

11-4-87
DATE

Rhonda K. Bryant
RHONDA K. BRYANT

11-4-87
DATE

Travis L. Bryant
TRAVIS L. BRYANT

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause, be and are hereby taxed against the Plaintiff and the Defendant equally.

It is finally ORDERED that execution may issue to enforce any of the provisions of this Decree.

Entered this 4th day of November, 1987.

JUDGE

APPROVED FOR ENTRY:

Karen Cain

KAREN CAIN
Attorney for Plaintiff
306 Gay Street, Suite 304
Nashville, Tennessee 37201
(615) 256-2806

CERTIFICATE OF SERVICE

I hereby certify that I hand-delivered a true and exact copy of the foregoing Final Decree to Mr. William N. Ligon, Attorney for Defendant, on this 4th day of November, 1987.

Karen Cain

KAREN CAIN

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IDENTIFICATION REFERENCE

Nov 9 2 38 PM '87

DAVIDSON COUNTY, TN

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* 4th *day of* November, *19* 87, *in Case Number* 87D-3015 *between* Rhonda K. Bryant *Plaintiff, and* Travis L. Bryant *Defendant, as same remains of record in Book* 39A, *Page* 592 *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* 9th *day of* November *in the year one thousand nine hundred and* eighty-seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Karen Booker *D.C.*

Form #GR-117