406/1342

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

DONNA B. McLEAN,
Plaintiff,
SSN [redacted]-9802,

vs.

THURMAN T. McLEAN, JR.,
Defendant,
SSN [redacted]-3974

Map 161-11
Par 61 1st

Docket No. 87D-4033

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IDENTIFICATION REFERENCE
FEB 5 12 31 PM '88
FELIX Z. WILSON, JR. REGISTER
DAVIDSON COUNTY, TN

0.30.8.1.

FINAL DECREE

This cause came on to be heard on the second day of February, 1988, before the Honorable J. R. Cumm Jr., Judge, upon the complaint for divorce filed by the plaintiff, relying upon the grounds of irreconcilable differences, pursuant to Tennessee Code Annotated, § 36-4-101(11). The parties have entered into a written notarized Marital Dissolution Agreement making specific reference to this divorce action, which has been filed with this Court; therefore, service of process was not required.

This cause came further to be heard upon the testimony of the plainriff in open Court and upon the entire record in this cause, from all of which the Court finds as follows: That the Court has jurisdiction over the parties; that the venue is properly Davidson County; that irreconcilable differences have developed between the parties; that the plaintiff is entitled to a divorce on the grounds of irreconcilable differences; and that the Marital Dissolution Agreement is fair and equitable.

The Court further finds that there has been full compliance with the law regarding the granting of a divorce on the grounds of irreconcilable differences, that the Court having fully heard and understood the agreement of the parties and having ascertained that it is fully understood by the parties, and being of the opinion that said agreement ought to be ratified, confirmed and incorporated into this decree.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by this Court that the parties to this cause be and hereby are granted an absolute divorce and that the bonds of matrimony heretofore subsisting and existing between the parties be and hereby are absolutely and forever dissolved and the parties are restored to all the rights and all the privileges of single or unmarried persons

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by this Court that the Marital Dissolution Agreement entered into by the parties be and the same hereby is fully ratified and confirmed in all its provisions and is hereby made a part of this decree. This agreement may be enforced in all of its provisions as any other equitable decree. The parties are hereby ORDERED to abide by said agreement and all of its provisions. The Marital Dissolution Agreement is set forth as follows:

Donna B. McLean

Plaintiff

Social Security No. [redacted]-9802

vs.

Thurman T. McLean, Jr.

Defendant

Social Security No. [redacted]-3974

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1987 NOV 24 AM 11:02 [illegible]

[illegible] L. BOOKER, CLERK

[illegible] D.C.

IN THE [illegible] COURT FOR DAVIDSON COUNTY, TENNESSEE

DOCKET NO. 87D-4033

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into by and between DONNA B. McLEAN, hereinafter referred to as "Donna" and Thurman T. McLean, Jr., hereinafter referred to as "Thurman".

WITNESSETH:

WHEREAS, parties hereto have pending between them divorce proceedings and are desirous of amicably settling their property matters between them and do hereby stipulate and agree as follows:

1. Parties may and shall hereafter live separate and apart, each free from dominion, restraint, and control by each other, whether direct or indirect, as fully as if unmarried. Each may hereafter reside at such place as he/she selects.

2. Parties have no children between them, and agree that neither party shall pay any alimony or support of any kind to the other.

3. Parties agree that each shall pay all debts incurred by him or her after September 30, 1987, and to indemnify each other against liability for any debts so incurred.

4. The parties currently possess jointly a 1984 Nissan Stanza. It is agreed that Thurman will have the Nissan Stanza and will make all payments and pay all costs

attendant to keeping same in use. The parties agree to execute and deliver all instruments necessary for transfer of ownership provided for herein, including certificates of title.

5. Donna agrees that all her interest in the property described in this paragraph shall be divested out of her and vested in Thurman. This property is described as being Lot No. 369 on the Plan of Huntington Park - Section 3, which is of record in book 4460, page 68, Register's Office for Davidson County, Tennessee. The same property conveyed to Charles Hall, Trustee, by a subordinate deed of trust in Book 7074, page 756, Register's Office for Davidson County, Tennessee.

6. Donna agrees that all her interest in the property described in this paragraph shall be divested out of her and vested in Thurman. This property is described as being located in the 7th Civil District of Gibson County, Tennessee, described as beginning at a stake in the center of a drainage ditch on the south side of Sixth Street, which stake is south 87 degrees 0 minutes west 98 feet from John A. Echols' northeast corner; runs thence south 1 degree 0 minutes east 8.75 feet, which is Echols' most northerly northwest corner: continues thence south 1 degree 0 minutes east 93.75 feet to a stake which is the southeast corner of this lot: runs thence south 88 degrees 17 minutes west 82 feet to a stake which is the southwest corner of this lot: runs thence north 1 degree 3 minutes west 8.75 feet to a stake in the center of a drainage ditch on the south side of Sixth Street: runs thence north 87 degrees 0 minutes east 82 feet to the point of beginning. This being part of the same property conveyed to Charles Hall, Trustee, by a subordinate deed of trust as recorded in Official Record Book Volume 282, page 439 in the Register's Office of Gibson County, Tennessee.

7.It is agreed that Thurman will assume all liability for payments on the note secured by the mortgages on the property described in paragraphs #5 and #6 in this document, and for all property taxes on this property.

8. It is agreed that Thurman will pay the balance owing to Third National Bank for the following student loans of Donna:

(a) acct. # 001-41-5214-176478, as of September 30, 1987, 42 monthly payments of $51.22 remaining;

(b) acct. # 001-41-5214-156145, as of September 30, 1987, 11 monthly payments of $51.00 remaining.

9. It is agreed that Thurman will assume the liability, and pay the balance of the note at the Tennessee Workers Credit Union secured by a second mortgage on the property described in paragraphs #5 and #6 of this document for the purpose purchasing the Decorating Den franchise. The balance of said note as of September 30, 1987 being approximately $19,046.

10. It is agreed that Donna will own solely "Donna B. McLean d/b/a Decorating Den", and will be solely responsible for all expenses. and any other liabilities incurred as a result of the operation of this business.

11. It is agreed that Thurman will pay the balance owing on the following accounts:

Creditor	Approximate balance as of 9/30/1987
1.American Airlines	$ 249.85
2.Visa-Third National	3123.91
3.Apple Credit	2131.62
4.Castner Knott	1068.61
5.Shell Oil	150.62
6.Levy's	157.00
7.Sears Roebuck	1340.06

12. It is agreed that Thurman will pay the balance owing to the to the Tennessee Workers Credit Union secured by the

1974 MG Midget which was approximately $1200 on September 30, 1987. This automobile is already titled to Donna, and no further transactions are necessary.

13. It is agreed that Thurman will pay the balance owing to the Tennessee Workers Credit Union secured by his signature which was approximately $2200 on September 30, 1987.

14. It is agreed that Donna will keep half of the sterling silver and all of the china.

15. It is agreed that Donna will keep the apple computer, printer, monitor, and all the software.

16. It is agreed that both parties will retain sole ownership of any retirement funds, including I.R.A.'s, currently existing in their names. Each party will be solely responsible for any penalties, interest, tax consequences, or sanctions of any kind resulting from the redemption of his or her I.R.A. prior to the maturity date established by the terms of the I.R.A., or by law.

17.All other property not specifically mentioned in this document has been divided by the parties.

18. The parties agree to cooperate in the preparation and execution of any necessary tax returns in such a manner that is fair and equitable and most beneficial to both parties. Each shall prepare a tax return for 1987 and 1988 at his or her own expense, and, if allowed by law, a joint return for these years may be filed if determined to be economically more advantageous.

19. The parties agree to share equally in the costs of this divorce,including, but not limited to, court costs.

20.It is agreed that the provisions of this agreement shall not be modified except by mutual consent and agreement of the parties, in writing, except as may be ordered by the Court. The agreement shall be binding upon all parties and

their respective heirs, executors, administrators, and assigns. The parties agree to execute any further documents necessary to fulfill the agreements set forth in this agreement.

21. This document and agreement is to be governed by the laws of the State of Tennessee. It is the intention of the parties that this agreement be incorporated into and merged with ant Final Decree of Divorce in this matter. This document reflects understanding of the parties, and both acknowledge that they jointly prepared the agreement and are fully informed of its provisions and enter into it with full understanding.

WE AGREE THAT THIS AGREEMENT IS FAIR AND EQUITABLE.

Witness our hands on the days and dates written below.

Donna B. McLean — 11-19-87

Donna B. McLean — Date

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public of said County and State, the aforesigned Donna B. McLean, with whom I am personally acquainted or who proved her indentity to me on the basis of satisfactory evidence, and signed and executed this instrument for the purposes therein stated.

David M Bennett

NOTARY PUBLIC

My commission expires 1-21-90

Thurman T. McLean, Jr.

11-20-87

Thurman T. McLean, Jr. Date

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notery Public of said County and State, Thurman T. McLean, Jr.. witn whom I am personally acquainted or who proved his identity to me on the basis of satisfactory evidence, and signed and executed this instrument for the purposes therein stated.

Nancy McCaslin

NOTARY PUBLIC

My commission expires May 8, 1991

It is finally ORDERED that the costs of this cause be hereby taxed equally to both parties for which Execution may issue if not sooner paid.

Enter this 1 day of Feb, 1988.

JUDGE J. R. Clum Jr.

Approved for Entry:

Alvin M. Grisham 2/2/88

Alvin M. Grisham, Attorney for Plaintiff
231 New Shackle Island Road, Q-122
Hendersonville, Tennessee 37075
Phone: 824-6718 or 367-6282

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of this Final Decree was personally served upon the defendant, Thurman T. McLean, Jr., by placing a copy in his hands, on this the second day of February, 1988.

Alvin M. Grisham 2/2/88
Alvin M. Grisham, Attorney for Plaintiff

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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* 2nd *day of* February, *19* 88, *in Case Number* 87D-4033 *between* Donna B. McLean *Plaintiff, and* Thurman T. McLean, Jr. *Defendant, as same remains of record in Book* 40B, *Page* 1342 *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* 5th *day of* February *in the year one thousand nine hundred and* eighty-eight *and in the* two-hundred twelfth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Hartman, *D.C.*

Form #GR-117