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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
88 MAR 18 PM 3:58
GEORGE L. BOOKER, CLERK
BY [illegible] D.C.

BILLY DEAN BAILEY,
Plaintiff/Counterdefendant

VS.

LINDA FAYE PROFFIT BAILEY,
Defendant/Counterplaintiff.

Docket No. 88D-266

BOOK 7497 PAGE 497

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 18th day of March, 1988, before the Honorable James R. Everett, Jr., Judge, upon the Countercomplaint of the Defendant/Counterplaintiff, Linda Faye Proffit Bailey, hereafter called "Wife", the Husband's Complaint having been dismissed by Agreed Order thereby allowing Wife to proceed with her Countercomplaint upon the ground of irreconcilable differences; and, it appearing to the Court from said Countercomplaint, the testimony of Wife in Open Court, statement of counsel, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Wife to an Absolute Divorce from Husband on said ground; and, it further appearing that Husband and Wife have executed a written, notarized Marital Dissolution Agreement which Agreement the Court affirmatively finds does contain an equitable settlement of all property rights between the parties, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore it is hereby

ORDERED, ADJUDGED and DECREED that Wife, Linda Faye Proffit Bailey, should be and she hereby is awarded an absolute divorce from Husband, Billy Dean Bailey, 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, ADJUDGED and DECREED that the written, notarized Marital Dissolution Agreement dated March 16, 1988, should be and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into on the dates set forth beside their signatures below, by and between LINDA FAYE PROFFIT BAILEY, hereinafter referred to as "Wife", and BILLY DEAN BAILEY, hereinafter referred to as "Husband":

W I T N E S S E T H

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending a Counter-Complaint for Divorce in the Probate Court for Davidson County, Tennessee, bearing Docket No. 88D-266 styled BILLY DEAN BAILEY VS. LINDA FAYE PROFFIT BAILEY wherein Wife is seeking an absolute divorce from Husband on the ground of irreconcilable differences; and there being such irreconcilable differences between the parties that they can no longer live together as husband and wife, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights, marital debts, and maintenance;

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the ground of irreconcilable differences; and

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. (a) The parties agree that the real property heretofore held by them as tenants by the entirety and located at 306 Bonnavue Drive, Hermitage, Davidson County, Tennessee 37076, more particularly described hereinafter below shall be sold and the parties shall jointly select a licensed real estate broker to sell said real property at a price to be agreed upon.

(b) The aforesaid real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 689 on the Plan of Hermitage Hills, Section 7, as of record in Book 3300, Pages 62 and 63, Register's Office for said County.
>
> Said Lot No. 689 fronts 77.9 feet on the northeasterly side of Bonnavue kDrive and extends back 156.95 feet on

the northwesterly line and 148.2 feet on the southeasterly line, to a dead line in the rear, measuring 78.3 feet thereon.

Being the same property conveyed to Billy D. Bailey and wife, Linda F. Bailey by Warranty Deed from Inman N. Buie and wife, Lillian H. Buie of record in Book 5319, Page 172 R.O.D.C.T.

(c) The parties agree that until such time as the aforesaid real property shall have been sold, Husband shall be solely responsible for and shall hold harmless and indemnify Wife for the maintenance of the mortgage indebtednesses upon said real property and all utilities associated therewith which shall be maintained in a current condition by Husband.

(d) At such time as the real property shall have been sold, the net proceeds shall be divided 50% to Husband and 50% to Wife. Net proceeds shall be defined as those proceeds available for distribution to the parties after deducting the then existing mortgage balances, closing costs, agent's commissions, and such other cost as are normally incident to the sale of residential real property. There shall remain as a lien upon Husband's net proceeds in said real property all of the reasonable attorneys fees incurred in connection with this cause such that the closing attorney who handles the sale of said real property shall deduct from Husband's net proceeds the sum of $400.00 to be paid David R. Kennedy, Attorney for Wife's reasonable attorneys fees incurred in this cause, and shall deduct the sum of $300.00 to be paid to Dan R. Alexander, Attorney for Husband's reasonable attorneys fees incurred in this cause and all of said attorneys' fees shall remain a lien upon the real property until said real property shall have been sold and said fees have been paid.

2. The parties agree that Wife shall be and is divested of any right, title or interest in and to Husband's 1985 Ford Ranger pickup truck and Husband shall be and is vested with sole right, title and interest in and to said vehicle and he shall be solely responsible for and shall hold harmless and indemnify Wife for any and all indebtednesses associated therewith. Husband shall be and is divested of any right, title or interest in and to the leased automobile presently in the possession of Wife and Wife shall be vested with sole right, title and interest in and to said leasehold, but she shall be and is solely responsible for and shall hold harmless and indemnify Husband for said lease indebtedness.

3. The parties mutually agree and acknowledge that the furniture, furnishings, appliances and personal property located at the parties' previous residence at 306 Bonnavue Drive, Hermitage, Tennessee shall be divided as follows:

(a) Wife shall be vested with sole right, title and interest in and to the hereinafter described personal property which shall be and is divested from Husband as follows:

1. All of the Dining Room Furniture
2. All of the Master Bedroom Furniture
3. Washer and Dryer
4. One-half (1/2) of the Patio Furniture
5. One-half (1/2) of Pictures and Wall Hangings
6. Refrigerator/Freezer
7. All of her personal clothing and effects
8. All personal property located at 5160 Rice Road Apartment 66, Antioch, TN 37013

(b) The following hereinafter described real property shall be sold with the home as follows:

1. Stove
2. Microwave

(c) Husband shall be and is vested with sole right, title and interest in and to the hereinafter described personal property which shall be and is divested out of Wife as follows:

1. Living Room Furniture
2. Den Furniture
3. Large Console TV
4. His personal effects
5. One-half (1/2) of the Patio Furniture
6. One-half (1/2) of Pictures and Wall Hangings
7. Gas Grill
8. All of the other personal property located at 306 Bonnavue Drive not heretofore or otherwise disposed of herein.

4. The parties agree that the 1978 Mercury Cougar automobile shall immediately be sold to a bona fide third party purchaser and the proceeds derived therefrom shall be equally distributed between the parties.

5. All of the court costs heretofore advanced by Husband in the filing of the original Complaint for Divorce shall be and are applied to the total court costs and the balance of any court costs that may be due and owing at the conclusion of this cause shall be the equal responsibility of the parties, for which let execution issue if necessary.

6. Husband shall be solely responsible for and shall hold harmless and indemnify Wife for all indebtednesses which appear primarily in his name, unless otherwise expressly provided for herein and Wife shall be solely responsible for and shall hold harmless and indemnify Husband for all indebtednesses which appear primarily in her name, unless otherwise expressly provided for herein.

7. Husband and Wife shall execute any documents or instruments which are, or may become, necessary to implement the terms and intents of this Agreement.

8. Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

9. The parties acknowledge that Attorney David R. Kennedy has represented Wife in the negotiations surrounding the preparation of this instrument and that Attorney Dan R. Alexander has represented Husband during the negotiations surrounding the preparation of this instrument, that both parties understand and agree with the contents of said Agreement. Neither of the parties' respective attorneys claim any expertise or knowledge regarding the tax ramifications surrounding this Agreement and both parties acknowledge that they have sought and obtained independent tax advice regarding the ramifications and effect of signing this Agreement and that neither of them rely upon the aforesaid attorneys as to the tax implications surrounding said instrument.

10. This Agreement shall be submitted to the Court and, if approved, shall be incorporated into any Final Decree of divorce granted to the Wife on the ground of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

11. By their signatures hereinafter below, both parties herewith waive statutory or personal service of process.

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated directly beneath their respective names.

DATED this 8th day of March, 1988.

/s/ Linda Faye Proffit Bailey
LINDA FAYE PROFFIT BAILEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named LINDA FAYE PROFFIT BAILEY the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Hermitage, Tennessee, this 8th day of March, 1988.

/s/ Julie O. Grubbs
NOTARY PUBLIC

My Commission Expires: 3-11-91.

* * * * *

DATED this 16th day of March, 1988.

/s/ Billy Dean Bailey
BILLY DEAN BAILEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BILLY DEAN BAILEY the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 16th day of March, 1988.

/s/ Owen Boyd Stratvert
NOTARY PUBLIC

My Commission Expires: 11-Sept. 1990.

It is further ORDERED that the filing fees previously paid by Husband shall be applied to the Court costs associated with this cause, and any balance of Court costs now due and owing shall be paid one-half (1/2) by Husband and one-half (1/2) by Wife, for which let execution issue if necessary.

ENTERED this the 18 day of March, 1988.

JUDGE

APPROVED FOR ENTRY:

DAVID R. KENNEDY
Attorney for Wife
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
(615) 883-4998

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U. S. Mail, postage prepaid, to the Attorney for Husband, Mr. Dan R. Alexander, 1210 8th Avenue South, Nashville, TN, 37203, this 18th day of March, 1988.

DAVID R. KENNEDY

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IDENTIFICATION REFERENCE

MAR 23 10 09 AM '88

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

RELEASED

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* 18th *day of* March, *19* 88, *in Case Number* 88D-266 *between* Billy Dean Bailey *Plaintiff, and* Linda Faye Proffit Bailey *Defendant, as same remains of record in Book* 41A, *Page* 451 *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* 23rd *day of* March *in the year one thousand nine hundred and* eighty-eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117