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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARTHA J. SHANNON,

Plaintiff,

vs.) No. 86D-1351

HAROLD THOMAS SHANNON

Defendant.

BOOK 7572 PAGE 631

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 29th day of April, 1988, before the Honorable ~~Muriel Robinson~~ Joe Dughman, Special 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 agreement for the 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 addresses of the parties are as follows:

Plaintiff's address: 1711 26th Avenue North, Nashville, TN 37208.

Defendant's address: 622 Glover Street, Lebanon, Tennessee, 37216.

IT IS THEREFORE ORDERED AND ADJUDGED that the Plaintiff, Martha Joyce Shannon, be and is hereby awarded an absolute divorce from the Defendant, Harold Thomas Shannon, 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:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARTHA J. SHANNON, Plaintiff,	)	
vs.	)	No. 86D-1351
HAROLD THOMAS SHANNON, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This agreement made between, HAROLD THOMAS SHANNON, hereinafter referred to as the "Husband", and MARTHA J. SHANNON, hereinafter referred to as the "Wife".

WHEREAS, these parties have been married since May 22, 1981, and there have been no children of this union; and

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 Fourth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to enter into an Agreement in regards to their respective rights and obligations arising out of the marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed on the ground of irreconcilable differences, and

WHEREAS, the parties have made adequate and sufficient provision by this written agreement for the equitable settlement of any property rights between the parties,

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

1. Wife hereby agrees that all of her rights, interest and title in and to the property known as 622 Glover Street, Lebanon, Wilson County, Tennessee (legal description attached as Exhibit A), shall be divested out of her and vested solely in the Husband.

2. Wife shall, by such documents as may be necessary and at Husband's sole cost and expense, including the cost of preparing said

documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto the Husband all of her right, title and interest.

3. Husband shall assume and pay in accordance with the terms of any existing mortgage(s) and shall indemnify and hold Wife harmless from any and all liability in connection with said mortgage(s). If Wife shall fail to comply with provision #2 of this agreement, this agreement shall constitute an actual grant, assignment and conveyance of said property and all rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

4. Husband agrees that all of his rights, interest and title in and to the property known as 59 Creighton Avenue East, Nashville, Davidson County, Tennessee (legal description attached as Exhibit B) shall be divested out of him and vested solely in the Wife.

5. Husband shall, by such documents as may be necessary and at Wife's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto the Wife all of his right, title, and interest.

6. Wife shall assume and pay in accordance with the terms of any existing mortgage(s) and shall indemnify and hold Husband harmless upon any and all liability in connection with said mortgage(s). If Husband shall fail to comply with provision #5 of this Agreement, this Agreement shall constitute an actual grant, assignment, and conveyance of said property and all rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

7. Wife agrees to keep any and all automobiles which are presently in her possession and to be responsible for the indebtedness(es) thereon. Husband agrees to keep any and all automobiles which are presently in his possession and to be responsible for the indebtedness(es) thereon.

8. It is agreed that each of the parties shall be responsible for the payment of accounts or charges which are presently listed in his or her name unless otherwise stated in this Agreement.

Each party agrees to indemnify and hold the other harmless for any liability resulting from the failure to pay such accounts when they are due.

In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

9. The parties agree to keep their respective checking and savings accounts.

10. The Husband shall be responsible for paying the attorney's fees of Manson, Jackson & Associates andfor paying Five Hundred and 00/100 ($500.00) Dollars to the Wife toward the attorney's fees owed to Attorney Marietta Shipley by Wife and any remaining court costs.

11. The Wife shall be responsible for the court costs owing under the docket number 86D-1351. The Husband shall be responsible for any court costs under the docket number 86D-2043.

12. 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.

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

14. 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, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of 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.

15. It is understood 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. Provisions of this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the Agreement isd fair and equitable and that it is being entered into voluntarily.

WITNESS our hands on the day and date written below.

Rev Harold T. Shannon
HAROLD THOMAS SHANNON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me this 7th day of April, 1988.

Pat E. Jackson
NOTARY PUBLIC

My commission expires: 1-11-92

M. Lynn Shannon
MARTHA J. SHANNON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me this 9th day of November, 1987.

Melanie D. Brand
NOTARY PUBLIC

My commission expires: 5 8 91

EXHIBIT B

Land in Davidson County, Tennessee, being Lot No. 15 on the Plan of Scott Avenue Annex as of record in Book 2331, Page 87, Register's Office for Davidson County, Tennessee.

Said Lot No. 15 fronts 50 feet on the northerly side of Creighton Street and runs back 121.9 feet on the westerly line and 129.7 feet on the easterly line to a deed line measuring 50.65 feet thereon.

Being the same property conveyed to Martha J. Payton (Shannon) by deed of record in Deed Book 4196 at Page 641 in the Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED AND ADJUDGED that the Answer and Counter-Complaint be withdrawn by the defendant as the parties have entered into a Marital Dissolution Agreement.

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are adjudged against the Defendant, for which execution may issue, if necessary.

IT IS FURTHER ORDERED AND ADJUDGED that any outstanding attorney's fees or court costs shall be a judgment against the Defendant for which execution may issue, if necessary.

Entered this the 20th day of May, 1988.

Seen JUDGE

PREPARED BY:

Marietta M. Shipley #4719
DODSON, PARKER, SHIPLEY, BEHM & SEABORG
306 Gay Street, Suite 400
Nashville, Tennessee 37219
(615) 254-2291

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to Mr. Richard E. Jackson, Manson, Jackson and Associates, Germantown Center, Suite 1300, 1314 Fifth Avenue North, Nashville, Tennessee 37208-2726, this 3rd day of May, 1988.

Marietta M. Shipley

39845

IDENTIFICATION REFERENCE

JUN 14 3 39 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

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* 20th. *day of* May, *19* 88, *in Case Number* 86D-1351 *between* Martha J. Shannon *Plaintiff, and* Harold Thomas Shannon *Defendant, as same remains of record in Book* 169C, *Page* 1381 *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* 8th. *day of* June *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