IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

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EYVONNE RENEE DUKE-HYDE, Plaintiff	)	
v.	)	NO. 88D-251
ROBERT KENT DUKE-HYDE, Defenant.	)	Map 148-5 Par. 62 Is

FINAL DECREE OF DIVORCE

This cause came on to be heard on this the 23rd day of March, 1988, before the Honorable Jim Everett, Judge of the Probate Court for Davidson County, Tennessee, at Nashville upon the Complaint for Absolute Divorce filed by the Plaintiff, the Marital Dissolution Agreement entered into between the parties, the statement of the Plaintiff that the parties have encountered certain differences and that it is impossible to reconcile these difference.

The Court finds that the Plaintiff, EYVONNE RENEE DUKE-HYDE, is entitled to a divorce from the Defendant, ROBERT KENT DUKE-HYDE, on the grounds of irreconcilable differences and that both parties are restored to all the rights and privileges of unmarried persons.

Further, the Court finds that the parties have made adequate and sufficient provisions by a Marital Dissolution Agreement for the equitable settlement of any property rights of the parties.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, EYVONNE RENEE DUKE-HYDE, is granted a divorce from the Defendant, ROBERT KENT DUKE-HYDE, on the grounds of irreconcilable differences and both parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement entered into between the parties is fair and equitable and is approved in all respects by this Court. The said Marital Dissolution Agreement is incorporated herein and made a part of this Final Decree. Said Marital Dissolution Agreement reads in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into on this the 18 day of March, 1988, by and between, EYVONNE RENEE DUKE-HYDE, hereinafter referred to as "WIFE" and ROBERT KENT DUKE-HYDE, hereinafter referred to as "HUSBAND."

W I T N E S S E T H:

WHEREAS, the parties hereto have been married since February 16, 1985, and no children have been born to this marriage and none are expected; and

WHEREAS, certain differences and difficulties have arisen between the parties and they intend to live separate and apart from each other, and have no expectation of resuming their marital relationship; and

WHEREAS, the "WIFE" has filed a Complaint for Absolute Divorce in the Probate Court for Davidson County, Tennessee, entitled EYVONNE RENEE DUKE-HYDE v. ROBERT KENT DUKE-HYDE; and

WHEREAS, the parties now desire to enter into a formal agreement, contract, respecting all of their rights and obligations arising out of their marital relationship, including their rights as to their personal property, debts and other obligations and alimony.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, and other good and valuable considerations, mutual promises and covenants, each with the other made, and including the covenants and agreements as provided hereinafter, these considerations, the sufficiency and the receipt of which is hereby acknowledged by the parties, and accordingly, it being mutually understood and agreed between the "HUSBAND" and "WIFE" as follows:

1. That they should have the right to live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way, directly or indirectly.

2. It is agreed between the parties that each party is vested in all that personal property he or she currently has in

has in his or her possesion and all of the other person's right, title, claim or interest in and to that property is hereby divested out of him or her and vested in the person in possesion.

3. It is agreed between the parties that the HUSBAND will receive the 1983 Fuego automobile, VIN _____ and all of the Wife's right, title, claim and interest in and to said motor vehicle is hereby divested out of her and vested in the Husband. The Husband shall hold the Wife harmless for any indebtedness owing on said vehicle.

4. It is agreed between the parties that the WIFE will receive the 1986 Chevy Sprint lease car and all of the Husband's right, title, claim and interest in and to said motor vehicle is hereby divested out of him and vested in the Wife. The Wife shall hold the Husband harmless for any indebtedness owing on said vehicle.

5. It is agreed between the parties that the WIFE will receive the sum of TWO HUNDRED DOLLARS ($200.00) per month from the HUSBAND to be used towards the satisfaction of the Master Card indebtedness owed by the parties.

6. It is further agreed between the parties that the 1984 sailboat currently docked at the Elm Hill Marina shall be the sole property of the HUSBAND. There is currently owed on the sailboat the sum of $10,000.090. Husband shall assume said indebtedness and shall hold the Wife harmless therefrom.

7. It is further agreed that the Wife shall be returned to her maiden name of Duke and the Husband shall be returned to his name of Hyde.

8. The Husband shall pay Wife's attorney, Curtis M. Lincoln, an attorney fee of $300.00 and the costs of $75.75.

9. The parties own a house and lot located at 231 Willow Lane in Nashville, Davidson County, Tennessee. It is agreed between the parties that the Wife shall have as her sole property the said property. Said real property is further described as follows:

LAND in Davidson County, Tennessee, being Lot No. 43 on the Plan of Hillbrook, Section 2, of record in Plat Book 3300, Page 12, Register's Office for Davidson County, TEnnessee, to which plat reference is hereby made for a more complete description.

BEING the same property conveyed to ROBERT K. DUKE-HYDE and wife, EYVONNE DUKE-HYDE by Deed from GERALD T. WILSON and wife, KATHY D. WILSON of record in Book 7269, Page 462, Registers' Office for Davidson County, TN.

All of the Husband's right, title, claim and interest in and to said real property is hereby divested out of him and into the Wife. The Wife shall assume the mortgage on said real property and shall hold the Husband harmless for said indebtedness.

This agreement is not intended nor shall it be construed to be an agreement for divorce and if each party shall proceed in their separate actions for divorce, to conclusion, the other party shall have the right to appear in Court and contest such action. And further, the parties agree that neither party shall have the right to apply to any Court for modification of this Agreement, the parties hereby waive such right. Further, it is agreed that this Agreement may be submitted for approval by the Court and be made a part of the Final Decree.

This agreement shall be binding upon the parties, their heirs, legal represents and assigns.

The Husband and Wife hereby agree to promptly execute any and all documents and instruments of every kind or character, which may be necessary or proper to carry out the terms of this Agreement and to do so without any unreasonable delay.

IN WITNESS WHEREOF the parties have executed this agreement on the day and date first above written.

EYVONNE RENEE DUKE-HYDE

ROBERT KENT DUKE-HYDE

STATE OF TENNESSEE

COUNTY OF SUMNER

BEFORE me, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, ROBERT KENT DUKE-HYDE, the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, TN, this the 18 day of March, 1988.

Mary O. Brooks
NOTARY PUBLIC

My Commission Expires: 6-12-89

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BEFORE me, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, EYVONNE RENEE DUKE-HYDE, the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 21 day of March, 1988.

Carla M. Lincoln
NOTARY PUBLIC

My Commission Expires: 8-12-89

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IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Plaintiff, EYVONNE RENEE DUKE-HYDE, is restored to her maiden name of DUKE.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Defendant, ROBERT KENT DUKE-HYDE, is restored to his former name of HYDE.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Plaintiff's counsel, CURTIS M. LINCOLN, is awarded a judgment for an attorney fee of $300.00 against the Defendant, ROBERT KENT HYDE, for which execution may issue, if necessary.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause are taxed to the Defendant, ROBERT KENT HYDE, for which execution may issue, if necessary.

ENTERED this the 29 day of March, 1988.

JIM EVERETT - Judge

Approved for Entry:

CURTIS M. LINCOLN, PR #2538
Attorney for Plaintiff
919 West Main Street
Hendersonville, TN 37075

CERTIFICATE

I do hereby certify that a true and exact copy of the foregoing has been mailed to the Defendant, Mr. Robert Kent Hyde, 105 Redondo Court, Hendersonville, TN 37075 on this the 22nd day of March, 1988.

CURTIS M. LINCOLN

47363

IDENTIFICATION REFERENCE

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WILSON CO REGISTER
WILSON COUNTY TN

RECORDED

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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* 29th *day of* March, *19* 88, *in Case Number* 88D-251 *between* Eyvonne Renee Duke-Hyde *Plaintiff, and* Robert Kent Duke-Hyde *Defendant, as same remains of record in Book* 41B, *Page* 841 *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* 13th *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