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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLES MICHAEL DAVIS,
Plaintiff,

VS.

PATRICIA ANN DAVIS
Defendant,

NO: 88D2022

Map 75-11
Par 61

FINAL ORDER OF DIVORCE

This matter came to be heard on the 11th day of August, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, pursuant to the original complaint filed by the Plaintiff, the entire record, testimony of the Plaintiff, and statement and argument of Counsel for the Plaintiff, and from all of which the Court affirmatively finds that the Plaintiff is entitled to a Divorce from the Defendant on the ground of Irreconcilable Differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that Charles Michael Davis is hereby granted an Absolute Divorce on the grounds of Irreconcilable Differences from Patricia Ann Davis, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, that the Marital Dissolution Agreement entered into by the parties is hereby approved and incorporated into as a part of this Final Order in total as follows:

66022
IDENTIFICATION REFERENCE
Sep 9 10 25 AM '88
FELIX Z WILSON II REGISTER
DAVIDSON COUNTY TN
5298 09/09 0101 03CHECK 21.00

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLES MICHAEL DAVIS Plaintiff,	)	
VS.	)	NO:
PATRICIA ANN DAVIS Defendant,	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into on this 16th day of April, 1988, by and between **PATRICIA ANN DAVIS,** hereinafter called "Wife" and **CHARLES MICHAEL DAVIS,** hereinafter called "Husband".

WITNESSETH

WHEREAS, certain difficulties have arisen between the parties, which have gone to such an extent that it does not appear possible for them to reconcile and live together as husband and wife; and Complaint for Absolute divorce has been filed by Charles Michael Davis against Patricia Ann Davis, and

WHEREAS , the parties here in desire to settle all matters pertaining to property, monetary matters and all matters pertaining to the marriage of the parties, and desire to settle all present, past and future rights of whatever kind between the parties during the term of the marriage, and in consideration of these premises, they have entered into the following Agreement with each other, to wit:

1. That there are no children born of this marriage.

2. The Wife is to receive as her individual property and in fee simple title, the home of the parties located at 665 Mercer Drive, Hermitage, Tennessee 37076 and the Husband shall be divested of all rights, title and interest therein, and the Wife further agrees to be individually responsible for any and all mortgages existing on the home and agrees to indemnify and hold the Husband harmless as to the mortgages on the home which she assumes as her sole and individual responsibility.

3. The Husband is to receive the unimproved lot located in Mt. Juliet, Tennessee as his individual property and in fee simple title and the Wife shall be divested of all rights, title and interest therein and the Husband further

agrees to pay the existing mortgage owed to First American National Bank down to a principal balance of Five Thousand ($5,000.00) Dollars, and the Wife agrees to pay the balance of the mortgage note and to indemnify and hold the Husband harmless as to said mortgage note. Wife further agrees that the mortgage note will be paid within five (5) years.

4. The Husband is to receive the 1974 Buick automobile and 1977 Dodge truck as his individual property and the Wife shall be divested of any right, title and interest she might have in said vehicles.

5. The Wife is to receive the 1982 Toyota automobile as her individual property and the Husband shall be divested of any right, title and interest he might have in said vehicle.

6. The Husband is to receive the IRA Savings Account with the Metropolitan Fire Department Credit Union and the savings account with the credit union, the Hartford Insurance Company savings policy, the Metropolitan Federal Savings, his boat, motor, and trailer, the red T.V. and radio and other furniture in the upstairs portion of the house, along with all of his personal furnishings, equipment, tools, clothing and other personal items.

7. Any and all personal property not listed herein shall be the individual property of the Wife and the Husband shall be divested of any rights, title and interest therein.

8. IT IS FURTHER AGREED, that each party has received through this agreement and through prior verbal agreements between the parties all the property which they are to receive and that this agreement sets out in total the agreement between the parties.

9. IT IS FURTHER AGREED, that the Husband is to pay the attorney fees in this matter and the court cost.

10. All other matters have been resolved between the parties.

11. Both parties agree that this **Marital Dissolution Agreement** is intended to set our fully and finally all property rights between the parties and the parties hereby release each other from any and all rights and claims arising out of the marital relationship, and this document may be filed in the aforesaid

divorce action and fully incorporated by reference in any final decree entered into therein, upon the Court's approval.

IN WITNESS THEREOF, the parties hereto have set their hands to this Agreement on the day and date first above written.

CHARLES MICHAEL DAVIS

PATRICIA ANN DAVIS

I, **CHARLES MICHAEL DAVIS**, hereby acknowledge that I have read and am fully aware of all the terms of this Marital Dissolution Agreement between myself and **PATRICIA ANN DAVIS**, and that I have had the opportunity to or have been explained of my rights under this Agreement by Counsel of my choosing.

Charles Michael Davis
CHARLES MICHAEL DAVIS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority in and for said County and State, the within named Charles Michael Davis, one of the agreeors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing Agreement for the purposes therein contained.

Witness my hand and seal on this 16 day of April, 1988.

NOTARY PUBLIC

My Commission Expires: 11-10-91

I, **PATRICIA ANN DAVIS**, hereby acknowledge that I have read and am fully aware of all the terms of this Marital Dissolution Agreement between myself and **CHARLES MICHAEL DAVIS**, and that I have had the opportunity to or have been explained of my rights under this Agreement by Counsel of my choosing.

Patricia Ann Davis
PATRICIA ANN DAVIS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority in and for said County and State, the within named Patricia Ann Davis, one of the agreeors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing Agreement for the purposes therein contained.

Witness my hand and seal on this the 10th day of April, 1988.

Beverly R. Dimmick
NOTARY PUBLIC

My Commission Expires: _____
My Commission Expires Nov 10, 1991

IT IS FURTHER ORDERED, that the martial home of the parties located at 665 Mercer Drive, Hermitage, Tennessee and being more particularly described below, is hereby awarded to the wife in fee simple title free and clear of any claim of the husband with the wife being responsible for the balance of the mortgage (credit line) and indemnifies and holds the Husband harmless as to said mortgage note.

Being Lot No. 371 on the Plan of Highlands of Tulip Grove, Section 3, as of record in Book 4675, page 140, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete description, described as follows:

Beginning at the common front corner of Lots 371 and 370 in the southerly margin of Belgium Drive; thence with the line between said lots 124.87 feet to the common rear corner of said lots; thence in a westerly direction along the line of Lot 371 and property reserved for future development 107.81 feet to a point; thence in a notherly direction 82.9 feet with the easterly margin of Mercer Drive to the beginning of a curve; thence around said curve in an easterly direction 39.27 feet to a point in the southerly margin of Belgium Drive; thence with the southerly margin of said drive 100 feet to the beginning.

Being part of the same property conveyed to Charles Michael Davis and Patricia Ann Espy (now Davis) by Deed from Reynold Bubis, Successor Trustee for Martin R. Bubis, Trustee of record in Deed Book 5274, page 521, Register's Office of Davidson County, Tennessee.

IT IS FURTHER ORDERED, that the unimproved land owned by the Husband and located in Mt. Juliet, Wilson County, Tennessee, shall be his in fee simple title and the Wife is hereby divested of any right, title or ownership thereon and the husband shall be individually responsible for any mortgage debt thereon.

IT IS FURTHER ORDERED that the cost of this cause be taxed to the Plaintiff for which execution may issue if necessary.

Entered this 11th day of Aug, 1988.

JUDGE

APPROVED FOR ENTRY:

Jenks L. Hackney, Jr. # 6352
Attorney at Law
404 Welshwood Drive, Suite 200
Nashville, Tennessee 37211
(615) 331-9901

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Order has been mailed postage paid to the Defendant Patricia Ann Davis, 665 Mercer Avenue, Hermitage, Tennessee 37076 on this the 11 day of August, 1988.

Jenks L. Hackney, Jr.

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* 11th *day of* August, *1988, in Case Number* 88D-2022 *between* Charles Michael Davis *Plaintiff, and* Patricia Ann Davis *Defendant, as same remains of record in Book* 171C, *Page* 2321 *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* September *in the year one thousand nine hundred and* 88 *and in the* 213 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature] *D.C.*

Form #GR-117