IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
'88 OCT -3 PM 12:23
GEORGE T. ROOKER, CLERK
BY _____ D.C.

CATHERINE CHRISTINE PLUNK

VS. NO. 87D-3381

Map 147-F
Parcel 47

WILLIS RONALD PLUNK

BOOK 7702 PAGE 872

FINAL DECREE

This cause came to be heard on the 26th day of September, 1988, before the Honorable James R. Everett, Judge, upon the Original Complaint for absolute divorce filed by Mrs. Plunk, subsequent withdrawal of the Answer and Counter-complaint filed by Mr. Plunk and the Answer to Husband's Counter-complaint filed by Mrs. Plunk, submission to the Court of a Marital Dissolution Agreement, heretofore signed by the parties, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A Section 36-4-101 (11). It is therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting betweeen the parties be, and the same are, hereby forever and perpetually dissolved and the complainant, Catherine Christine Plunk, is granted an absolute divorce and restored to all the rights and priviledges of an unmarried person.

It is FURTHER ORDERED AND ADJUJDGED, and the Court affirmatively finds that the Maritial Dissolution Agreement heretofore signed by the parties, does make adeqyate and sufficent provision for the equitable settlement of all property rights between the parties, which Agreement is included herein verbatim as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

CATHERINE CHRISTINE PLUNK,

VS. NO. 87D-3381

WILLIS RONALD PLUNK.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Probate Court for Davidson County, Tennessee, a Complaint for Divorce, Docket No. 87D-3381, filed by Catherine Christine Plunk, hereinafter referred to as "Wife", against Willis Ronald Plunk, hereinafter referred to as "Husband".

WHEREAS, these parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. DIVORCE - Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

2. REAL PROPERTY - All right, title and interest which Wife has in and to the real property located at 4832 Hopedale Drive, Nashville, Davidson County, Tennessee, shall be divested from her and vested in Husband in fee simple absolute. Husband agrees to assume the outstanding mortgage indebtedness and further agrees to hold Wife harmless thereon. Said property can be more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 56 on the Plan of Section II, Beverly Heights, of record in Book 2331, page 42, Register's Office for said County.
>
> Said Lot No. 56 fronts 147 feet on the northeasterly side of Hopedale Drive and runs back 188 feet on the westerly line and 205.3 feet on the easterly line to a dead line on which it measures 87.3 feet.
>
> Being the same property conveyed to Ronald W. Reynolds and wife, Gradie Franklin Reynolds, by deed from Donald E. Hill and wife, Evelyn G. Hill of record in Book 3501, page 589, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Willis R. Plunk and wife, Christine Plunk, by deed from Ronald W. Reynolds and wife, Gradie Franklin Reynolds, of record in Book 4062, page 242, Register's Office for Davidson County, Tennessee. Said parties since have been divorced by Final Decree in the Probate Court for Davidson County, Tennessee, Docket No. 87D-3381. This conveyance is a further division of marital estate as per the Final Decree to be entered in this cause.

All right, title and interest which Husband has in and to the real property located at Ash Forge Drive in Nashville, Davidson County, Tennessee, shall be divested from him and vested in Wife in fee simple absolute. Wife agrees to assume the outstanding mortgage indebtedness and further agrees to hold Husband harmless thereon. Said property can be more particularly described as follows:

> Being Lot No. 47 on the Plan of Bell Forge Village, 2nd Revision, Section 4, of record in Plat Book 6250 at page 201, Register's Office for Dvidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being the same property conveyed to H.P. Associates, A Joint Venture by deed recorded in Book 6585 at page 336, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Willis R. Plunk and wife, Christine Plunk, by deed from H.P. Associates, A Joint Venture of record in Book 6811, page 779, Register's Office for Davidson County, Tennessee. Said parties since have been divorced by Final Decree in the Probate Court for Davidson County, Tennessee, Docket No. 87D-3381. This conveyance is a further division of marital estate as per the Final Decree to be entered in this cause.

3. SAVINGS ACCOUNT - The parties agree to divide equally the proceeds contained at the Leader Federal Savings and Loan Association Savings Account, more particularly described as Account No. 680544-4.

4. IRA - Mrs. Plunk should be awarded all right, title and interest in her individual retirement account and Mr. Plunk shall be awarded all right, title and interest in his individual retirement account.

5. DEBTS - Each party shall pay any and all debts maintained in their individual names. The parties acknowledge that there are no joint debts other than the mortgages owing on the real property.

6. 1988 INCOME TAX LIABILITY - The parties agree to divide equally one half (1/2) the tax consequences from interest income earned from the savings account located at Leader Federal Savings and Loan Association, Account No. 680544-4.

7. AUTOMOBILES - All right, title and interest which Wife has in and to the Truck Ranger shall be divested from her and vested in Husband in fee simple absolute. Husband agrees to assume the outstanding mortgage indebtedness and further agrees to hold Wife harmless thereon. All right, title and interest Husband has in and to the 1988 Chrysler LeBaron shall be divested from him and be vested in Wife in fee simple absolute.

8. SAVINGS BOND - Wife shall be awarded all right, title and interest in the savings bonds accumulated by the parties at AVCO.

9. FURNITURE - The parties agree to retain as their sole and separate property the furniture or furnishings and personal belongings presently maintained in their respective possession.

10. COURT COSTS - The parties agree to divide the Court costs associated with this divorce proceeding equally.

11. RESTRAINING ORDER - Both parties shall be permanently enjoined and restrained from harming, harassing, threatening or intimidating the other party.

12. ENFORCEMENT PROVISION - In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

13. ACCEPTANCE BY THE PARTIES - With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

14. FAIRNESS OF AGREEMENT - Wife acknowledges that the provision of this agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor children and in the keeping with her accustomed standard of living and her reasonable requirements.

15. VOLUNTARY ACCEPTANCE - The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

16. ENTIRE AGREEMENT - This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

17. ESTATE WAIVER - 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

18. **ADDITIONAL INSTRUMENTS** - Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this the 29 day of Sept., 1988, as to the Wife, and the 28th day of September, 1988, as to the Husband.

Catherine Christine Plunk
CATHERINE CHRISTINE PLUNK

Willis Ronald Plunk
WILLIS RONALD PLUNK

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Wilson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **CATHERINE CHRISTINE PLUNK,** with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at ~~Nashville~~ Lebanon, Tennessee, this 29 day of Sept, 1988.

Calvin L. Tarr
NOTARY PUBLIC

My commission expires: 2-20-90

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 **WILLIS RONALD PLUNK,** with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 28th day of September, 1988.

Jackie E Reeves
NOTARY PUBLIC

My commission expires: 11-12-90

24-38

It is further ORDERED AND ADJUDGED that the parties addresses are as follows:

Addresses of the parties:

Willis Ronald Plunk
4832 Hopedale Drive
Nashville, TN

Catherine Christine Plunk
310 Ash Forge Drive
Nashville, TN

It is further ORDERED AND ADJUDGED that the costs of this cause are taxed equally against the parties, for all of which execution may issue if necessary.

Enter this the 3rd day of October, 1988.

JUDGE EVERETT

APPROVED FOR ENTRY:

ROBERT L. JACKSON AND ASSOCIATES

BY: LAURA GOODALL
ATTORNEY FOR MR. PLUNK
P.R. # 11272
214 2nd Avenue, North
Suite 103
Nashville, TN 37201
(615) 256-2602

BY: ROBERT L. JACKSON
ATTORNEY FOR MRS. PLUNK

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed to the Honorable Calvin Turner, Attorney for Mrs. Plunk, 112½ East Main St, P.O. Box 1100, Lebanon, TN 37087, on this the 2nd day of October, 1988.

LAURA GOODALL

7422 12/14 3101 33CHECK 21.00

BOOK 7702 PAGE 879

85265

Nov 14 3 21 PM '88

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* 3rd *day of* October, *19* 88, *in Case Number* 87D-3381 *between* Catherine Christine Plunk *Plaintiff, and* Willis Ronald Plunk *Defendant, as same remains of record in Book* 44B, *Page* 1171 *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* 3rd *day of* November *in the year one thousand nine hundred and* eighty-eight *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Lengford *D.C.*

Form #GR-117