IN THE FOURTH COURT IN AND FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
1988 NOV -7 PM 3:47
GEORGE L. ROSSER, CLERK
D.C.

174A/97

SUE LYNN SANDERS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	NO. 88D-2366
	)	
THOMAS LEE SANDERS,	)	
	)	
Defendant.	)	

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FINAL DECREE

This cause came on for hearing on this the 20th day of October, 1988, before the Honorable Judge Muriel Robinson, Judge of The Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife, Sue Lynn Sanders, with the Husband waiving his right to personal service of process, and entering a general appearance in front of this Court by means of a Marital Dissolution Agreement, with the cause proceeding to trial as an uncontested matter in view of this written Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; testimony of the Wife, Sue Lynn Sanders, heard in open Court, statement of counsel, and the entire record in this cause, from all of which the Court is of the opinion that certain irreconcilable differences have arisen between the parties which renders further cohabitation improper and impracticable; further, that the parties should be and hereby are granted an absolute divorce, each restored to all the rights and privileges of unmarried persons; further, each party shall pay one-half (1/2) of the court costs for which execution may issue, if necessary; and further, the Court finds that the parties have made adequate and sufficient division by written agreement for the equitable settlement of any property rights between the parties.

8.7.7.4.5.

IDENTIFICATION REFERENCE

Nov 22 4 22 PM '88

FELIX Z WILSON CLK REGISTER
DAVIDSON COUNTY, TN

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the parties shall be granted an Absolute Divorce upon the grounds of Irreconcilable Differences; and,

IT FURTHER APPEARS to the Court that the parties have entered into a Marital Dissolution Agreement and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between them. The said Marital Dissolution Agreement is more specifically in words and figures as follows:

IN THE FOURTH COURT IN AND FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
1988 NOV -1 AM 10:52
GEORGE L. ROOKER, CLERK
K. Rooker D.C.

SUE LYNN SANDERS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	NO. 88D-2366
	)	
THOMAS LEE SANDERS,	)	
	)	
Defendant.	)	

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MARITAL DISSOLUTION AGREEMENT

This agreement is made and entered into on this the ____ day of _____, 1988, by and between Sue Lynn Sanders, hereinafter referred to as "Wife", a citizen and resident of Davidson County, Tennessee, and Thomas Lee Sanders, hereinafter referred to as "Husband", a citizen and resident of Davidson County, Tennessee.

W I T N E S S E T H

WHEREAS this agreement is entered into between Sue Lynn Sanders and Thomas Lee Sanders, Husband and Wife, for the purpose of a division and distribution of their marital rights and for the purpose of submitting the same to the Court for approval and incorporation into a Final Decree of Divorce.

WHEREAS it is the intent of the parties that this Agreement shall be submitted to the Court for a divorce on the grounds of irreconcilable differences. The Wife, Sue Lynn Sanders, has already filed for a divorce.

WHEREAS the Defendant, Thomas Lee Sanders, is a Tennessee resident, and by entering this agreement waives his right to personal service of process and enters a general appearance in front of this Court giving this Court personal jurisdiction over him for the purpose of granting a divorce under the grounds of Irreconcilable Differences and dividing the parties' property and debts.

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

REAL PROPERTY:

1. The home place of the parties is located at 401 Gentry Avenue in Nashville, Davidson County, Tennessee, and has a legal description fully described in detail in the attached Exhibit A. The title of this property shall be vested in the parties as tenants in common with the Wife having an interest of $4,300.00 in the property and the Husband having all the remaining interest in the property. The Husband shall assume all payments of the mortgage on this property held by City Federal Mortgage Company (Kissel Company) and shall hold the Wife harmless thereon. The Husband shall pay to the Wife her $4,300.00 interest on or before the day the Final Decree of Divorce is signed by the Judge. At the time of this payment all title, right, and interest in this property shall be divested from the Wife and full title, right and interest shall be vested in the Husband.

PERSONAL PROPERTY:

2. The parties own one Pro-Craft Bass Boat and three vehicles, one 1988 Chevy pick-up, a 1984 Chevy van and a 1962 Chevy van. All title, right and interest in the boat and the 1962 Chevy van and the 1984 Chevy van shall be divested from the Wife and vested in the Husband with the Husband responsible for all payments thereon and he shall hold the Wife harmless on these payments. All right, title and interest in the 1988 Chevy pick-up shall be divested from the husband and vested in the Wife and she shall be responsible for all payments thereon and she shall hold the Husband harmless thereon.

3. All right, title and interest in the Wife's jewlery and the Husband's wedding band shall be divested from the Husband and vested in the Wife.

4. The parties have already divided their personal property so that all right, title and interest in this property

shall be vested in the party who has current possession and divested from the non-possessing spouse.

ANIMALS:

5. The parties own two (2) dogs, one (1) cat and one (1) horse. All right, title and interest in the parties two dogs, Bo and Shasta, shall be divested from the Wife and shall be vested in the Husband. All right, title and interest in the parties cat, Bullet, as well as the parties' horse, Money Jack, shall be divested from the Husband and vested in the Wife.

DEBTS:

6. The Husband has two (2) Visa cards and two (2) Master Cards, and he shall be responsible for all payments on these and shall hold the Wife harmless thereon. All other debts shall be paid by the Husband and he shall hold the Wife harmless thereon.

WIFE'S MAIDEN NAME:

7. The Wife, Sue Lynn Sanders, shall have her name changed back to her maiden name of Stacey, so that rather than being known as Sue Lynn Sanders she shall be known as Sue Lynn Stacey.

ATTORNEY'S FEES AND COURT COSTS:

8. Each party shall pay their own attorney's fees and each party shall pay one-half (1/2) of the court costs for which execution shall issue if necessary.

ALIMONY:

9. No alimony shall be paid by either party.

INCOME TAX:

10. The Husband has already received the parties' Five Hundred ($500.00) Dollar income tax refund and he shall be entitled to keep this.

11. Each of the parties shall execute, acknowledge and deliver, any and all further instruments that may reasonably be required to give full force and effect to the provisions of this agreement.

12. Both parties agree that the provisions are fair and equitable and that each of the parties understands the effect of each provision. Both parties acknowledge that they have dealt fairly with each in making the division of real and personal property, and that the Parties have voluntarily entered into this Agreement and agreed to all the terms set forth herein.

13. The Parties understand and agree that this instrument shall in no way be construed as an Agreement to obtain a divorce or to prevent one party from obtaining a divorce against the other.

WITNESS OUR HANDS, this 12 day of Oct, 1988, as to the Wife and the 26th day of September, 1988, as to the Husband.

Sue Y. Sanders
SUE LYNN SANDERS

Thomas Lee Sanders
THOMAS LEE SANDERS

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 Sue Lynn Sanders, who made oath that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this 12 day of Oct., 1988.

Ann Buntin Steiner
NOTARY PUBLIC

My Commission Expires:

Oct. 9, 1991

Ann Buntin Steiner
NOTARY PUBLIC

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Oct - 9, 1991
MY COMMISSION EXPIRES

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 Thomas Lee Sanders, who made oath that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this 26th day of September, 1988.

Warren Maxey Smith
NOTARY PUBLIC

My Commission Expires:

3-11-91

Warren Maxey Smith
NOTARY PUBLIC

3-11-91
MY COMMISSION EXPIRES

EXHIBIT A

Land in Davidson County, Tennessee being part of Lots No. 11 & 12 on the original Plan of Brownsville, of record in Book 21, page 9, Register's Office for said County, described according to a survey by Lewis D. Justice, Suveyor, dated August 29, 1949, as follows:

Beginning at the southwest terminus of Gentry Avenue and Waters Avenue; thence with the westerly margin of Gentry Avenue northwesterly 60 feet to a point; thence North 88 degree 15' West 400 feet to a point; thence South 1 degree 30' West 147.25 feet to a point in the northerly margin of a 15-foot alley; thence South 88 degree 30' East 340 feet to a point 30 feet westerly from the southwest corner of the part of Lot No. 12 conveyed to Robert Lott and wife, by deed from Ruth Moore Lott, of record in Book 1645, page 283, said Register's Office; thence North 1 degree 30' East 87.5 feet to a point; thence South 88 degree 30' East 60 feet to the point of beginning.

Being the same property conveyed to Thomas L. Sanders and wife, Sue L. Sanders by deed from Larry D. Black and wife, Linda L. Black of record in Book 7218 Page 93 in the Register's Office of Davidson County, Tennessee.

IT IS FURTHER ORDERED that all parts and portions of the Marital Dissolution Agreement executed by the parties, and incorporated herein is hereby approved by this Court and made the judgment hereof in all respects.

IT IS FURTHER ORDERED that Wife, Sue Lynn Sanders, shall have her name changed back to her maiden name of Stacey so that rather than being known as Sue Lynn Sanders she shall be known as Sue Lynn Stacey.

IT IS FURTHER ORDERED that all right, title and interest the wife has in the real property located at 401 Gentry Ave. in Nashville, Davidson County, Tennessee be divested from her and vested in the husband. The wife acknowledges having received $4,300.00 from the husband on October 20, 1988, as her interest in this realty.

IT IS FURTHER ORDERED that the statistical information on the divorce complaint be ammended to show the date of the marriage as August 27, 1986, rather than August 27, 1886.

IT IS FURTHER ORDERED that each party will be responsible for their own attorney's fees and will pay one-half (1/2) of the court costs for which execution may issue, if necessary.

ENTERED, this 7th day of November, 1988.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Ann B. Steiner

Ann Buntin Steiner
Attorney for Wife
Tennessee Supreme Court No. 11697
176 Second Avenue North
Suite 500
Nashville, Tennessee 37201
(615) 244-5063

Certificate

I do hereby certify that a true and accurate copy of the foregoing has been mailed, postage prepaid to Warren Smith, Williams & Smith, 1100 L & C Tower, Nashville, Tennessee 37219-0079, on this 7th day of Nov, 1988.

Ann B. Steiner
Ann Buntin Steiner

030 BTCH22 01011 CHECK 30.00

Mail to:
Williams & Smith
1100 L+C Tower
P.O. Box 3079
N|T 37219-0079

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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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 20th *day of* October, *19* 88, *in Case Number* 88D-2366 *between* Sue Lynn Sanders *Plaintiff, and* Thomas Lee Sanders *Defendant, as same remains of record in Book* 174A, *Page* 97 *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* 22 *day of* November *in the year one thousand nine hundred and* eighty-eight *and in the* two hundred thirteen *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Camille Jones *D.C.*

Form #GR-117