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

PAMELA JO SELLS,
PLAINTIFF,
VS.
KYLE SAMUEL MITCHELL SELLS,
DEFENDANT.

NO. 88D-3243

BOOK 7750 PAGE 61

FINAL DECREE

This cause came on to be heard on the 1st day of December, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff in this cause, Pamela Jo Sells. Based upon the testimony of the Plaintiff, statements of counsel for the Plaintiff, the Defendant being before this Court having entered into a written notarized Marital Dissolution Agreement, making specific reference to this action by cause or docket number, and by signing of such Agreement, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences; and,

IT IS THEREFORE ORDERED, ADJUDGED and DECREED:

1. That the Plaintiff, Pamela Jo Sells, is hereby awarded an absolute divorce from the Defendant, Kyle Samuel Mitchell Sells, on the grounds of Irreconcilable Differences, T.C.A. Section 36-4-103, and is hereby restored to all rights and privileges of an unmarried person. Pursuant to T.C.A. Section 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights and obligations between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

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RUSH

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
Jun 12 9 55 AM '89

IDENTIFICATION REFERENCE

00901

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is hereby entered into this 26 day of Sept., 1988, by and between PAMELA JO SELLS, hereinafter referred to as "Wife", and KYLE SAMUEL MITCHELL SELLS, hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which are irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties captioned as Pamela Jo Sells vs. Kyle Samuel Mitchell Sells, Case No. 88D-3243 ; and,

WHEREAS, it is the decision of the parties insofar as they are able with the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, obligation for the payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to all of their property and other matters and concerns subject to the approval of a Court of competent jurisdiction; and,

WHEREAS, both of these parties have been advised of their respective rights, obligations and responsibilities, one to the other, and have had the opportunity to have been so advised by counsel;

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

1. Each party shall be free from the interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other or compel or endeavor to compel the other to cohabit from this date hereafter.

2. The parties hereto acknowledge that there are no minor children born of their marriage and therefore no provision need be made for custody, child support and visitation.

3. The current address of the Wife is as follows:

Pamela Jo Sells
110 Bellevue Road, Unit 2
Nashville, TN 37221

The current address of the Husband is as follows:

Kyle Samuel Mitchell Sells
110 Bellevue Road, Unit 2
Nashville, TN 37221

4. PERSONAL PROPERTY --

It is agreed between the parties that all right, title and interest to all the furniture, furnishings, and appliances of the parties shall become the sole and separate property of the Wife free of any further claim of the Husband. It is likewise agreed that all right, title and interest to one (1) Sanyo VCR belonging to the parties shall become the sole and separate property of the Husband free of any further claim of the Wife.

It is specifically agreed between the parties that the Husband will return the Sovran Bank Safety Deposit Box key to Wife, as well as one (1) 38 Rossi pistol, and one (1) Yorkshire Terrier dog. It is also specifically agreed between the parties that the utility deposit will remain Wife's, free of any claim of Husband.

5. AUTOMOBILES --

The Husband shall take, and the Wife shall surrender, all of her right, title, and interest in and to two (2) motorcycles to the Husband, being one (1) Hercules motorcycle and one (1) Yamaha motorcycle, with the Husband to pay any and all indebtedness owing on said vehicles and hold Wife harmless for nonpayment thereof. The Wife shall take, and the Husband shall surrender, all of his right, title, and interest in and to the 1983 Mercury Lynx automobile, with the Wife to pay any and all indebtedness owing on said vehicle and hold Husband harmless for nonpayment thereof.

6. DEBTS --

The Husband will pay the following indebtednesses of the parties, holding Wife harmless for nonpayment thereof: City Finance, Blazer Finance, Dayton Tire, Discover Card, and Circuit City. The Wife will pay the following indebtednesses of the parties, holding Husband harmless for nonpayment thereof: Sears, and the entire balance of the Visa card.

7. REAL ESTATE --

That all right, title, and interest in the home of the parties, being a condominium located at 110 Bellevue Road, Unit 2, Nashville, Davidson County, Tennessee, 37221, is divested out of the Husband and vested solely in the name of the Wife. The legal description is as follows:

> A certain condominium unit in Davidson County, Tennessee, described as follows:
> Unit No. 2, in a Horizontal Property Regime as shown on the condominium site plan of Plan of the First Addition of Bellevue Manor Condominiums, as of record in Book 5200, Page 231, Register's Office, Davidson County, Tennessee.
>
> BEING the same property conveyed to Pamela Jo Sells and husband, Samuel Sells by deed from Cathey K. Birmingham, an unmarried person, of record in Book 7329, Page 317, Register's Office, Davidson County, Tennessee.
>
> This property is commonly known as: 110 Bellevue Road, Unit No. 2, Nashville, Tennessee 37221.

A copy of this Final Decree may be recorded in the Register of Deeds Office for Davidson County, Tennessee, as a Muniment of Title.

8. 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 obligations are nondischargeable debts under 11 U.S.C. 523(5) of the Bankruptcy Code (or any corresponding provision in any other Bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations on the part of both parties are not a part of the property settlement. The

division of the property is set forth elsewhere in the Marital Dissolution Agreement.

9. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is a division of property by co-owners.

10. Each party shall be responsible for his or her own debts that each party incurred after the parties' separation, except as provided herein, holding the other party harmless from any liability or obligation thereon. For any indebtedness not herein disclosed or set out, it is agreed that each party shall be responsible for that indebtedness in the same manner and under the same legal relationship and obligation as when those respective debts were incurred, except as otherwise stated in this Agreement.

11. The Husband agrees to reimburse Wife one-half of her attorneys fees, and the Court costs shall be borne equally between the parties.

12. In consideration of the foregoing covenants, promises, and undertakings, both parties waive any and all claim for alimony against each other, past or present.

13. The Wife shall be restored to her maiden name of Pamela Jo Morris.

14. 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 such 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.

15. 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.

16. 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 waives and relinquishes to the other all right or claims which they 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, rights 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 parties, individually or jointly, or any property that either of them may acquire in the future.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

18. In the event any provision of this Agreement shall be held invalid in a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

19. It is understood and agreed between the parties as part of the consideration for the execution of this Agreement each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms and conditions of this Agreement.

20. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

21. It is agreed by and between the parties that the Wife may proceed with her Complaint for Absolute Divorce in the Fourth Circuit Court for Davidson County, Tennessee, or any court of

competent jurisdiction, on the grounds of irreconcilable differences and present the foregoing Agreement as evidence of the agreement between the parties in distributing the marital estate and resolving all matters involving the marital estate and shall be allowed to obtain a divorce in the Fourth Circuit Court for Davidson County, Tennessee, or any other court of competent jurisdiction upon the grounds of irreconcilable differences.

IN WITNESS WHEREOF, we have hereunto set out signatures this the 26th day of September, 1988.

Pamela Jo Sells
PAMELA JO SELLS, "WIFE"

Kyle Samuel Mitchell Sells
KYLE SAMUEL MITCHELL SELLS, "HUSBAND"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Judith N. Nelson, a Notary Public in and for said County and State, PAMELA JO SELLS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26th day of September, 1988.

MY COMMISSION EXPIRES:
7/13/91

Judith N. Nelson
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Judith N. Nelson, a Notary Public in and for said County and State, KYLE SAMUEL MITCHELL SELLS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26th day of September, 1988.

MY COMMISSION EXPIRES:
7/13/91

Judith N. Nelson
NOTARY PUBLIC

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

2. That the costs of this cause shall be borne equally between the parties, including reimbursement to the Plaintiff of one-half of the advanced filing fee, for which execution may issue if necessary.

ENTER this 12th day of December, 1988.

JUDGE

APPROVED FOR ENTRY:

NORMAN D. LANE
ATTORNEY FOR PLAINTIFF
214 Third Avenue, North
P. O. Box 3348
Nashville, Tennessee 37219-0348
615/244-2070
Tennessee Supreme Court
Registration No. 3290

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been mailed by U. S. Mail, postage pre-paid, on this the 1 day of Dec., 1988, to the following:

Mr. Kyle Samuel Mitchell Sells
110 Bellevue Road, Unit 2
Nashville, TN 37221

NORMAN D. LANE

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* 12th *day of* December, *19* 88, *in Case Number* 88D-3243 *between* PAMELA JO SELLS *Plaintiff, and* KYLE SAMUEL MITCHELL SELLS *Defendant, as same remains of record in Book* 174C, *Page* 2102 *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* 12th *day of* January *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary L. Voelker *D.C.*

Form #GR-117