45A

FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE 29 PM 3:49

GEORGE L. BECKER, CLERK

SHEILA JUNE SUTTON,
Plaintiff

VS.

ROBERT LEE SUTTON
Defendant

No. 88D-3080

051-01-0
007

094-02-0
212

FINAL JUDGMENT OF DIVORCE

This cause came on to be heard this 29th day of November, 1988, before the Honorable James R. Everett, Jr., Judge, upon the original complaint for absolute divorce, personal service of process on the defendant waived, the parties having entered into a notarized settlement agreement, the sworn testimony of the plaintiff in open Court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations of the complaint are sustained by the proof; that is, that the parties have irreconcilable differences. The Court further finds that the settlement agreement makes adequate and sufficient provision for the parties and for the equitable settlement of any property rights between the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Sheila June Sutton, be and is hereby awarded an absolute divorce from the defendant, Robert Lee Sutton, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the settlement agreement executed by the parties is approved by the Court and incorporated herein as follows:

0287L

IDENTIFIED REFERENCE

JAN 20 1 01 PM '89

BETTY J. WILSON CLERK & MASTER
DAVIDSON COUNTY, TN

7916 01/20 0101 01CASH

18.00

FILED

1988 NOV 29 AM 8:27

GEORGE L. ROSS, CLERK

BOOK 7755 PAGE 573

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHEILA JUNE SUTTON,
Plaintiff

VS.

ROBERT LEE SUTTON,
Defendant

No. 88D-3080

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into by and between Sheila June Sutton, hereinafter referred to as "Wife", and Robert Lee Sutton, hereinafter referred to as "Husband", on the 16th day of August, 1988, in conjunction with a Complaint for Absolute Divorce between the above mentioned parties filed in the Circuit Court for Davidson County, Tennessee, docket number 88D-3080.

W I T N E S S E T H

WHEREAS, the parties are husband and wife having been married on February 12, 1965, in Gallatin, Tennessee; and

WHEREAS, certain difficiulties have arisen in the marriage and wife has filed a petition for an absolute divorce in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties agree that in the event a decree of divorce is granted, this Agreement may be incorporated into said Decree and shall terminate the property rights of the parties,

NOW, THEREFORE, in consideration of the mutual agreements and promises of the parties as set out below, the parties hereby agree as follows:

1. REAL PROPERTY: Husband shall convey all of his right, title and interest in the parties properties known as 1013 New Due West Avenue, Madison, Tennessee and 603 South 20th Street, Nashville, Tennessee to wife. The conveyance shall be

accomplished by execution of a quitclaim deed by husband to wife upon the signing of this agreement. The deed shall be recorded upon the Court granting a divorce in this cause.

Wife shall pay all outstanding mortgage indebtedness on the properties and hold husband harmless thereon.

2. PERSONAL PROPERTY: The parties have previously divided all tangible personal property and household goods and affects. Each is now in possession of their separate property.

Husband shall convey all of his right, title and interest in the 1986 Chevrolet Camaro titled in both parties' names to wife. Wife shall pay the indebtedness to GMAC secured by said vehicle and shall hold husband harmless thereon. Husband shall retain as his sole and separate property the 1979 Chevrolet Van titled in his name.

3. DEBTS: Husband shall pay all other debts of the parties not otherwise provided for in this agreement, including the Master Card, Visa, Central Hardware, Kerr McGee, Gulf Oil and Discover Card accounts. Husband shall hold wife harmless on all such accounts and shall take appropriate action to have wife relieved of any liability for any indebtedness incurred against said accounts after the execution of this agreement.

4. ALIMONY: Neither husband nor wife shall request an award of alimony pursuant to the Decree of Divorce, if granted.

5. COURT COSTS: Wife agrees to pay court costs and attorney's fees in the divorce proceedings now pending.

6. ADDITIONAL INSTRUMENTS: It is agreed between the parties that each party shall willingly execute and deliver to the other any and all instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

7. Each of the parties hereto covenants with the

other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

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

9. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without undue influence, fraud, coersion or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Sheila June Sutton
SHEILA JUNE SUTTON
"Wife"

Robert L. Sutton
ROBERT LEE SUTTON
"Husband"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, D. Ronald Ingram, a Notary Public in and for the aforesaid State and County, the within named Sheila June Sutton with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand this 16th day of August, 1988.

D. Ronald Ingram
Notary Public

My commission expires: 3-3-92

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, D. Ronald Ingram, a Notary Public in and for the aforesaid State and County, the within named Robert Lee Sutton with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand this 16th day of August, 1988.

D. Ronald Ingram
Notary Public

My commission expires: 3-3-92

ENTER this 29 day of Nov, 1988.

JUDGE

APPROVED FOR ENTRY:

INGRAM & LOWE ATTORNEYS

BY: D. Ronald Ingram

D. Ronald Ingram
Attorney for Wife
405 Two Mile Pike
Goodlettsville, TN 37072
615-859-9665
TSCN #5624

CERTIFICATE OF SERVICE

This is to certify that a true and exact copy of the foregoing has been mailed to Robert Lee Sutton, 603 South 20th Street, Nashville, Tennessee 37206, this the 29th day of November, 1988.

D. Ronald Ingram

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* November, *19* 88, *in Case Number* 88D-3080 *between* Sheila June Sutton *Plaintiff, and* Robert Lee Sutton *Defendant, as same remains of record in Book* 45A, *Page* 835 *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* 20th *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 K Langford *D.C.*

Form #GR-117