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GEORGE L. ROGERS, CLERK
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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JOHN DANIEL SANSONE, JR,
PLAINTIFF

v. No. 88D-3922

MAP 142-5A-A 100
PARCEL 51

DONNA GAYLE SANSONE,
DEFENDANT

FINAL DECREE

This cause came on to be heard on January 9, 1989, before The Honorable James R. Everett, Jr., Judge, on a complaint for a divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, JOHN DANIEL SANSONE, JR, is hereby awarded an absolute divorce from the Defendant, DONNA GAYLE SANSONE, on the grounds of irreconcilable differences, and he is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court, and the Court affirmatively finds, that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

IN THE CIRCUIT COURT FOR THE 20TH JUDICIAL DISTRICT
DAVIDSON COUNTY, TENNESSEE

JOHN DANIEL SANSONE, JR.,
PLAINTIFF

v. No.

DONNA GAYLE SANSONE,
DEFENDANT

MARITIAL DISSOLUTION AGREEMENT

It appears there is now pending in the Circuit Court for Davidson County, Tennessee, a divorce action styled JOHN DANIEL SANSONE, JR. v. DONNA GAYLE SANSONE, Docket No. and it further appears there is no hope for reconciliation so that the parties desire to settle and adjudicate all property matters concerning them. Now, therefore, in consideration of the premises, the parties agree as follows:

1. The Husband owns real property located at 500 Plantation Court, H-3, Nashville, Tennessee 37221. The parties agree that all right, title and interest to this real property shall be divested out of the Wife and vested solely in the Husband to be his absolutely and that he shall be solely responsible for the payment of any mortgages connected thereto. The parties further agree that in the event this Marital Dissolution Agreement is made part of the Final Decree of divorce, the Final Decree itself shall operate to divest any right or interest the Wife may have in this property and vest ownership absolutely in the Husband. The legal description of said property is as follows:

> Unit No. H-3, together with the Carport designated No. H-3-C, in River Plantation, Section Two, a Condominium, a Horizontal Property Regime, located on Plantation Court, Nashville, Davidson County, Tennessee, as shown on the plat of River Plantation, Section Two, Condominium Apartments, recorded in Book 4460, pages 136 and 137, Register's Office for Davidson County, Tennessee, and described in a Master Deed recorded in Book 4661, page 334, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners and tenants of River Plantation, Section Two, Condominium Apartments, contained in the Master Deed and By-Laws appended thereto, of record in Book 4661, page 334, said Register's Office, are incorporated herein by reference and made a part hereof the same as though copied herein. Also incorporated herein is the amendment to By-Laws in Book 4691, page 906.

Being the same property conveyed to John Daniel Sansone, Jr., by deed from Emile Johnson Accas, of record in Book 8030, page 372, Register's Office for Davidson County, Tennessee.

2. The parties agree that Wife will receive the following items of personal property to be hers absolutely and Husband relinquishes all right to and ownership of such property:

1983 Subaru automobile
$5,000 cash
Personal and household effects she brought into the marriage
Personal belongings acquired during the marriage for herself and her child
Crystal vase
Crystal bowl
1 set of highball (Chicago Skyline)
Matching ice bucket
2 sets of wine glasses
Telephone answering machine
Lace table cloth
Silver flatware
Touch lamp
VCR

The parties agree that Husband will receive the following items of personal property to be his absolutely and Wife relinquishes all right to and ownership of such property:

All furniture located in the home
All appliances located in the home
All dishes
Personal clothing
Personal jewelry
Any personal property not specifically granted to Wife

3. The parties agree that the Wife will receive ownership of life insurance policy No. 00082017026 through CNA Insurance Company, and the Husband agrees to relinquish any right he may have in said policy. The Husband further agrees to pay the premiums on said policy and keep it current through May of 1989, after which Wife shall be responsible for payment of the premiums.

4. The parties agree that each shall pay his or her own attorney's fees incurred in this matter and the Husband shall be responsible for the court costs incurred in this matter.

5. The parties agree and acknowledge that they have each entered into this Agreement with full knowledge of the extent and probable value of all property involved and the parties have jointly and individually released and surrendered all of his or her right, title and interest, now or otherwise, in and to all of the estate whether real, personal,

tangible or mixed, now owned or hereafter acquired of or by the other party, as he or she may be bound by the promises and covenants contained in this Agreement.

6. The parties desire that this Marital Dissolution Agreement be incorporated as a part of any Final Decree of divorce that may be entered in the Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction over the parties, and to that end agree that it should be submitted to the Court for ratification, approval, and express incorporation by reference into the Final Decree.

7. From the date of execution of this Agreement, neither party will incur any indebtedness to the other. Should this covenant be violated and one party is required voluntarily or involuntarily to pay a debt for the other party, the party who makes such payment shall be entitled to indemnity from the other party of all legal obligations paid, including the amount paid, reasonable attorney's fees actually incurred, and the interest actually paid not to exceed the maximum statutory rate.

8. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between the parties. The parties have fully disclosed all their assets and liabilities to each other, and there are no representations or warranties made by either party to the other, other than those expressly set forth herein.

9. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions of this Agreement have legal effect and are fully understood by each party. Each party acknowledges this Agreement is fair and equitable, and is being entered into voluntarily and with full awareness and understanding of the consequences of entering into the Agreement.

10. This Agreement is to be construed as a whole, is to be considered an equitable distribution of the joint assets of the parties, a retention by the parties of property owned by them prior to the marriage, and is in no way to be considered as a sale or transfer of property in return for the relinquishment of any marital rights.

DATED this 14th day of October, 1988.

JOHN DANIEL SANSONE, JR.

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 JOHN DANIEL SANSONE, JR., with whom I am personally acquainted and who acknowledged he executed the within instrument for the purpses therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 14th day of October, 1988.

NOTARY PUBLIC

My commission expires: 3/8/89.

DONNA GAYLE SANSONE

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 DONNA GAYLE SANSONE, with whom I am personally acquainted and who acknowledged she executed the within instrument for the purpses therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 13th day of October, 1988.

NOTARY PUBLIC

My commission expires: 3/8/89.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon the signing of this Order the attorney for the Plaintiff is relieved of his duties as attorney of record for the Plaintiff in this cause.

Final costs of this cause shall be assessed against the Plaintiff for which execution may issue if necessary.

THIS 9 day of January, 1989.

JUDGE

APPROVED FOR ENTRY:

JOHN D. KITCH, #4569
ATTORNEY FOR PLAINTIFF
Suite 305
2300 Hillsboro Road
Nashville, Tennessee 37212
(615) 385-9911

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent by postage prepaid mail to Donna Gayle Sanson, 865 Bellevue Road, Apt. L12, Nashville, Tennessee 37221, this 9th day of January, 1989.

JOHN D. KITCH

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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* Probate *Circuit Court for Davidson County, Tennessee, on the* 9th *day of* January, 1989, *in Case Number* 88D-3922 *between* John Daniel Sansone, Jr. *Plaintiff, and* Donna Gayle Sansone *Defendant, as same remains of record in Book* 45C, *Page* 2388 *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* February *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117