46C|2193

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

ROBERT E. MURRAY,

Plaintiff,

vs.

SALLY O. MURRAY,

Defendant.

NO. 88D-3849

FILED
1989 MAR -2 PM 3:44
[illegible] CLERK
D.C.

BOOK 7789 PAGE 729

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 2nd day of March, 1989, before the Honorable James Everett, upon the original Complaint for Divorce, the Marital Dissolution Agreement signed by the parties and the sworn testimony of the Plaintiff from all of which the Court finds that the parties have made an equitable distribution of any property rights. The Court further finds that the parties have irreconcilable differences and that the Court approves the Marital Dissolution Agreement of the parties.

The Court further finds that the addresses of the parties are as follows:

Plaintiff - Robert E. Murray
101 Stokeswood Place
Nashville, TN 37215

117-08-0B-008

Defendant - Sally O. Murray
1025 River Ridge Terrace
Nashville, TN 37221

141-15-0C-070-00

IT IS, THEREFORE, ORDERED AND ADJUDGED that the Plaintiff, Robert E. Murray, be and he is hereby awarded an absolute divorce from the Defendant, Sally O. Murray, and the parties restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following Marital Dissolution Agreement of the parties is approved by the Court and is incorporated herein by reference, and made the Order of this Court. Said agreement is, in words and figures, as follows:

15186

IDENTIFICATION REFERENCE

FILED & RECORDED
Mar 6 3 24 PM '89
FELIX Z. WILKINS REGISTER
DAVIDSON COUNTY, TN

4262 03/09 0101 03CHECK 27.00

FILED
MAR 2 1999
GEORGE L. ROOKER, Clerk
By _____ Deputy

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

ROBERT E. MURRAY,
Plaintiff,
VS.
SALLY O. MURRAY,
Defendant.

NO. 88D-3849

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Probate Court for Davidson County, Tennessee, a Complaint for Divorce, Docket No. 88D-3849, filed by Robert E. Murray, hereinafter referred to as "Husband," against Sally O. Murray, hereinafter referred to as "Wife."

WHEREAS, these parties are presently living separate and apart and desired 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 do agree as follows:

1. Real Estate.

A. 1025 RIVER RIDGE TERRACE. Husband shall receive all right, title and interest in the real property located at 1025 River Ridge Terrace, Nashville, Tennessee 37221, and any interest of Wife shall be divested out of her. Said property is specifically described at Book No. 6616, page 438, in the Register's Office of Davidson County, Tennessee, as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 225 on the Plan of Rolling River Estates, Phase "10", as of record in Book 6200, page 53, said Register's Office.

Said Lot No. 225 fronts 38.98 feet on the westerly side of River Ridge Terrace and runs back 148.04 feet on the northeasterly line and 134.13 feet on the southeasterly line to a line in the rear which measures 170.00 feet thereon.

Being the same property conveyed to Robert E. Murray and wife, Sally O. Murray, from Allen Earps Builders, Inc., by deed of record in Book 6616, page 438, Register's Office of Davidson County, Tennessee.

Husband shall place the said real property on the market for sale. From the proceeds of this sale, Husband shall pay Wife Thirty Thousand Dollars ($30,000.00). Any net proceeds in excess of Thirty Thousand Dollars ($30,000.00) shall be split equally between the parties. If the real estate sells at a price that does not bring net proceeds of Thirty Thousand Dollars ($30,000.00), Husband shall pay Wife the difference between the net proceeds and Thirty Thousand Dollars ($30,000.00), so that Wife shall receive Thirty Thousand Dollars ($30,000.00) upon the closing of the real estate. Wife plans to remain in the River Ridge home until March 1, 1989. If she remains in the River Ridge home after March 1, 1989, she shall pay the sum of Four Hundred and Sixty-Two Dollars ($462.00) per month rent to Husband. If Wife remains in said real property after March 1, 1989, she must move on the date specified by Husband. Husband shall pay the mortgage on said property and all the expenses, including repairs and taxes, and Husband shall hold Wife harmless on the same.

B. 260-262 CEDARCREEK DRIVE. Wife shall receive all right, title and interest in the duplex located at 260-262 Cedar Creek Drive, Antioch, Tennessee 37013, and any interest of Husband shall be divested out of him. Said real estate is more specifically described in Book 5733, page 196, in the Register's Office of Davidson County, Tennessee, as follows, to-wit:

> Being Lot No. 85 on the Plan of Cedarwood Estates, Section Two, of record in Book 4860, page 58, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.
>
> Being the same property conveyed to Robert E. Murray and wife, Sally O. Murray, from Norman Properties, a Tennessee Partnership, by deed of record in Book 5733, page 196, Register's Office of Davidson County, Tennessee.

Wife shall pay the mortgage on said property, and all the expenses, including repairs and taxes, and she shall hold Husband harmless on the same.

C. **101 STOKESWOOD PLACE.** Husband shall retain all right, title and interest in the real estate located at 101 Stokeswood Place, Nashville, Tennessee 37215. Said real estate is more specifically described in Book 7654, page 477, Register's Office of Davidson County, Tennessee, as follows, to-wit:

> A certain condominium apartment in Davidson County, Tennessee, being unit No. 8 on the Revised Plan of Stokeswood Condominium, of record in Book 6250, page 845, and amended in Book 6200, page 438, both in Register's Office for said County, which plan and record thereof are incorporated herein and made a part hereof by reference.
>
> Being the same property conveyed to Robert E. Murray from Stokes Lane Partners by deed of record in Book 7654, page 477, Register's Office of Davidson County, Tennessee.

Husband shall pay the mortgage on said property, and all the expenses, including repairs and taxes, and he shall hold Wife harmless on the same.

2. **Retirement Funds.** Husband shall receive all right, title and interest in his retirement fund and Wife shall receive all right, title and interest in her retirement fund.

3. **Household Goods and Furnishings.** The parties have divided their household goods and furnishings, and each party shall maintain all right, title and interest in said household goods and furnishings in his or her possession.

4. **Limited Partnerships and Bonds.** Wife shall receive all right, title and interest in Centennial Limited Partnership and the University Real Estate Fund 12. Wife shall also receive all right, title and interest in the Smith County Nursing Home and City of Fort Wayne Bonds.

5. **Mortgage on Smith County Property.** Wife shall receive all right, title and interest in the mortgage on the real property at Smith County in the approximate value of Twenty-Two Thousand Dollars ($22,000.00).

6. **Investment Accounts.** Wife shall receive the approximate amount of Two Thousand Six Hundred and Seventy-One Dollars ($2,671.00) in a brokerage account and the approximate amount of One Hundred and Sixty Thousand Dollars ($160,000.00) in the Fidelity Investment Account. From these accounts, Wife shall pay Husband the sum of ~~Five~~ Three Thousand Dollars (~~$5,000.00~~ $3,000.00). RGW Son RGW Son

7. **Stock.** Wife shall receive all right, title and interest in the stock of Corrections Corporation of America.

8. **Automobiles.** Wife shall receive all right, title and interest in the 1988 Escort Esp. Husband shall receive all right, title and interest in the 1988 Chevrolet Beretta.

9. **Professional Assets.** Husband shall receive all right, title and interest in his medical practice, and he shall hold Wife harmless on any debt arising from said practice.

10. **Debts.** Husband shall pay the debt to Jeffrey Murray in the amount of Fourteen Thousand Dollars ($14,000.00) and the equipment in his medical practice, and he shall hold Wife harmless on these debts.

11. **Educational Expenses of Parties' Children.** Husband shall pay the expenses of the college education of the parties' two (2) children, which is the equivalent of in-state tuition, minimum

room and board and books at the University of Tennessee at Knoxville. Husband shall pay these expenses for a period of four (4) years of college or until the minor child reaches the age of twenty-two (22), whichever occurs first.

12. **Health Insurance.** Wife shall maintain coverage for the parties' two (2) children at Baptist Hospital as long as she is employed there. Husband will pay the deductible toward said insurance as long as the children are covered by the Baptist Hospital Plan.

13. **Income Taxes.** The parties shall file a joint income tax return for the year 1988. If there is an income tax refund, the parties shall split the refund equally. If there is an income tax liability, the payment of the income taxes shall be prorated according to the income of the parties.

14. **Attorneys Fees and Court Costs.** Each party is responsible for paying his or her attorneys fees. Husband shall pay the Court costs.

15. **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.

16. **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 an that it is not the result of any duress or undue influence.

17. **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.

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.

19. **Incorporation**. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

20. **Severance**. Should a Court hold that any portion of this Marital Dissolution Agreement is invalid, the remainder shall be and remain in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court shall order.

WITNESS OUR HANDS, this 21st day of February, 1989, as to the Wife, and the 21st day of February, 1989, as to the Husband.

Robert E. Murray

ROBERT E. MURRAY

Sally O. Murray

SALLY O. MURRAY

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 Sally O. Murray 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, Tennessee, this 21st day of February, 1989.

Bessie B. Mitchell
NOTARY PUBLIC

My Commission Expires: July 10, 1990

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 Robert E. Murray 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 21st day of February, 1989.

Bessie B. Mitchell
NOTARY PUBLIC

My Commission Expires: July 10, 1990

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are adjudged against both parties, for which execution may issue, if necessary.

ENTERED this the 2 day of March, 1989.

Judge

APPROVED FOR ENTRY:

Margaret L. Behm #5123
DODSON, PARKER, SHIPLEY,
BEHM & SEABORG
Fourth Floor Realtors Building
306 Gay Street
P. O. Box 198066
Nashville, TN 37219-8066
(615) 254-2291

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Final Decree of Divorce has been mailed, postage prepaid, to Mary Frances Lyle, Bruce, Weathers, Dughman & Lyle, 1614 Parkway Towers, 404 James Robertson Parkway, Nashville, TN 37219, on this the 2nd day of March, 1989.

Margaret L. Behm

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* 2nd. *day of* March, *19* 89, *in Case Number* 88D-3849 *between* Robert E. Murray *Plaintiff, and* Sally O. Murray *Defendant, as same remains of record in Book* 46C, *Page* 2193 *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* 9th. *day of* March *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D Tucker *D.C.*

Form #GR-117