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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

YOLANDA NEW DICKERSON,
Plaintiff,
VS
EDGAR NORTH DICKERSON,
Defendant.

NO. 88D-901

BOOK 7810 PAGE 791

FINAL DECREE OF DIVORCE

This cause came on to be heard this the 19th day of January, 1989, before the Honorable Muriel Robinson, Judge, Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for absolute divorce filed by the plaintiff, Yolanda New Dickerson, on the ground, inter alia, of irreconcilable differences between herself and the defendant, Edgar North Dickerson, upon the answer and counter complaint filed by Edgar North Dickerson, and the answer of the said Yolanda New Dickerson to the counter complaint. The defendant, Edgar North Dickerson, has moved the Court, and same has been granted, for permission to withdraw his answer and counter complaint in order that this matter may be disposed of on the basis of irreconcilable differences. This cause is further before the Court upon the testimony of the plaintiff and submission to the Court of a Property Settlement Agreement executed before a notary public by both the plaintiff, Yolanda New Dickerson, and the defendant, Edgar North Dickerson, from all of which the Court finds that the plaintiff has satisfied her burden of proof. Accordingly, the Court finds that the plaintiff should and is hereby granted an absolute divorce from the defendant on the ground of irreconcilable differences, pursuant to T.C.A., §36-4-103. The Court finds that the parties do not have children. The Court further finds that tne Property Settlement Agreement between the parties is fair and equitable. The provisions of the Property Settlement Agreement are herein set out:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between YOLANDA NEW DICKERSON, (hereinafter referred to as wife), and EDGAR NORTH DICKERSON, (hereinafter referred to as husband).

The parties to this agreement recite and declare that:

1) They are presently husband and wife, and were married each to the other on June 7, 1986, in Nashville, Davidson County, Tennessee.

2) That the parties are seeking a divorce in the Davidson County, Tennessee Fourth Circuit Court under style of Yolanda New Dickerson, Plaintiff vs. Edgar North Dickerson, Defendant, Action No. 88D-901, that they mutually desire that the herein contained agreement be incorporated into a final judgment for absolute divorce, if same is granted by the Court.

3) The parties are now living in a bona fide state of separation.

4) This agreement is made and entered into fully and voluntarily by both parties herein.

In consideration of the mutual promises and covenants of the parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, husband and wife agree as follows:

I.

Wife shall own, have and enjoy independent of any claim and title and right of husband, all of those personal articles that are particularly personal to her, such as wearing apparel, personal effects, and personal jewelry.

II.

Husband, shall own, have and enjoy independent of any claim and title and right of wife, all of those personal articles that are particularly personal to him, such as wearing apparel, personal effects, and personal jewelry.

III.

Title to the following household goods and personal property shall be divested out of wife and vested in husband: (a) one [1] floor model television set; (b) one [1] dryer; (c) one [1] box spring and bed frame; (d) one [1] satellite television disc (with the husband expressly agreeing to assume the payment outstanding notes and holding the wife harmless from all future liability); (e) one [1] punch bowl and punch bowl glasses; (f) one [1] blue bedspread; (g) one [1] blue set of towels; one [1] pink set of towels; (h) one [1] abstract painting.

IV.

Title to all household goods and personal property presently situated at 326 Ewing Drive, Nashville, Tennessee not hereinbefore referred to shall be divested out of husband and vested exclusively in wife.

V.

Title to real property known as 326 Ewing Drive, Nashville, Tennessee 37207 shall be divested out of husband and vested exclusively in wife. The husband, Edgar North Dickerson, hereby conveys and quitclaims his entire interest in and to the following described real property to Yolanda New Dickerson:

> Land in Davidson County, Tennessee, being Lot No. 111 on the Plan of Hillhurst Acres, Section 1, as of record in Book 2331, Page 50, Register's Office for Davidson County, Tennessee, which plan reference is hereby made for more complete and accurate description thereof.
>
> Being the same proeprty conveyed to Edgar N. Dickerson, and wife, Yolanda N. Dickerson, by deed of record in Book 6806, Page 634, Register's Office of said County.

The wife, Yolanda New Dickerson, agrees to be exclusively responsible for the payment of the mortgage note and lien presently encumbering the aforesaid described real property. Wife further agrees that the husband will be held completely harmless from said mortgage indebtedness and agrees to indemnify said husband for any breach of this covenant.

VI.

That all other furniture and personal property have already been divided and distributed between the husband and wife, and the ownership of said items are hereby exclusively vested in the person presently possessing said property, exclusive of any claim of title which may be made by the other.

VII.

The parties may, and shall, live separate and apart and each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were never married. Each shall be free to reside in such place or places as he or she may select.

VIII.

That the parties shall not molest or interfere with each other and shall respect one another's right to privacy.

IX.

That the parties agree that all bills acquired during their marriage and prior to the execution of this agreement be paid by the party making and benefiting from said indebtedness, and the other party will be held completely harmless from said indebtedness.

X.

That neither party shall charge or cause or permit to be charged to or against the other, and purchase which either of them may hereafter make, or create any obligation in the name of or against the other or secure or attempt to secure the credit upon or in connection with the other, or insert the other party's name. Both agree to hold one another harmless and indemnify one another for any breach of this covenant.

XI.

Except as otherwise provided in this Agreement, each party hereby releases and forever discharges the other from any marital rights inuring to them under the laws of this state or any other state. Specifically, the parties hereby release and forever discharge any marital and property rights, statutory or otherwise, that they may have in any and all property presently in the possession, control and dominion of the other.

XII.

Both parties agree to sign any and all deeds, titles, or instruments necessary to carry out the full purpose and intent of this agreement.

XIII.

Husband agrees to pay attorney fees to wife's attorney, Russell B. Ennix, Esquire, in the amount of $500.00.

XIV.

Both parties acknowledge that they have read this agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

XV.

Husband agrees to pay all court costs invovled in the divorce proceedings.

WITNESS the signature of the party hereto, this the 9th day of December, 1988.

/s/ YOLANDA NEW DICKERSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the above location, the within YOLANDA NEW DICKERSON, the bargainor, 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, Davidson County, Tennessee, this the 9th day of December, 1988.

/s/ Cynthia Hambrick
NOTARY PUBLIC

My Commission Expires:

9/26/92

WITNESS the signature of the party hereto, this the 23rd day of September, 1988.

/s/ EDGAR NORTH DICKERSON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the above location, the within EDGAR NORTH DICKERSON, the bargainor, 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, Davidson County, Tennessee, this the 23rd day of September, 1988.

/s/ Wanda Cartwright
NOTARY PUBLIC

My Commission Expires:

1-9-91

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, Yolanda New Dickerson, is hereby granted an absolute divorce from the defendant, Edgar North Dickerson, on the grounds of irreconcilable differences. It is further ORDERED that the terms of the Property Settlement Agreement (Marital Dissolution Agreement) executed by the parties are approved and adopted by the Court and incorporated as a part of this Decree. It is further ORDERED that the real property owned by the parties located at 326 Ewing Drive, Nashville, Tennessee 37207, by completely divested out of the defendant, Edgar North Dickerson, and completely vested in the plaintiff, Yolanda New Dickerson, to be hereafter known as, Yolanda Louise New, in fee simple absolute. Said real property is more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 111 on the Plan of Hillhurst Acres, Section 1, as of record in Book 2331, Page 50, Register's Office for Davidson County, Tennessee, which plan reference is hereby made for more complete and accurate description thereof.
>
> Being the same property conveyed to Edgar N. Dickerson, and wife, Yolanda N. Dickerson, by deed of record in Book 6806, page 634, Register's Office of said County.

It is further ORDERED that the defendant, Edgar North Dickerson, pursuant to the terms of the Property Settlement Agreement, pay to the plaintiff's attorney, Russell B. Ennix, Esquire, the sum of $500.00 for which execution may issue, if necessary. It is further ORDERED that the plaintiff, Yolanda New Dickerson, be

restored to her maiden name, namely, Yolanda Louise New. It is further ORDERED that the cost of this matter be taxed against the defendant, Edgar North Dickerson, for which execution may issue, if necessary.

The current address of the parties is as follows:

Yolanda New Dickerson
326 Ewing Drive
Nashville, Tennessee 37207

Edgar North Dickerson
217 New Brick Church Pike
Goodlettsville, Tennessee 37072

Entered this the 23rd day of January, 1989.

MURIEL ROBINSON, JUDGE

For Entry:

RUSSELL B. ENNIX, P.R. NO. 4407
ATTORNEY FOR PLAINTIFF
330 CHARLOTTE AVENUE
SUITE 427
NASHVILLE, TENNESSEE 37201
(615) 259-4330

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing Final Decree was mailed to Jeanah P. McClure, Esquire, Attorney for Edgar North Dickerson, Suite 1712 Parkway Towers, 404 James Robertson Parkway, Nashville, Tennessee 37219, by dropping same in the U. S. Mail, postage prepaid, this the 19th day of January, 1989.

RUSSELL B. ENNIX

pc: Mrs. Yolanda New Dickerson

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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* 23rd *day of* JANUARY, *19* 89, *in Case Number* 88D-901 *between* YOLANDA NEW DICKERSON *Plaintiff, and* EDGAR NORTH DICKERSON *Defendant, as same remains of record in Book* 175B, *Page* 1508 *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* 6th *day of* April *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