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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ARVIS EUGENE WHITTLE	]	
	]	
Plaintiff,	]	
	]	
VS.	]	No. 88D-4412
	]	
YVONNE MYRTLE WHITTLE	]	MAP- 75-9
	]	Par- 30 ML
Defendant.	]	

F I N A L D E C R E E

This cause came on to be heard on the 7th day of April, 1989, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Plaintiff, Arvis Eugene Whittle, who until their separation in November, 1988 resided with the Defendant; and with the cause proceeding to trial as an uncontested matter in view of a written executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; testimony of Plaintiff, Arvis Eugene Whittle heard in open court; statement of counsel; and the entire record in this cause. From all of which, the Court is of the opinion and finds as follows:

That from the testimony presented to the Court, it appears the parties hereto have irreconcilable differences in their marriage.

It is THEREFORE, ORDERED, ADJUDGED, and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the Plaintiff, Arvis Eugene Whittle, is hereby awarded an absolute divorce from the Defendant, Yvonne Myrtle Whittle, upon the grounds of irreconcilable differences, and he is hereby restored to all rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written executed Marital Dissolution Agreement, and the Court affirmatively finds that the parties have entered into a written executed Marital Dissolution Agreement; and the Court further affirmatively finds that the parties have made adequate

and sufficient provisions by written agreement for the equitable settlement of all property rights as between the parties (and further, that there are no minor children of the parties. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

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THIS AGREEMENT entered into on the dates set forth beside their signatures below, by and between IVONNE MARIE TOUSIGNANT WHITTLE, hereinafter referred to as "Wife", and ANTHONY EUGENE WHITTLE, hereinafter referred to as "Husband":

W I T N E S S E T H

WHEREAS, there is now pending a Complaint for Divorce in the Circuit Court for Davidson County, Tennessee, Docket No. 93D-4413, wherein Husband is seeking an absolute divorce from Wife on the ground of irreconcilable differences; and there being such irreconcilable differences between the parties that they can no longer live together as husband and wife, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights, marital debts, and maintenance;

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the ground of irreconcilable differences; and

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. (A) Husband shall be and is divested of any right, title or interest in and to the real property located at 3932 Plantation Drive, Hermitage, Davidson County Tennessee, 37076; and, Wife shall be and is vested with sole right, title and interest in and to said real property, which is more specifically described hereinafter below as follows:

> Land in Davidson County, Tennessee, being Lot No. 110 on the Plan of Hermitage Hills, Section 1, of record in Book 2900, pages 88 and 89, Register's Office for said County, more particularly described as follows:
>
> Beginning with a point in the northerly margin of Plantation Drive at the common corner of Lots Nos. 110 and 111; thence with the boundary between said two lots 111.6 feet in a northerly direction to a point; thence in an easterly direction 22 feet to a point at the common corner of Lots Nos. 110 and 109 on the western margin of Bonnaventure Drive; thence with said margin 87.0 feet in a southerly direction to a point which is the beginning of a curve; thence with said curve 38.27 feet in a southwesterly direction to a point in

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the Whittle [illegible] said point N. [illegible] E. to the point of beginning.

Being the same property conveyed to Gary B. Whittle and wife, Yvonne T. Whittle by Warranty Deed dated June 16, 1988 from ROY H. Bush and wife, Nora J. Bush of record in Book 3021, Page 771 R.O.H.C.T.

(B) Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for the mortgage indebtedness presently due and owing upon said real property, as well as homeowner's insurance, property taxes, and any maintenance expenses, excluding the cost associated with the removal of the dog pen located upon said real property, which shall be removed by Husband at his expense.

(C) For and in consideration of the transfer by Husband to Wife of his interest in the real property described above, Wife shall pay directly to Husband the sum of $23,000.00, which shall be paid to Husband within sixty (60) days from the date of this Agreement, or at such time as Wife shall obtain and procure financing, whichever event shall first occur.

2. (A) Wife shall be and is divested of any right, title or interest in and to the real property located in Hickman County, Tennessee, and Husband shall be and is vested with sole right, title and interest in and to said real property, which is more specifically described below, as follows:

Land located in the 14th Civil District of Hickman County, Tennessee, being Tract No. 15 as described on a Plat prepared by James C. Webb, Engineer/Surveyor, Columbia, Tennessee, and recorded in Plat Book 4, at Page 14, Register's Office of Hickman County, Tennessee, describing a tract of land of 142.2 acres.

Being the same property conveyed to A. E. Whittle and wife, Yvonne M. Whittle, by Warranty Deed dated June 1, 1981, from E. C. Blank, II, Trustee, of record in Deed Book 58, Page 45, Register's Office for Hickman County, Tennessee.

(B) Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for any liability arising out of the indebtedness due and owing upon said real property, including the payment of any and all property taxes, insurance premiums, or other costs associated with the maintenance of said real property.

3. Husband shall be and is divested of any right, title or interest in and to the 1982 Cadillac automobile, and Wife shall be vested with sole right, title and interest in and to said vehicle. Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for any indebtedness due and owing upon said vehicle.

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4. Wife and Husband do [illegible] divided [illegible] right, title and interest in and to the 1987 GMC Jimmy Truck and the 1985 GMC Truck, and Husband shall [illegible] and [illegible] with sole right, title and interest in and to said vehicles. Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for any indebtedness due and owing upon said vehicles.

5. The parties agree that they shall equally divide the balance in the joint savings account at Third National Bank.

6. (A) Wife shall be and is divested of any right, title or interest in and to Husband's Individual Savings Plan offered through his place of employment, Husband's Credit Union Account, and any IRA or other investment accounts which may have been placed primarily in his name, and Husband shall be and is vested with sole right, title and interest in and to said accounts.

(B) Husband shall be and is divested of any right, title or interest in and to Wife's Credit Union Savings Account, her IRA Account, and any vested retirement funds which may be attributable to her employment, and Wife shall be and is vested with sole right, title and interest in and to said accounts.

7. Husband shall be and is vested with sole right, title and interest and Wife shall be and is divested with any right, title or interest in and to the following:

A. The dogs and all accessories including kennels now in existence at the home of the parties which shall be removed from the residence within 60 days from the date of this Agreement without damage to the residential real property and in the event that said property shall have been damaged Husband shall immediately commence and repair said property to place it in as natural a condition as is possible
B. Four (4) assorted motorcycles with all parts and accessories
C. Contents of the shop including all tools and a riding lawn-mower
D. The TV dish lite system with accessories
E. All firearms excluding the Model 1100 Remington 20 Guage Shotgun
F. All contents of the 'sunroom' including the furniture and chairs located therein
G. Trophies in trophy case
H. Accessories for riding lawnmower
I. All lawn tools except the hedgeclippers, rake, bush lawn mower and electric clippers which shall be and are the sole and separate property of Wife
J. All personal property items stored under the home of the parties which shall be removed within 60 days from the date of this Agreement, in the absence of which it shall become the sole and exclusive property of Wife
K. All citizens band radio equipment including the tower and antenna all of which shall be removed at the expense of Husband within 60 days from the date of this Agreement without damage to the real property
L. Picnic Table and Chairs
M. Grill

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8. Husband and Wife agree to convey, transfer, release their interest in and to the following hereinafter described personal property which shall be the sole property of Wife as follows:

A. Bedroom furniture for two bedrooms
B. Living room furniture
C. All den furniture excluding stereo, desk
D. Washer and Dryer
E. Stove and microwave oven
F. Refrigerator
G. All small kitchen appliances
H. Electric Organ
I. Stereo System
J. All of her jewelry
K. Security alarm system
L. 24,000 BTU air conditioner located in house
M. Gas Grill
N. Push lawn mower, hedge clippers, rake, and electric clippers
O. 8,000 BTU air conditioner located in house
P. 1/2 carat heart-shaped diamond ring

9. The Wife and Husband claim no alimony, either pendente or permanent, and waive any claim that they might have hereto in any divorce action between them.

10. The Husband shall be responsible for the payment of the balance of any court costs necessitated by either party obtaining a divorce pursuant to the terms and conditions of this agreement; however it is agreed by the parties that any advanced filing fee paid by either party may be applied to the Court costs, and not refunded.

11. The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them to the extent and probable value of all property and estate of the parties jointly and personally and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital and otherwise in and to all of the estate whether real, personal, and tangible or mixed now owned or hereinafter acquired or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

12. The parties agree this Marital Dissolution Agreement subject to Court approval shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

13. The parties agree that they will not remove, sell, mortgage, or in any manner dispose of or damage the real or personal property of the other party held in the marriage or otherwise, either held jointly or severally, pending a final hearing for divorce.

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14. With respect to [illegible] of certain debts and [illegible] the other parties for the debts hereby. The parties understand and agree that the [illegible] dischargeable debt under the Bankruptcy Code [illegible] and part of the final financial support settlement for both parties. The parties further agree that notwithstanding the fact that either party may subsequently be discharged under the Bankruptcy Code that the Circuit Court for Davidson County, Tennessee shall continue to have the power to enforce the terms and conditions of this Agreement by such powers or means as the court may deem necessary, and that for this reason, all questions pertaining to the enforcement of the terms and conditions of this agreement are reserved by the Court and continued under advisement by the Court for such further action as the Court may deem necessary.

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15. Each party, at the request of the other, will execute and deliver all documents which may be reasonably necessary to give full effect to this Agreement.

16. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred.

17. Should the Court rule that any portion of this Agreement is invalid, the remainder shall be in full force and effect, and the invalid portion shall be struck from the Agreement or modified as the Court shall order.

18. Each party acknowledges that this Agreement has been entered into of his or her volition with full knowledge and information including tax consequences. In some instances, it represented a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either part in making this Agreement. Each party acknowledges that no representations or any kind have been made to him or her as an inducement to enter into this Agreement other than the representations set forth herein.

19. Both parties agree not to molest, harass, interfere with or impose any restraint upon the other, except as set out in this Agreement.

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Returns [illegible] assessment. The amount [illegible] shall be borne by [illegible] whether the deficiency is due to [illegible] deduction, or misrepresentation of fact by the other parties, and if so, to what extent, or if on a joint income deduction. Husband and Wife each represents and warrants to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete, and fully and accurately reflect the income and deduction for those years.

21. Wife shall be and is restored to her maiden name of Tousignant.

22. In the event that it becomes necessary to prepare and file Quitclaim Deeds to effectuate the intent of the real estate paragraphs contained in this Agreement Wife shall pay for the costs and recording fees associated with the Quitclaim Deed of the residential real property in Hermitage, Davidson County, Tennessee and Husband shall pay for the costs and recording fees associated with the Quitclaim Deed of the property in Hickman County, Tennessee.

23. The parties acknowledge that Attorney David R. Kennedy has represented Wife and that Attorney Anthony Bowers has represented Husband in the negotiations surrounding the preparation of this instrument; that both parties understand and agree with the contents of said Agreement. Neither David R. Kennedy nor Anthony Bowers claim any expertise or knowledge regarding the tax ramifications surrounding this Agreement and both parties acknowledge that they have sought and obtained independent tax advice regarding the ramifications and effect of signing this Agreement and that neither of them rely upon the aforesaid attorneys as to the tax implications surrounding said instrument.

24. Pursuant to a previous Agreed Order the parties shall divide equally any tax refund obtained from the filing of their joint 1988 Federal Income Tax Returns.

25. By their signatures hereinafter below, each parties herewith acknowledge that Davidson County is the proper jurisdiction and venue of this action and each of them waive statutory or personal service of process.

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Yvonne Myrtle Whittle
YVONNE MYRTLE WHITTLE
"Wife"

Arvis Eugene Whittle
ARVIS EUGENE WHITTLE
"Husband"

DATE: 3-23-89

DATE: 3-27-89

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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 Yvonne Myrtle Whittle the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 23rd day of March, 1989.

David R. Kennedy
NOTARY PUBLIC

My Commission Expires: 5-13-90

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 Arvis Eugene Whittle, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 27th day of March, 1989.

Anthony W. Bowers
NOTARY PUBLIC

My Commission expires: 5-20-92

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It is further ORDERED, ADJUDGED, and DECREED that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein is hereby approved by the Court and made the judgment hereof in all respects.

It is further ORDERED, ADJUDGED, and DECREED that the costs of this action are taxed against the Husband.

It is further ORDERED, ADJUDGED, and DECREED that after this Decree has become final, Anthony N. Bowers shall be relieved of his obligations of representation as legal counsel to the Plaintiff including future service of process or any other matters regarding this cause.

JUDGE

4-7-89.

APPROVED FOR ENTRY:

Anthony N. Bowers
Attorney for Plaintiff
2525 Lebanon Road
Nashville, Tennessee 37214
(615) 889-3228
Registration No. 5870

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid via United States Mail to David R. Kennedy, 4207 Lebanon Road, Suite 200, Hermitage, Tennessee 37076, this 7th day of April, 1989.

Anthony N. Bowers

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4366 05/09 0101 03CHECK 33.00

Mail
Yvonne
Whittle

3932
Plantation
Dr.
37076

31462

TENNESSEE REGISTER OF DEEDS

Mar 9 12 11 PM '89

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* 7th *day of* April, *19* 89, *in Case Number* 88D-4412 *between* Arvin Eugene Whittle *Plaintiff, and* Yvonne Myrtle Whittle *Defendant, as same remains of record in Book* 177B, *Page* 958 *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* May *in the year one thousand nine hundred and* 89 *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Oyer *D.C.*

Form #GR-117