150-2-155

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1989 APR 4 PM 3:42

L. Pulloch CLERK

CYNTHIA DENISE KIMERY, Plaintiff,	)	
vs.	)	NO. 88D-3774
JOSEPH CHARLES KIMERY, Defendant.	)	BOOK 7846 PAGE 4

FINAL DECREE

This cause came on to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed in this cause, upon the Marital Dissolution Agreement executed by the parties, and upon the entire record in this case, from all of which the Court finds that Husband and Wife have experienced such irreconcilable differences in their marriage as would render further cohabitation improper;

It is, therefore, ORDERED, ADJUDGED, and DECREED that the bonds of matrimony subsisting between the parties be dissolved absolutely and Wife be granted an absolute divorce and be vested with all rights and privileges of an unmarried person.

It further appearing to the Court that the parties hereto have entered into a written Marital Dissolution Agreement, and the Court affirmatively finds that the parties have made an equitable division and distribution of any property rights between the parties, said agreement providing as follows, to wit:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CYNTHIA DENISE KIMERY, Plaintiff	)	
vs.	)	
JOSEPH CHARLES KIMERY, Defendant	)	NO. 88D-3774

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between Cynthia Denise Kimery, hereinafter referred to as "Wife", and Joseph Charles Kimery, hereinafter referred to as "Husband", subject to the following premises, terms and conditions:

WHEREAS, the parties have experienced marital difficulties such that irreconcilable differences have arisen between Husband and Wife, rendering their marriage irretrievably broken; and,

WHEREAS, it is the decision of Husband and Wife to amicably settle their differences with respect to all property rights, support obligations, obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present but for the future, it being their intention that such contract will be effectuated with respect to all their property and other matters of concern; and,

WHEREAS, in view of the irreconcilable differences which have arisen, it is the intention of Wife and Husband to live apart for the rest of their natural lives, they agree as follows:

1. The parties agree that they have heretofore made a division of household furniture and furnishings and each agrees to

acknowledge and ratify said division.

2. Title to the following items will be divested out of Wife and vested in Husband: brass floor lamp, two seascape paintings, shell collection, one wooden shelf, white plant with plant and electric skillet. Title to all remaining items of this sort are divested out of Husband and vested in Wife.

3. Husband agrees that any right, title and interest he may have in the parties' 1988 Ford Ranger XLT shall be and is hereby transferred to Wife, and Wife agrees to assume responsibility for payment of any and all outstanding indebtedness on said automobile and shall indemnify and hold Husband harmless from any liability therefor. Wife further agrees to assume responsibility for the use of this vehicle and shall indemnify and hold Husband harmless from any liability resultant from the operation of said vehicle. Wife agrees to make her best effort to have Husband's name removed from note evidencing debt on this vehicle.

4. Wife agrees that any right, title and interest she may have in the parties' 1985 Pontiac Grand Am shall be and is hereby transferred to Husband, and Husband agrees to assume responsibllity for payment of any and all outstanding indebtedness on said automobile and shall indemnify and hold Wife harmless from any liability therefor. Husband further agrees to assume responsibility for the use of this vehicle and shall indemnify and hold Wife harmless from any liability resultant from the operation of said vehicle. Husband agrees to make his best effort to have Wife's name removed from note evidencing debt on this vehicle.

5. The Wife agrees to assume responsibility for the Visa charge account of which she presently has knowledge and the Husband agrees to assume responsibility for the Sears, Goodyear, and Loan Center charge accounts for which he presently has knowledge.

6. The parties agree that Husband can retain all of his Kroger stock and his retirement plan.

7. That Wife be restored to her maiden name of Cynthia Denise Sapp.

8. Title to the parties' homeplace at 815 Lake Terrace Drive, Nashville, Davidson County, Tennessee 37217, being parcel 155, Map 150-2, as recorded in the Property Assessor's Office of Davidson County, Tennessee, and recorded in Book 6971, page 125, in the Register's Office of Davidson County, Tennessee, be divested out of Wife and vested in Husband. Wife agrees to sign all necessary instruments to effect same. Husband will be responsible for payment of the note from the date of execution of this instrument. Further Husband agrees to make his best effort toward having Wife's name removed from the note.

9. The parties agree to file a separate return on their Federal Income Taxes for the years of 1988 and 1989. Wife agrees that Husband may use all deductions in his tax report for the years of 1988 and 1989.

10. Each party shall be responsible for paying his or her own attorney's fees.

11. Husband and Wife agree that the costs of this cause will be divided equally between the parties.

12. It is understood and agreed by and between the parties that this agreement constitutes the entire agreement of the parties and shall be introduced in the divorce action and submitted to the Court for ratification and incorporation into the Orders of this Court granting a divorce to the Wife on irreconcilable differences.

13. Both parties acknowledge that they have received the full benefit of counsel and believe this agreement makes

adequate and sufficient provision for the equitable settlement of the property rights between the parties.

14. The parties acknowledge that they have read this agreement in its entirety and have signed this agreement freely and voluntarily and without duress or coercion.

Joseph Charles Kimery
JOSEPH CHARLES KIMERY

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 JOSEPH CHARLES KIMERY, the Bargainor, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at NASHVILLE, Tennessee this 2 day of MARCH, 1989.

MY COMMISSION EXPIRES OCT. 9, 1991

MY COMMISSION EXPIRES: NOTARY PUBLIC

APPROVED BY CYNTHIA DENISE KIMERY SUBJECT TO EXECUTED AGREEMENT ATTACHED HERETO AS ADDENDUM TO MARITAL DISSOLUTION AGREEMENT:

Cynthia Denise Kimery
CYNTHIA DENISE KIMERY

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 CYNTHIA DENISE KIMERY, the Bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee this 7 day of March, 1989.

Nov. 21, 1992
MY COMMISSION EXPIRES: NOTARY PUBLIC

ADDENDUM TO MARITAL DISSOLUTION AGREEMENT

The parties hereto approve the foregoing Marital Dissolution Agreement subject to to the following terms and conditions as set out hereto:

Husband agrees to return to Wife the following: Hat with flowers hanging on wall over bed; flower arrangement in basket; leopard picture; ceramic tigers on nightstand; one of the two wooden shelves; bell collection; flower arrangement on coffee table; night light on coffee table; clock on wooden shelf; ceramic plate with holder on wooden shelf which was from Wife's grandmother; painted plates on dining room wall; ceramic duck; pictures over sink in kitchen; painted wooden cutting boards; crystal dish set; crystal cheese dome; and small Sunbeam gas grill.

Cynthia Denise Kimery
CYNTHIA DENISE KIMERY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the County and State, the witnin named Cynthia Denise Kimery, the Bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 7 day of March, 1989.

Jean A. Anderson
Notary Public

My Commission expires: Nov 21, 1992

Joseph Charles Kimery
JOSEPH CHARLES KIMERY

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Joseph Charles Kimery, the Bargainor, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, this 13th day of March, 1989.

Janice P. Berry
Notary Public

My Commission expires: Sept. 28, 1991

It is further ORDERED, ADJUDGED, and DECREED that the Plaintiff Cynthia Denise Kimery is restored to her former maiden name of Cynthia Denise Sapp.

The costs of this cause are to be divided equally between the parties and execution may issue if necessary.

MURIEL ROBINSON, JUDGE

4-4-89.

APPROVED FOR ENTRY:

MARY ANN REESE, #7190
Attorney for Wife
3805 Gallatin Road
Nashville, TN 37216
Phone: (615) 228-2502

TYLER BERRY, III, #002837
Attorney for Husband
236 Public Square
Franklin, TN 37064
Phone: (615) 794-4583

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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* fourth *day of* April, 1989, *in Case Number* 88D-3774 *between* CYNTHIA DENISE KIMERY, *Plaintiff, and* JOSEPH CHARLES KIMERY, *Defendant, as same remains of record in Book* 177A, *Page* 555 *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* 22nd *day of* May *in the year one thousand nine hundred and* eighty-nine *and in the* two hundred thirteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117