180B | 1425

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

'89 AUG 31 PM 3:45

JAMES EDWARD WILLIAMS,
PLAINTIFF

v.

No. 89D-1925
NOTICE OF ENTRY REQUIRED

LYNN (BARSTIS) WILLIAMS,
DEFENDANT

104-11
PAR. 178

FINAL DECREE

BOOK 7927 PAGE 328

This cause came on to be heard on August 15, 1989, before The Honorable Muriel Robinson., 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, JAMES EDWARD WILLIAMS, is hereby awarded an absolute divorce from the Defendant, LYNN (BARSTIS) WILLIAMS, 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:

62381

IDENTIFI REFERENCE

AUG 31 '89

DAVIDSON COUNTY, TN

1170 08/31 0101 CHECK 24.00

FILED
1989 AUG 15 PM 3:45
K. Spurlock

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES EDWARD WILLIAMS
PETITIONER

v. No. 89D-1925

LYNN (BARSTIS) WILLIAMS,
RESPONDENT

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into between JAMES EDWARD WILLIAMS (Husband) and LYNN (BARSTIS) WILLIAMS;

W I T N E S S E T H :

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Probate Court, a suit for absolute divorce styled JAMES EDWARD WILLIAMS v. LYNN (BARSTIS) WILLIAMS, Docket No. 89D-1925; and

WHEREAS, the parties desire to agree upon and fix their rights and duties with regard to their respective estates and all other matters concerning their rights and duties arising by reason of the marital relationship.

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

1. **REAL PROPERTY**

It is agreed that the house and lot titled in the parties and located at 2416 Barton Avenue, Nashville, Tennessee, shall be titled in the parties as joint tenants with right of survivorship upon the granting of the divorce in this cause. Further, the parties agree that the real estate shall be listed for sale within eighteen (18) months of the date of the final hearing in this cause unless in the interim the parties agree not to so list the real estate. The parties agree to sign whatever documents are

necessary to effectuate the transfer or sale of the property, which is more fully described as follows:

> Being Lot No. 45 on the Map of Bransford Realty Company's Subdivision of the Edgar Jones Home Place, as of record in Book 421, page 7, Register's Office for said County.
>
> Said Lot No. 45 fronts 70 feet on the north side of Barton Avenue and extends back between parallel lines, 185 feet along the east margin of 25th Avenue, South, to an alley in the rear.
>
> Being the same property conveyed to James E. Williams and wife, Lynn B. Williams by Deed from Judson F. Parker and wife, Elizabeth McHose Parker of record in Book 5950, page 24, Register's Office for Davidson County, Tennessee.

2. **PERSONAL PROPERTY**

The parties have heretofore divided their personal property between themselves, except as referred to below. As to the antiques, the parties have specifically identified those items that are the exclusive property of each, and each shall be entitled to keep whatever items were purchased with that party's discrete funds. Similarly, each party shall be entitled to keep his or her separate bank accounts, certificates of deposit, if any, and other personalty readily identifiable as that party's alone. All furniture, furnishings and personal effects so identified as those of the Husband shall be his sole and separate property, and the Wife is divested of any ownership interest in said items. All furniture, furnishings and personal effects so identified as those of the Wife shall be her sole and separate property, and the Husband is divested of any ownership interest in said items.

3. **MOTOR VEHICLES**

The Pontiac shall be vested solely in the Wife and divested totally out of the Husband, and the Wife assumes full responsibility for the payment of any indebtedness due on said vehicle and shall hold the Husband harmless and indemnify him regarding said vehicle. Similarly, the

Ford shall be vested solely in the Husband and divested totally out of the Wife, and the Husband assumes full responsibility for the payment of any indebtedness due on said vehicle and shall hold the Wife harmless and indemnify her regarding said vehicle.

4. **DEBTS**

It is agreed that the parties have previously divided all debts due and owing by the parties.

5. **ATTORNEY'S FEES**

Each party is responsible for paying one-half of the attorney's fees.

6. **COURT COSTS**

It is agreed that any court costs incurred as a result of the pending action for an absolute divorce shall be paid one-half by each party.

7. **MODIFICATION**

No modification or waiver of any of the provisions of this Agreement shall be effective unless made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

8. **SEVERANCE**

Should a Court of competent jurisdiction hold that any portion of this Agreement is invalid, or make modifications thereof, the remainder shall remain in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court of competent jurisdiction shall order.

9. **INCORPORATION**

The parties agree that this Marital Dissolution Agreement shall be incorporated in any Final Decree of Divorce that my be granted, subject to Court approval, whether in this Court or in any other Court of competent jurisdiction, and agree that it shall be ratified, approved

and incorporated into the Final Decree of Divorce in its entirety.

10. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. It supersedes any other agreement between the parties, written or otherwise. The parties covenant that they have each disclosed all of their assets and liabilities to each other and there are no representations or warranties made by either party to the other except those in this agreement.

11. **CREDIT AND NON-COMPLIANCE**

From the date of execution of this Agreement neither party will incur any indebtedness upon the credit of the other. Should this covenant be broken and one party is voluntarily or involuntarily required to pay an obligation incurred by the other party, or should one party be voluntarily or involuntarily required to pay any other obligation assumed by the other party under this Agreement, the party who makes such payment shall be entitled to indemnity from the other party for all monies paid, including the obligation itself, reasonable attorney's fees actually incurred, and interest actually paid. Further, to the extent not mentioned in this Agreement, any debt currently existing as to any property which becomes titled in a party shall become the debt of that party and that party shall indemnify and hold harmless the other party regarding said debt.

12. **VOLUNTARY EXECUTION**

Each party acknowledges that this Agreement has been entered into of his or her own volition, with full knowledge and information of the consequences. In certain instances, it represents a compromise of the disputed issues. Each believes the terms ad conditions to be fair and equitable under the circumstances, and recognizes that no undue influence, fraud, coercion, or misrepresentation has been made. Each party agrees that the provisions of

this Agreement are fair and equitable and are entered into voluntarily.

13. **CONSTRUCTION**

This Agreement constitutes the entire agreement between the parties. It supersedes any other agreement between the parties, written or otherwise. The parties covenant that they have each disclosed al of their assets and liabilities to each other and there are no representations or warranties made by either party to the other except those in this Agreement. Each party acknowledges that no other representations have been made as an inducement to enter into this Agreement other than as set forth herein.

IN WITNESS WHEREOF, the parties have set their signatures this 10th day of August, 1989.

James Edward Williams

JAMES EDWARD WILLIAMS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the said JAMES EDWARD WILLIAMS with whom I am personally acquainted and who acknowledged he had read the foregoing document and that its contents were true and accurate to the best of her knowledge, information and belief.

Sworn to and subscribed before me this 10th day of August, 1989.

Deborah Ann Wilkerson
NOTARY PUBLIC

My commission expires: 1/23/93.

Lynn Barstis Williams
LYNN (BARSTIS) WILLIAMS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the said LYNN (BARSTIS) WILLIAMS with whom I am personally acquainted and who acknowledged that she had read the foregoing document and that its contents were true and accurate to the best of his knowledge, information and belief.

Sworn to and subscribed before me this 10th day of August, 1989.

NOTARY PUBLIC

My commission expires: May 20, 1992.

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 equally against the Plaintiff and Defendant for which execution may issue if necessary.

THIS 15th day of August, 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 Lynn (Barstis) Williams, 2416 Barton Avenue, Nashville, Tennessee 37212 this 15th day of August, 1989.

JOHN D. KITCH

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* 15th. *day of* August, *19* 89, *in Case Number* 89D-1925 *between* James Edward Williams *Plaintiff, and* Lynn (Barstis) Williams *Defendant, as same remains of record in Book* 180B, *Page* 1425 *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* 31st. *day of* August *in the year one thousand nine hundred and* Eighty-Nine *and in the* 214th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117