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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

150-5
340

SHELLENE HARRISON MCMAHAN)
Langford)
vs.) NO. 89D-1113
)
MARK BATES MCMAHAN)

BOOK 7963 PAGE 673

FINAL DECREE

This cause came to be heard on the 10th day of October, 1989 before the Honorable Thomas Ware, Special Judge of the Probate Court in and for Davidson County, Tennessee, upon Complaint for Absolute Divorce filed by Shellene Harrison McMahan. It appears to the Court from testimony of complainant, statements of counsel and the entire record the parties have entered into a signed notarized Marital Dissolution Agreement as provided for by T.C.A. § 36-4-103 and that the time prescribed by law has lapsed since the filing of the original Complaint, from all of which it is found that Husband withdraws his Answer and Counter-Complaint and Wife withdraws all grounds from her Complaint except for the ground of Irreconcilable Differences and is entitled to an absolute divorce from Husband on the ground of Irreconcilable Differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for an equitable settlement of any property rights between the parties. It is

THEREFORE ORDERED, ADJUDGED, AND DECREED that Shellene Harrison McMahan should be and hereby is awarded an absolute divorce from Husband, Mark Bates McMahan on the ground of Irreconcilable Differences and restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. It is

FURTHER ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement be approved and ratified in full, and incorporated in this Final Decree in toto as follows:

MARITAL DISSOLUTION AGREEMENT OCT 18 PM 12 45

THIS AGREEMENT entered into by and between the parties, SHELLENE HARRISON MC MAHAN, hereinafter referred to as "Wife", and MARK BATES MCMAHAN, hereinafter referred to as "Husband", for the purpose of submission to the Court at the final hearing for absolute divorce upon Husband's Counter-Complaint for Divorce and upon approval of the Court to be incorporated into the Final Decree.

WHEREAS, irreconcilable differences have arisen between the parties, rendering this marriage irrevocably broken; and

WHEREAS, there is presently pending a Complaint for Absolute Divorce in the Probate Court for Davidson County, Tennessee, styled Shellene Harrison McMahan vs. Mark Bates McMahan, Docket Number 89D-1113, together with an Answer and Counter-Complaint filed on behalf of Husband.

WHEREAS, in view of the parties' intention to live apart for the rest of their natural lives, the parties intend and it is the purpose of this agreement to provide for a just and equitable distribution of the parties' assets.

WHEREAS, all personal property belonging to the parties has been divided prior to the execution of this agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereby made, they agree as follows:

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

2. The parties agree that Husband shall withdraw his Answer and Counter-Complaint and Wife shall proceed to trial on the ground of Irreconcilable Differences and submit the Marital Dissolution Agreement herein for the consideration of the Court to be incorporated into the Final Decree should the divorce be granted.

3. Husband shall be divested out of all right, title and interest which he may have in items of personal property belonging to and now in possession of Wife and said right, title and interest shall be vested in Wife solely.

4. Wife shall be divested out of all right, title and interest which she may have in items of personal property belonging to and now in possession of Husband and said right, title and interest shall be vested in Husband solely.

5. All right, title and interest which Wife may have in the real property located at 364 Cedarcliff Drive, Antioch, Tennessee, shall be divested out of Wife and into Husband solely. Husband agrees to assume any indebtedness on said property and to hold Wife harmless from same. The parties agree that Husband shall pay Wife the sum of $3,823.20 which represents Wife's equity in the property and Wife shall file a lien against said property to protect her $3,823.20 interest in same. These monies shall be paid to the Wife within six (6) months or when the real property is sold, whichever occurs first. Said property is described as follows, to wit:

> BEING Lot No. 69, Phase I on the Plan of Forest View Park, Section V, of record in Plat Book 6250, Page 203, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.
>
> BEING the same property conveyed to Mark B. McMahan by deed from C & S Builders, Inc., now known as Fox Ridge Homes, Inc., of record in Book 7735, Page 480, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing easements and restrictions of record.
>
> This conveyance is subject to Restrictive Covenants of record in Book 6569, Page 290 and Book 6569, Page 294, Register's Office for said County.
>
> This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, easements and rights-of-way for public utilities.
>
> SAID property is subject to the lien by Shellene Farren Harrison in the amount of $3,823.20.

7. The parties agree that all medical and dental bills shall be submitted to the parties' insurance carrier and any costs not paid by insurance shall be divided equally between the parties.

Said bills include $10.00 to Pocohantas Hospital, $460.00 to Beth Bernard, over $300.00 to Dan Henry, and $104.00 to Daniel A. Hixon, Jr.

8. No modification or waiver of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

9. Within a reasonable time after the execution of this contract, each of the parties obligates himself or herself to sign all necessary deeds, bills of sale, and other such instruments in order to effectuate the total transfer of legal title in and to the various properties hereby being divided between the parties.

10. In consideration of this agreement, the Husband and Wife hereby release one another, their heirs, executors, administrators, and assigns and their property and estate from any and all rights of any kind and character for past and future support, maintenance, homestead dower, or courtesy rights or any statutory successors to such common law rights, any rights under the laws of inheritance, dissent and distribution, any claims to alimony or other support payments, pensions, and/or retirement funds, all rights to elect against the other's Will; and each party releases the other from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relations of the parties hereto except as expressly provided in this agreement; and each party is forever barred from having or asserting any such right, claim, demands or obligations at any time hereafter for any purpose except that these parties may assert all rights that are given under this agreement.

11. The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument free and voluntarily and without duress and coercion. The parties further agree that they have made adequate and sufficient provision by

written agreement for an equitable distribution of the parties' assets.

12. This Agreement shall be governed by the laws of the State of Tennessee.

13. This Agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representatives or warranties other than those expressly set forth herein.

14. Each party agrees to be responsible for any indebtedness incurred in his/her own name, unless specifically provided for otherwise herein, and each agrees to hold the other party harmless from same.

15. Wife shall be restored to her maiden name of Shellene Farren Harrison.

16. The costs of this cause shall be assessed equally between the parties.

17. Each party agrees to be responsible for payment of his/her own attorney fees.

SHELLENE HARRISON MC MAHAN

MARK BATES MC MAHAN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Shellene Harrison McMahan, with whom I am personally acquainted, and made oath that the statements contained in the foregoing Marital Dissolution Agreement are true to the best of her knowledge, information and belief.

This the 10th day of October, 1989.

Linda L. Jackson
NOTARY PUBLIC

My commission expires:

Jan. 9, 1991

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Mark Bates McMahan, with whom I am personally acquainted, and made oath that the statements contained in the foregoing Marital Dissolution Agreement are true to the best of his knowledge, information and belief.

This the 10th day of October, 1989.

Linda L. Jackson
NOTARY PUBLIC

My commission expires:

Jan. 9, 1991

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be assessed against the parties equally, for which execution shall issue if necessary.

ENTERED this 18th day of October, 1989.

Thomas H Ware

HONORABLE THOMAS WARE
Special Judge-Probate Court

APPROVED FOR ENTRY:

GEORGE J. DUZANE #6461
Attorney for Husband
One Church Street-Suite 300
Nashville, Tennessee 37201
(615) 242-3416

Ellen Turley

ELLEN TAYLOR TURLEY #11715
Attorney for Wife
2626 Old Lebanon Road-Suite 4
Nashville, TN. 37214
(615) 889-5350

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Ms. Shellene Harrison McMahan, 119 Confederate Street, Verona, VA. 24482 and to Mr. Mark Bates McMahan, 364 Cedarcliff Drive, Antioch, TN. 37013 on this 10 day of October, 1989.

Ellen Turley

ELLEN TAYLOR TURLEY #11715

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BOOK 7963 PAGE 680

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IDENTIF. REFERENCE

OCT 19 11 26 AM '89

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY TN.

Map 150-5
Parcel 340

ELLEN TAYLOR TURLEY
—Attorney at Law—
INJURIES — Free Consultation

Mail

2626 OLD LEBANON ROAD, SUITE 4
NASHVILLE, TENNESSEE 37214 (615) 889-5350

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* 18th *day of* October, *19* 89, *in Case Number* 89D-1113 *between* Shellene Harrison McMahan *Plaintiff, and* Mark Bates McMahan *Defendant, as same remains of record in Book* 51A, *Page* 178 *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* 19th *day of* October *in the year one thousand nine hundred and* eighty-nine *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117