1539 SEP 12 PM 3 13

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

LILLIE MARIE YOUNG	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 89D-2333
	)	
SCOTT NORTON YOUNG	)	
	)	
Defendant.	)	BOOK 7969 PAGE 234

FINAL DECREE

This cause came to be heard on the 12th day of September, 1989, before the Honorable James R. Everett, Jr., Judge, upon Plaintiff's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement, which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; and upon the sworn testimony of Plaintiff in open Court, from all of which the Court affirmatively found that the allegations of Plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves, that the Marital Dissolution Agreement should be approved; that Plaintiff's current residence address is 1929 Hickory Club Drive, Antioch, Tennessee 37013 and Defendant's current residence is 4816 Cascade Drive, Old Hickory, Tennessee 37138 and that the sixty-day waiting period, as required by statute, has elapsed.

It is therefore, ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

89 SEP -8 PM 3:44

CLERK

D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

BOOK 7969 PAGE 235

Lillie Marie Young,	)	
	)	
Plaintiff	)	
	)	
vs.	)	No. 89D-2333
	)	
Scott Norton Young,	)	
	)	
Defendant	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Lillie Marie Young, hereinafter referred to as "Wife", and Scott Norton Young, hereinafter referred to as "Husband", subject to the following premises, terms and conditions.

W I T N E S S E T H :

WHEREAS, the parties have been married since June 7, 1984, and;

WHEREAS, the parties have experienced marital difficulties in the past and a divorce action has been filed by Wife in the Probate Court for Davidson County, Tennessee, Docket No. 89D-2333; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, support obligations, and 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 of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual convenants and agreement hereinafter contained, the parties do hereby agree as follows.

1. The parties own certain real property located at 4816 Cascade Drive, Davidson County, Tennessee, said property being the marital home of the parties. Wife agrees to quit-

claim any and all right, title and interest in the marital home to Husband. Husband agrees to tender to Wife the amount of Seven Thousand Five Hundred Dollars ($7,500.00) for her equity in said property in two installments of Three Thousand Seven Hundred Fifty Dollars ($3,750.00) each, with the first installment being due and payable on September 22, 1989 and the second installment being due and payable 90 days thereafter. Husband agrees to assume sole responsibility for payment of the mortgage indebtedness in the approximate amount of $60,000.00 payable to Security Financial and Mortgage Corporation, indemnifying and holding Wife harmless from any liability thereof.

Said property is more particularly described as follows:

> Land situated in Davidson County, Old Hickory, Tennessee being Lot No. 290 on the Plan of Sherwood Forrest, Section 4, of record in Plat Book 4460, page 182, Register's Office for Davidson County, Tennessee to which plat reference is hereby made for a more complete description. Being the same property conveyed to Brian R. Wright and wife, Leanne K. Wright, by deed from Carey Don McConnell and wife, Peggy McConnell, of record in Book 5324, page 405, said Register's Office. Being the same property conveyed to Scott N. Young and wife, Lillie M. Young by deed from Brian R. Wright and wife, Leanne K. Wright of record in Book 5784 page 515, Register's Office of Davidson County.

2. Wife agrees to quitclaim any and all interest to certain real property purchased by Husband during the parties' marriage, said property being located at 1310 and 1312 Tulip Grove Road, Hermitage, Davidson County, Tennessee. Husband agrees to be solely responsible for the mortgage indebtedness owed and agrees to indemnify and hold Wife harmless from any liability thereof.

Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of Lot No. 1 of Hermitage Woods, Section 3, as recorded in Plat Book 6050, page 83, Register's Office for said County, to which plan reference is hereby made for a more complete and detailed description of said lot.
> Being the same property conveyed to Scott N. Young, a single person, by deed from Samuel R. Pierce, Jr., Secretary of Housing and Urban Development of Washington, D.C. of record in Book 7509, page 243,

Being the same property conveyed to Scott N. Young, a single person, by deed from Samuel R. Pierce, Jr., Secretary of Housing and Urban Development of Washington, D.C. of record in Book 7509, page 243, Register's Office of Davidson County, Tennessee.

3. The parties will keep their personal belongings, effects and clothing and the remainder of the property shall be divided between the parties as described in the memorandum attached hereto as Exhibit "A". The items listed shall constitute the personal property of the individual named on said list and shall be free and clear of any claims of the other party whatsoever. Said memorandum is made a part of this agreement as if copied in full herein.

4. Wife shall relinquish to Husband any right, title, and interest if any, in and to the 1986 Chevrolet Pick-up Truck which is titled jointly to the parties. Husband shall be solely liable for the current outstanding lien owed against said vehicle to General Motors Acceptance Corporation in the approximate amount of $1,900.00 indemnifying and holding Wife harmless from any liability thereof. Wife shall execute any documents necessary to transfer sole title and ownership to Husband.

5. Wife shall relinquish to Husband any right, title, and interest if any, in and to the 1984 Pontiac Fierro which is titled in the Husband's name.

6. Wife shall relinquish to Husband any right, title, and interest if any, in and to the 1982 Suzuki Motorcycle which is titled in the Husband's name.

7. Husband shall relinquish to Wife any right, title, and interest if any, in and to the 1987 Pontiac Grand Am which is titled jointly to the parties. Wife shall be solely liable for any outstanding lien owed against said vehicle to General Motors Acceptance Corporation in the approximate amount of $5,100.00, indemnifying and holding Husband harmless from any liability thereof. Husband shall execute any documents necessary to transfer sole title and ownership to

Wife.

8. Wife agrees to assume payment of the indebtedness on the Sovran/Mastercard in the approximate amount of $800.00, indemnifying and holding Husband harmless from any liability thereof.

9. Husband agrees to assume payment of the indebtedness on the Bank of America Visa in the approximate amount of $50.00, indemnifying and holding Wife harmless from any liability thereof. Further it is agreed that Husband will retain said account as his sole and individual account and Wife's name shall be removed from same, relieving her from any further liability for items charged on said account by Husband or his agent.

10. Wife relinquishes any right, claim or interest to any profit, pension or stock plan currently held by Husband through his employer, Northern Telecom.

11. The parties prior to their separation had a joint savings account with Sovran Bank in the approximate amount of $2,800.00 which the Husband has heretofore withdrawn and placed said amount in an individual account in his name. It is agreed that Husband shall retain the $2,800.00 once held in the parties joint account as his sole and separate property.

12. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

13. Wife shall be solely responsible for any Court costs incurred in this Cause.

14. Husband acknowledges that Attorney, Denise Andre, represents Wife and not Husband. Husband understands that he

has the right to be represented by his own attorney now or any time during this divorce action. Husband is not relying on any representation or advise of Denise Andre in entering into this Agreement.

15. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for payment of debts hereafter contracted for or incurred by him or her and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

16. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction to pay any debt for which that party is responsible, either by contract pursuant to the terms of this Agreement, the party against whom such claims is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

17. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising from and out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesty, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, or right to act as Administrator or Executor of the other's estate,

except as provided by the terms of this Agreement. This Agreement applies to all property owned by Wife and Husband, individually or jointly, or any property that any of them may acquire.

18. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their respective representatives, heirs and assigns.

19. This Agreement contains the entire understanding of the parties. There are not representations, warranties or promises other than those expressly set forth herein.

20. The parties agree that this Agreement, subject to approval shall be incorporated and made a part of any Decree of Divorce which may be entered hereafter.

21. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being separable.

22. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

23. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated.

24. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

In WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 6th day of September

1989, as to Mrs. Young and on the 8 day of September,
1989, as to Mr. Young.

Lillie Marie Young
LILLIE MARIE YOUNG

Scott N. Young
SCOTT NORTON YOUNG

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public, in and for said County and State, the within named, LILLIE MARIE YOUNG, with whom I am personally acquainted or proved to me (on the basis of satisfactory evidence) that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal on this 6th day of September, 1989.

Martha C. Vinson
NOTARY PUBLIC

My commission expires: My Commission Expires March 27, 1993

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me a Notary Public in and for said County and State, the within named, SCOTT NORTON YOUNG, whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) that he executed the foregoing instrument for the purposes contained therein.

WITNESS, my hand and official seal on this the 8th day of September, 1989.

Martha C. Vinson
NOTARY PUBLIC

My commission expires: My Commission Expires March 27, 1993

EXHIBIT A

89 SEP -8 PM 3:44

GEORGE [illegible] CLERK

D.C.

Property to be Awarded Wife

The Den:

Lazy Boy Recliner
Sofa
Shadow Box
San Francisco Picture
2 Green Jar Lamps
Microwave
VCR
Tater Box
Peg Board
1 Leather Phone
2 Wooden Sconces
1 Glass Sconce
Teddy Bear Pictures

The Living Room:

Mauve Wing Chair
Coffee Table
Bench
2 End Tables
13" Television
2 Wood & Glass Sconces
Brass Lamp
Large Ceramic Owl
2 Small Horn Owl
Quartz Clock
2 Brass Candlesticks
Small Bus Mirror
Plants

BOOK 7969 PAGE 242

The Dining Room:

Mirror and Shelf
Trestle Table
4 Ladderback Chairs
Coal Oil Lamp
Boy & Girl Print
Blue & Mauve Flower Arrangement
Brass Hall Tree
Blue Basket
Brass Flower Candlestick

The Master Bedroom :

3 Drawer Dresser
2 Drawer Chest
Queen Sz. Mattress/Springs
Queen Bed Frame
Night Stand
Trunk
Oval Mirror

The Guest Bedroom:

Blue Dresser
Chest of Drawers
Dressing Table
Blue Night Stand
White Lamp

The Junk Room:

Ironing Board
Large Iron
Adding Machine
Bookcase

Miscellaneous:

Washer
Dryer
Vacuum
Microwave

Property to be Awarded Husband

The Den:

Black Rocker
End Table
Round Table with Scarf
TV Entertainment Center
19" Television
Stereo
File Cabinet
Male Picture
Ceramic Dogs
Country Clock
Black Table & Chairs
Ceramic Lamp

The Living Room:

Sofa
Low Arm Rocker
Blue Wing Chair
Drop Leaf Table
Brass Floor Lamp
Small Hurricane Lamp
Dough Board
4 Foot Shelf
2 Brass Candlesticks
Nashville Print
2 Ceramic Ducks
Brass Vase
Black & Gold Mirror
Small Wood Fern Stand
Small Oak Chair
Country Curtains

The Dining Room:

Glass Bookcases
Civil War Pictures
Fig Tree
Oval Dining Table
2 Wood & Brass Sconces

The Guest Bedroom:

Full Size Mattress/Springs
Bed Frame
Wicker Mirror
Brass Lamp

The Master Bedroom:

4 Drawer Chest
Narrow Oval Mirror

The Junk Room:

Loveseat
Radio
Desk/Chair
Small Iron
Guns
Gun Rack
Airplane Pictures

It is further ORDERED, ADJUDGED and DECREED that Plaintiff, Lillie Marie Young, shall be, and is hereby, awarded an absolute divorce from Defendant, that she be 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 all right, title, and interest to the parties' real property located at 1312 Tulip Grove Road, Hermitage, Davidson County, Tennessee shall be divested out of the Plaintiff, Lillie Marie Young; and vested into Defendant, Scott Norton Young. Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of Lot No. 1 of Hermitage Woods, Section 3, as recorded in Plat Book 6050, page 83, Register's Office for said County, to which plan reference is hereby made for a more complete and detailed description of said lot. Being the same property conveyed to Scott N. Young, a single person, by deed from Samuel R. Pierce, Jr., Secretary of Housing and Urban Development of Washington, D.C. of record in Book 7509, page 243, Register's Office of Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest to the parties' real property located at 4816 Cascade Drive, Old Hickory, Davidson County, Tennessee shall be divested out of the Plaintiff, Lillie Marie Young, and vested into Defendant, Scott Norton Young. Said property is more particularly described as follows:

> Land situated in Davidson County, Old Hickory, Tennessee being Lot No. 290 on the Plan of Sherwood Forrest, Section 4, of record in Plat Book 4460, page 182, Register's Office for Davidson County, Tennessee to which plat reference is hereby made for a more complete description. Being the same property conveyed to Brian R. Wright and wife, Leanne K. Wright, by deed from Carey Don McConnell and wife, Peggy McConnell, of record in Book 5324, page 405, said Register's Office. Being the same property conveyed to Scott N. Young and wife, Lillie M. Young by deed from Brian R. Wright and wife, Leanne K. Wright of record in Book 5784 page 515, Register's Office of Davidson County.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be, and are hereby, taxed against Plaintiff, Lillie Marie Young.

It is further ORDERED, ADJUDGED and DECREED that Plaintiff's maiden name, Lillie Marie Wilson, shall be and

is hereby, restored to her.

It is finally ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

This the 12 day of Sept, 1989.

JAMES R. EVERETT JR., JUDGE

APPROVED FOR ENTRY:

Denise Andre

Denise Andre
Attorney for Plaintiff
202 Third Avenue, North
P.O. Box 1608
Franklin, TN 37065-1608
(615) 790-1778
Supreme Court No.: 11390

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Scott Norton Young, Defendant, at 4816 Cascade Drive, Old Hickory, Tennessee 37138, on this the 11th day of September, 1989.

Denise Andre
Denise Andre

NOTICE OF ENTRY

The undersigned certifies that a true copy of this Order, signed by the Judge and dated for entry has been mailed, postage prepaid, to Scott Norton Young, Defendant, at 4816 Cascade Drive, Old Hickory, Tennessee 37138 and to Denise Andre, Attorney for Plaintiff, 202 Third Avenue North, P.O. Box 1608, Franklin, Tennessee, 37065-1608, on this the _____ day of _____, 1989.

_____

77066

IDENTIF. REFERENCE

Oct 27 9 04 AM '89

FELIX Z. WILEY REGISTER
DAVIDSON COUNTY TN.

9374 10/27 0101 03CHECK 39.00

BOOK 7969 PAGE 246

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* 12th *day of* September, 19 89, *in Case Number* 89D-2333 *between* Lillie Marie Young *Plaintiff, and* Scott Norton Young *Defendant, as same remains of record in Book* 50B, *Page* 1036 *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* 25th *day of* September *in the year one thousand nine hundred and* eighty-nine *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, Clerk,

By K. Langford D.C.

Form #GR-117