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GEORGE L. ROOKER, CLERK

D. Spurlock D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GENE ROGERS DILLARD,

Husband

VS.

BEVERLY ELAINE DILLARD,

Wife

NO. 86D-2984

83-4
139

FINAL DECREE

BOOK 7982 PAGE 590

This cause came on to be heard on the 4th day of August, 1987, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint seeking an absolute divorce filed by the Husband, Answer and Counter-Complaint filed by the Wife, Answer to Counter-Complaint filed by the Husband. Prior to the hearing of this cause the parties reached a Marital Dissolution Agreement and the Husband agreed in open Court to dismiss his original Complaint and the Answer to the Counter-Complaint. This cause came on to be heard on the Counter-Complaint of Wife on the ground of Irreconcilable Differences. After statement of counsel and presentation of written Marital Dissolution Agreement in this cause, the Court granted the Wife an absolute divorce and found that the parties have suffered Irreconcilable Differences to their marriage.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Wife, Beverly Elaine Dillard, have and recover an absolute divorce from the Husband, Gene Rogers Dillard, on the ground of Tennessee Code Annotated §36-4-101(11), Irreconcilable Differences, and both parties shall be restored to all rights and privileges of unmarried persons.

IT IS FURTHER ORDERED that the Court affirmatively finds in its Decree that the parties have made adequate and sufficient provision by written agreement for child support and the equitable settlement of any property rights between the parties and hereby approves same and is hereby incorporated in words and made a part of this Final Decree.

THIS AGREEMENT entered into by and between BEVERLY ELAINE DILLARD, (hereinafter referred to as "Wife") and GENE ROGERS DILLARD, (hereinafter referred to as "Husband").

W I T N E S S E T H:

WHEREAS, the parties were married on the 11th day of December, 1976, in Robertson County, Tennessee and are now citizens and residents of Davidson County, Tennessee.

WHEREAS, certain difficulties and differences have arisen between the parties and they now live separate and apart from each other, and have no plans of resuming their marital relationship; and

WHEREAS, the parties have reached an understanding relative to their property and wish that this understanding be reduced to writing so that there might not be any confusion and be binding upon both as of this date. It is understood by both parties that the terms of such Agreement as to the disposition of the property of the parties and other matters of concern are to be incorporated into the Final Decree of Divorce and that said Agreement is to be a complete and full settle of their property rights.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the Wife and Husband as follows:

1. Child Support: Husband shall pay to the Wife the sum of $40.00 per week as child support for the minor child, Gene R. Dillard, Jr. Unless specifically Ordered by the Court, such support shall not be reduced or prorated.

2. Visitations: Husband shall have visitations with the minor child one (1) weekend out of every month. Although the Husband is not the biological father of the minor child,

the visitations granted to the Husband are in the best interest of said minor child.

3. Personal Property: It is agreed between the parties that they have equally divided all of their personal property to the satisfaction of both and each is hereby awarded their personal property now in their respective possession.

4. Real Property: The Husband shall have as his sole and separate property the home located at 1221 Preston Drive, Nashville, Davidson County, Tennessee, more particularly described as follows:

> Being Lot No. 9 on the Map of Rosebank Park, as of Record in Book 1835, page 26, Register's Office for said County, described as follows:
>
> BEGINNING at a point in the easterly margin of Preston Drive at the corner of Lots 9 and 10; thence with the line between said lots easterly 136 feet to a corner of Lot 102; thence with the line between Lots 9 and 102, northeasterly 60.4 feet to a corner of Lot 91; thence with the line between Lots 9 and 91, northwesterly 47.6 feet to a corner of Lot 8; thence with the line between Lots 8 and 9; westerly 135.9 feet to the east margin of Preston Drive; thence with the margin of the same, southerly 75 feet to the point of beginning.
>
> Being the same property conveyed to Gene R. Dillard and wife, Betty Jane Pugh Dillard by deed dated November 2, 1961, from Thomas P. Parker and wife, Geraldine V. Parker, of record in Book 3309, page 17, Register's Office for Davidson County, Tennessee.

Husband is to pay to Wife the sum of $2,000.00 for any interest she may have in the above-described property, and he shall hold Wife harmless from any mortgage on said property.

The Wife shall have as her sole and separate property the home located at 313 Dinwiddie Drive, Madison, Davidson County, Tennessee, more particularly described as follows:

> BEING Lot No. 23 on the Plan of Stanely Heights of Record in Book 3300, page 74, said Register's Office, described as follows:
>
> Said Lot No. 23 fronts 60.0 feet on the northerly side of Dinwiddie Drive and extends back 183.3 feet on the westerly line and 188.8 feet on the easterly line to a dead line in the rear measuring 60.2 feet thereon.

Being the same property conveyed to Doyle Ray Meyer and wife, Tammy Lynn Meyer by deed from Sandra Gayle Rippy Norris as of Record in Book 6086, page 488, said Register's Office for Davidson County, Tennessee.

Husband is to have no interest in the above-described property and Wife shall hold Husband harmless from any mortgage on said property.

5. Except as otherwise provided by the terms of this Agreement, each party agrees that she or he shall be solely and separately responsible for paying all debts contracted for or incurred by her or him since the date of the parties' separation and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither shall contract any indebtedness on the credit of the other.

6. In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim 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.

This Agreement contains the entire understanding of the parties, who acknowledge that there have been and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

BEVERLY ELAINE DILLARD

GENE ROGERS DILLARD

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, BEVERLY ELAINE DILLARD, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 9th day of October, 1987.

Jeanne L. Glover
NOTARY PUBLIC

My Commission Expires:
7/17/88

STATE OF TENNESSEE)

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, GENE ROGERS DILLARD, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 19th day of October, 1987.

NOTARY PUBLIC

My Commission Expires:
1-31-89

The costs of this cause are taxed to the Husband,

for all of which let execution issue, if necessary.

ENTERED this 4th day of November, 1987.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

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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* 4th *day of* November, 19 87, *in Case Number* 86D-2984 *between* GENE ROGERS DILLARD *Plaintiff, and* BEVERLY ELAINE DILLARD *Defendant, as same remains of record in Book* 165B, *Page* 1454 *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* 13th *day of* November *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.*