47A 844

BOOK 7985 PAGE 744

1989 MAR 29 PM 3:10
SECRETARIAL REGISTER CLERK
D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

MAP-43-13
PARCEL-273 dh

JANET KAY ALLEN
COMPLAINANT

versus

RICHARD NELSON ALLEN
DEFENDANT

Docket No. 89D-222

FINAL DECREE

This cause came to be heard on this the 29th day of March, 1989 before the Honorable JAMES R. EVERETT, JR. upon the Original Complaint, the testimony of the Complainant heard in open Court, and the entire Record, from all of which it appears to the satisfaction of the Court that the allegations of the Original Bill are fully sustained by the proof; the Complainant and Defendant were married on October 23, 1980, in Texas, and that the Complainant has been a resident of Tennessee for more that six months preceding the filing of this Bill, and it further appears to the Court that Irreconcilable Differences exist between the Parties pursuant to Tennessee Code Annotated, Section 36-4-101(11);

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the Complainant and Defendant be, and the same hereby are, absolutely and forever dissolved, and the Complainant be, and hereby is, granted an absolute divorce from the Defendant and the Parties are restored to all the rights and privileges of unmarried persons;

IT FURTHER APPEARING to the Court that the Parties have entered into a Marital Dissolution Agreement, the same having been filed as part of the Record in this cause, and the Court has reviewed the same and the Court has affirmatively found that the Parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the Parties and does ratify and approve said Agreement, and said property shall be divided pursuant to the Marital Dissolution Agreement, which is as follows:

FILED
'89 MAR 29 PM 3:10
GEORGE L. ROBERTS, CLERK

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

JANET KAY ALLEN)
COMPLAINANT)
)
versus) Docket number 89D-222
)
RICHARD NELSON ALLEN)
DEFENDANT

MARITAL DISSOLUTION AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, entered into and executed this 20th day of March, 1989, in the County of Davidson and State of TENNESSEE by and between Janet Kay Allen, hereinafter referred to as "WIFE" and Richard Nelson Allen hereinafter referred to as "HUSBAND,"

W I T N E S S E T H :

WHEREAS, the Parties hereto are HUSBAND and WIFE and are experiencing certain marital difficulties, and each believes that there are irreconcilable differences between them, and as a result of these differences the Parties are not living together as husband and wife, and the WIFE has filed for an Absolute Divorce against the HUSBAND in the Probate Court for Davidson County, Tennessee under Docket Number 89D-222; and,

WHEREAS, it is the intention of the Parties that their marriage be terminated on the grounds of Irreconcilable Differences, pursuant to Tennessee Code Annotated Section 36-4-101 (11), and whereas there are no children born of this marriage and still of minor age,

NOW THEREFORE, in consideration of the premises and mutual covenants and promises made herein, the Parties do mutually agree as follows:

(1) This Agreement shall be introduced in the proceedings now pending in Probate Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the Parties; and,

(2) That,in the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable; and,

(3) That this Agreement is a full and final settlement between the Parties of their respective rights and responsibilities to each other, and each Party hereby waives all rights or claims which each may have or hereafter acquire against the person or property of the other Party except as provided by the terms of this Agreement; and,

(4) Each of the Parties shall properly execute and deliver such written instruments as may be required from time to time to carry into effect fully the provisions of this Agreement; and,

(5) That except as otherwise provided in this Agreement, the Parties have made an equitable distribution of the personal property of the marriage, including any motor vehicles, and each Party shall be responsible for any indebtedness on their respective items of personal property and hold the other harmless on the same; and,

(6) That except as otherwise provided in this Agreement, each Party shall be solely and separately responsible for paying any and all debts incurred in their own respective names, there being no joint debts, and each shall hold the other Party harmless therefrom; and,

(7) That each Party shall be solely responsible for their own respective individual day-to-day living and financial obligations incurred following the execution date of this Agreement; and,

(8) That pursuant to TCA 36-4-102 (a) (3), the Defendant waives service of process in this cause which is identified as Allen versus Allen, Davidson County Probate Court, Docket Number 89D-222; and,

(9) That the HUSBAND shall be awarded the following items of personal property which are now in the possession or control of the WIFE: musical equipment, tools, photographs, personal effects, and clothing, and accordingly, all right, title and interest the WIFE may have in or to said property shall be divested out of the WIFE and vested into the HUSBAND to have as his

absolutely, and the WIFE shall take reasonable measures as necessary to place said personal property in the possession or control of the HUSBAND; and,

(10) That the WIFE shall be awarded the following items of personal property which are now in the possession or control of the HUSBAND: two color televisions, two couches, two chairs, stereo and stand, two lamps, collection of signed Roger Brown animals, coffee table, wooden bench, Toshiba VCR, book stand, gas heater, refrigerator, stove, washer, dryer, microwave and stand, two wooden cabinets, kitchen table, antique mirror, metal bathroom cabinet, queen size bed, two chests, wicker stand, kerosene heater, storage chest, desk, baker's rack, lawn mower, two dogs, and one cat, and accordingly, all right, title and interest the HUSBAND may have in or to said property shall be divested out of the HUSBAND and vested into the WIFE to have as hers absolutely, and the HUSBAND shall take reasonable measures as necessary to place said personal property in the possession or control of the WIFE; and;

(11) That the WIFE shall be awarded the real estate and all improvements thereon located at 312 Cherry Street, Nashville, Tennessee 37115, the same being described more fully in a deed of record in Official Record Book Volume 7587, Page 743, Register's Office for DAVIDSON County, Tennessee, to-wit:

Being Lot No. 26 of Block "C" on the Map of Crittenden Estates, as of record in Book 974, page 69, Register's Office for said County. Said Lot No. 26 fronts 50 feet on the southerly side of Cherry Street and runs back between parallel lines, 140 feet to a dead line.

Being the same property conveyed to Bert C. Ferguson by Deed from Poe & Ferguson, Inc. of record in Book 7580, page 267 Register's Office for Davidson County, Tennessee.

This property is conveyed subject to restrictions of record in Book 1360, page 210, said Register's Office. Janelle Ferguson joins in this conveyance in order to convey any interest she may have in said property virtue of being the wife of Bert C. Ferguson, particularly marital rights.

and accordingly, all right, title and interest of the HUSBAND in and to said property is divested out of the HUSBAND and into the WIFE to have as HERS absolutely, and the WIFE shall assume sole responsibility for the indebtedness, if any, on the same and shall hold the HUSBAND harmless on such indebtedness; and

IN WITNESS WHEREOF, we have executed this Agreement as of the date written and at the place written first herein.

Janet Kay Allen.
JANET KAY ALLEN, COMPLAINANT

STATE OF Tennessee
COUNTY OF Davidson

On this 20 day of March, 1989, before me personally appeared Janet Kay Allen, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Deborah Ann Nickerson
Notary Public

My commission expires 1/23/93.

Richard Nelson Allen
RICHARD NELSON ALLEN, DEFENDANT

STATE OF Tennessee
COUNTY OF Davidson

On this 20 day of March, 1989, before me personally appeared Richard Nelson Allen, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Deborah Ann Nickerson
Notary Public

My commission expires 1/23/93.

Approved for entry:

Stan D. Darnell
Attorney for Complainant

Furthermore, as agreed by the Parties, as set forth in the Marital Dissolution Agreement incorporated within this Final Decree, all right, title and interest of the HUSBAND in and to the real property described in paragraph Eleven (11) of the Marital Dissolution Agreement is divested out of the HUSBAND and into the WIFE to have as hers absolutely; and,

This Agreement is an Order of the Court and the Court shall retain jurisdiction of this cause for the enforcement of this decree and either Party has leave to apply, and the costs of this cause have been judged against the Complainant.

Entered this 29 day of March, 1989.

HONORABLE JAMES R. EVERETT, JR. JUDGE

Approved for entry:

Stan D. Darnell
Attorney for Complainant

CERTIFICATE OF SERVICE

I certify that an exact copy of this Final Decree has been delivered on this, the 29th day of March, 1989, by first class mail, postage prepaid, or by hand delivery, to the Defendant, Richard Nelson Allen 101D S Harris St Madison, TN 37115

Stan D. Darnell

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IDENTIF. REFERENCE

Nov 15 3 12 PM '89

FELIX Z. DAVIDSON COUNTY TN.

Mail
Janet Allen
312 Cherry St
Madison Tenn
37115

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* TWENTY-NINTH *day of* MARCH, *19* 89, *in Case Number* 89D-222 *between* JANET KAY ALLEN *Plaintiff, and* RICHARD NELSON ALLEN *Defendant, as same remains of record in Book* 47A, *Page* 844 *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* 16th *day of* NOVEMBER *in the year one thousand nine hundred and* EIGHTY-NINTH *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Lottie L. Adams, *D.C.*

Form #GR-117