18-8-279 T.H.

K Langford

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

MARY HUDGENS LEECH,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 89D-3945
	)	
MICHAEL CRAIG JOHNSON,	)	
	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on the 20th day of November, 1989, before the Honorable James Everett, Judge, upon Plaintiff's Complaint for absolute divorce; upon the Defendant's Answer and Counterclaim, Plaintiff's Reply, the parties' Stipulation that there are grounds for divorce and the parties' Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all property, and upon the testimony of Plaintiff, and the statements of counsel, from all of which the Court affirmatively found that the Court should declare the parties divorced, and that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and that the Marital Dissolution Agreement should be approved;

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:

IN THE PROBATE COURT FOR DAVIDSON COUNTY TENNESSEE
AT NASHVILLE

MARY HUDGENS LEECH,)
)
Plaintiff,)
) No. 89D-3945
VS.)
)
MICHAEL CRAIG JOHNSON)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between MARY HUDGENS LEECH (hereinafter called "Wife") and MICHAEL CRAIG JOHNSON (hereinafter called "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties stipulate, pursuant to 6A Tenn. Code Annotated §36-4-129, that there are grounds for divorce, and that Wife instituted divorce proceedings on November 6, 1989, same being Civil Action No 89D-3945 in the Probate Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties to settle their differences with respect to all property rights and to enter into a contract for the settlement of such rights, not only for the present, but for the future, it being their intention that such contract will be effected 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 covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties agree that each shall have his or her separate property which he or she had at the time of the marriage and that each shall have his or her property acquired by him or her during the marriage. The parties agree that, pursuant to the terms of their Pre-Nuptial Agreement, each party shall have no claim to the property and/or the appreciation thereon, both real and personal, acquired by the other during

the marriage.

2. The parties agree that Husband shall have any automobile titled in his name and that Wife shall have any automobile or automobiles titled in her name at the time of the entry of the Final Decree.

3. The parties agree that, at the time of the filing of the Divorce Complaint, there was a debt owed to Third National Bank and secured by the 1981 Cadillac automobile titled in Husband's name. Wife agrees to pay the indebtedness on the 1981 Cadillac as alimony in solido and to allow the Husband to take title to that automobile free and clear of any lien.

4. Wife further agrees to pay the Husband as additional alimony in solido the sum of Five Thousand Dollars ($5,000.00), payable in one initial payment of Three Thousand Dollars ($3000.00) at the time Husband vacates the house located at 720 Sandburg Place and to pay the remaining Two Thousand Dollars ($2000.00) thirty (30) days after entry of the Final Decree.

5. The parties agree that the alimony in solido set forth in Paragraphs 3 and 4 of this Agreement, hereinabove, shall be taxable to the Husband and non-taxable to the Wife.

6. The parties agree that the Wife owns certain real property located at 716 Sandburg Place and at 720 Sandburg Place, Nashville, TN 37214, and that the Husband has no interest in either of those properties.

7. The parties agree that, in the event that the divorce is not final by December 31, 1989, they may, at Wife's election, file a joint income tax return for the year of 1989, but that Wife shall pay to Husband an amount of money equal to any income tax refund to which he would have been entitled if he had filed a separate return.

8. It is understood and agreed between the parties that this Agreement shall be introduced in the Circuit Court for Davidson County, Tennessee and submitted to the Court for

ratification and incorporation into the Final Decree of divorce between the parties.

9. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights, debts and obligations of and between the respective parties hereto and shall constitute a discharge from all claims and debts arising 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.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

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

12. 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 severable.

13. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral argument.

14. The parties agree that each has sought the advice of his or her separate attorney prior to signing this Marital Dissolution Agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Mary Hudgens Leech
MARY HUDGENS LEECH

MICHAEL CRAIG JOHNSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARY HUDGENS LEECH, with whom I am personally acquainted, and who acknowleged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this 18th day of November, 1989.

Denise Clifton
NOTARY PUBLIC

My Commission Expires: 5-20-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County State, the within named MICHAEL CRAIG JOHNSON, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this 18th day of November, 1989.

Denise Clifton
NOTARY PUBLIC

My Commission Expires: 5-20-92

It is further ORDERED, ADJUDGED AND DECREED that the parties are hereby declared to be divorced and that the parties are each restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed to the Plaintiff.

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

Plaintiff's current residence address is 720 Sandburg Place, Nashville, TN 37214 and Defendant's current residence address is 920 SANDBURG PLACE, NASHVILLE, TN. 37214

This the 20 day of NOV, 1989.

JUDGE

APPROVED FOR ENTRY:

VICKY V. KLEIN, #10015
Attorney for Plaintiff
405 Two Mile Parkway
Goodlettsville, TN 37072
(615)859-6160

Certificate of Service

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. Michael Craig Johnson, 907 72nd St. NW, Bradenton, Florida 34209 on this the 20TH day of November, 1989.

AND TO
720 SANDBURG PLACE
NASHVILLE, TN 37214

Vicky V. Klein

10694

IDENTIF. TREFERENCE

Mar 14 12 01 PM '90

FELIX Z. WILSON II
DAVIDSON COUNTY TN.

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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* ~~PROBATE~~ *Circuit Court for Davidson County, Tennessee, on the* 20th *day of* ~~FEBRUARY~~, *19* ~~89~~, *in Case Number* 89 D-3945 *between* MARY HUDGENS LEECH *Plaintiff, and* ~~MICHAEL CRAIG JOHNSON~~ *Defendant, as same remains of record in Book* 51B, *Page* 1504 *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* ~~14th~~ *day of* MARCH *in the year one thousand nine hundred and* NINETY *and in the* TWO HUNDRED & FOURTEEN *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117