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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

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BOBBY FRED WEBB)
)
)
vs.) NO. 89D-148
)
)
NIKKI LAJUNE RALLS WEBB) BOOK 8095 PAGE 858

FINAL DECREE

This cause came to be heard on the 14th day of March, 1990 before the Honorable James Everett, Jr., Judge of the Probate Court in and for Davidson County, Tennessee, upon Complaint for Absolute Divorce filed by Bobby Fred Webb. It appears to the Court from testimony of complainant, statements of counsel and the entire record that 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 is entitled to an absolute divorce from Wife 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 Bobby Fred Webb should be and hereby is awarded an absolute divorce from Wife, Nikki Lajune Ralls Webb, 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:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOBBY FRED WEBB, Plaintiff/Counter-defendant	]	
vs.	]	NO. 89D-148
NIKKI LAJUNE RALLS WEBB, Defendant/Counter-plaintiff	]	

MARITAL DISSOLUTION AGREEMENT

This Agreement is entered into by and between **BOBBY FRED WEBB** (hereinafter "Husband") and **NIKKI LAJUNE RALLS WEBB** (hereinafter "Wife") subject to the following premises, terms and conditions:

WITNESSETH

WHEREAS, the parties have experienced marital difficulties in the past, with result that husband has instituted a divorce proceeding against wife, with the complaint for absolute divorce having been filed in the Probate Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights and to enter into a contract for the equitable settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to all property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. **DIVORCE**: The parties agree that husband shall proceed to trial and obtain a divorce in the Probate Court for Davidson County on the grounds of irreconcilable differences, upon the Court's approval of this Marital Dissolution Agreement and the parties shall be restored to all the rights and privileges of unmarried persons.

2. **REAL PROPERTY**: The parties agree that during their marriage they acquired certain real estate located at 8993 and 8983 Highway 100 in Davidson County, Tennessee. This real estate which is approximately twenty (20) acres is improved property with certain buildings, including the parties home and Webbs General Store, a business that is co-owned by both parties. This real estate is more exactly described in Attachment 1, and that description is incorporated herein. Wife, in consideration for the value described below, agrees to execute a quitclaim deed divesting herself of all right, title and interest in this property. Husband agrees to hold her harmless on any mortgage currently existing and secured by this property.

The parties acknowledge by their signature below that neither has acquired any other interest in real property during this marriage.

3. **WEBBS GENERAL STORE**: The parties acknowledge they are partners in a defunct business operated on the above mentioned property known as Webbs General Store, 8993 Highway 100, Davidson County, Tennessee. At the time of execution of this Marital Dissolution Agreement, Webb's General Store has stopped doing business and is now closed. The parties agree that the business shall be considered part of the marital estate, for purposes of settlement, and both parties consent to the jurisdiction of this Court for the purpose of dissolving this partnership and dividing this property.

Wife hereby agrees to convey her interest in Webbs General Store to husband, and agrees to execute all necessary documents to dissolve their partnership and divest herself of all

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right, title and interest in the business known as Webbs General Store, and the assets owned by that partnership.

4. AUTOMOBILES: Husband agrees that wife shall be the sole owner of one - 1985 Grand Prix Pontiac automobile, currently in her possession, and he shall divest himself of all right, title and interest in such vehicle and shall convey the title to such vehicle to wife, without any encumbrances.

Husband acknowledges that car is currently in need of repair, and agrees to immediately, upon execution of this document, to repair existing body damage to the vehicle, at his expense, if said repairs are not covered by insurance.

Husband further agrees to maintain liability insurance on the vehicle until the final decree of divorce is entered.

Wife shall divest herself of all interest in one - 1981 Chevrolet truck, currently in husband's possession, and shall execute any documents necessary to make husband the owner of said vehicle. Any incumbrance on said vehicle shall be assumed by husband who holds wife harmless from any obligations thereon.

5. PERSONAL PROPERTY: The parties agree that they have acquired significant personal property during their marriage including home furnishings, appliances, and other personal property. The parties agree these items of personal property shall be fairly and equitably divided and each party shall be vested solely with all right and title to the items received, and the other party shall be divested of all right, title, and interest in such personalty.

Upon execution of this agreement wife shall immediately receive possession of the following items:

1. all items owned by wife prior to the marriage;
2. one king size water bed and pedestal;
3. three lamps;
4. one afghan blanket;
5. one antique couch;
6. one freezer;

7. one half of all linens, bedspreads;

8. one end table;

9. one wicker chair and cushion;

10. one wicker end table; and

11. one cedar lined wicker trunk

6. **TAXES**: Husband agrees to be responsible for all taxes due the United States Internal Revenue Service, the State of Tennessee or the Metropolitan Government for Nashville, Davidson County, for the calender years 1986, 1987, and 1988, including any taxes which may be due or owing relating to the business known as Webbs General Store. Husband shall be responsible for preparing and tendering appropriate tax returns for wife's signature, and agrees to hold wife harmless for any tax liability which may be due for the above described years.

7. **COMPENSATION FOR MARITAL ASSETS**: Husband agrees to pay wife the sum of Five-Thousand ($5,000) Dollars upon execution of this agreement, and execute a Promissory Note in the amount of Fifteen-Thousand Dollars ($15,000), payable at the rate of Four Hundred, Sixteen Dollars ($416) per month for thirty-six (36) months, commencing on February 1, 1990, until paid.

The parties agree, and the Note shall reflect, this amount is due and payable on the 1st day of each month, and that enforcement of this obligation may be pursued by petition for contempt in this Court. The parties further agree that these payments constitute compensation to wife for her share of the marital property.

Husband agrees to purchase and maintain, at his expense, a life insurance policy in the amount of Fifteen Thousand Dollars ($15,000) with wife designated as sole beneficiary, until this obligation is paid. Such policy shall provide that wife be notified if the policy is cancelled, for any reason.

Upon execution of this agreement husband shall within thirty (30) days pay One-Thousand, Eight-Hundred Dollars ($1,800) to Trina Williams, wife's sister, and One-Thousand, Six Hundred Dollars ($1,600) to Elizabeth Compton, wife's mother.

8. **EXECUTION OF DOCUMENTS**: The parties agree to sign or execute any and all necessary deeds, documents, titles or instruments to carry out and to put in full force and effect the intent and purpose of this Agreement.

9. **MARITAL RIGHTS**: The parties understand and agree that this Agreement is in full and final settlement of all marital rights between the parties and, except as otherwise provided herein, forever bars either party from and after the execution of this Agreement, from any and all claims for alimony, dower, courtesy, homestead or any other inheritance rights the parties may have acquired by their marriage, except as contained herein.

10. **NO INTERFERENCE**: From the date of this Agreement, each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall harass, molest, bother, nor interfere with the other, or compel or endeavor the other to cohabit or dwell with him or her.

11. **VOLUNTARY ACCEPTANCE**: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and each party acknowledges that the Agreement fully, adequately and sufficiently provides for the equitable settlement of the parties' property rights and debt liability; that it is being entered into voluntarily and that it is not the result of any duress or undue influence. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof and that they have signed the same voluntarily.

12. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

13. ATTORNEYS FEES AND COURT COSTS: The parties agree that each shall be individually responsible for their own respective attorney's fees and husband agrees to be responsible for the court costs of this proceeding.

14. TRACKWORK SPECIALIST, INC.: The parties acknowledge that Trackwork Specialist, Inc. is operated on the above mentioned property in Nashville, Davidson County, Tennessee. The parties acknowledge that this business was incurred prior to the parties' marriage and that the Wife has no legal or equitable interest in the business. The Wife hereby disclaims any and all interest which she claims she may have in Trackwork Specialist, Inc. and agrees to execute any and all necessary documents in favor of Husband and divests herself of all right, title and interest in the business known as Trackwork Specialist, Inc. in the event it is necessary at some future date.

15. Wife shall be responsible for any and all debts incurred by her subsequent to the parties' separation from the time of the filing of the Complaint for Absolute Divorce and shall hold Husband harmless from same.

16. Husband shall be responsible for any and all debts incurred by him subsequent to the parties' separation from the time of the filing of the Complaint for Absolute Divorce and shall hold Wife harmless from same.

It is understood that this agreement is subject to the approval of the Court in the event a divorce is granted to either party herein and if approved by the Court, shall be incorporated into a final decree of divorce.

Bobby F Webb
BOBBY FRED WEBB

Nikki LaJune Ralls Webb
NIKKI LAJUNE RALLS WEBB

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me Cheri Mayers, a notary public in and for said County and State, Bobby Fred Webb, defendant in the foregoing domestic action, with whom I am personally acquainted and who acknowledged that he executed the foregoing agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 13th day of ~~January,~~ February, 1990.

Cheri Mayers
Notary Public

My Commission Expires: May 13, 1990

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me Trina Williams, a notary public in and for said County and State, Nikki LaJune Ralls Webb, plaintiff in the foregoing domestic action, with whom I am personally acquainted and who acknowledged that she executed the foregoing agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 21st day of January, 1990.

Trina Williams
Notary Public

My Commission Expires: May 13, 1990

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

ENTERED this 14 day of March, 1990.

HONORABLE JAMES EVERETT, JR.
Judge of the Probate Court

APPROVED FOR ENTRY:

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

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Mr. Michael E. Terry, Attorney for Wife, 150 Second Avenue North, Nashville, TN. 37201 on this 14th day of March, 1990.

GEORGE J. DUZANE #6461

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GEORGE L. ROOKER, Clerk

By K Langford Deputy

EXHIBIT A TO FINAL DECREE OF DIVORCE

REAL PROPERTY DESCRIPTION LOCATED AT

8983 STATE HIGHWAY 100

NASHVILLE, DAVIDSON COUNTY, TENNESSEE 37221

LAND in the 9th Civil District of Davidson County, Tennessee, described as follows:

BEGINNING at a stake in the center of State Highway No. 100 and in Stoner & Breedlove's west boundary line; thence with center of said Highway south 74 deg. west 12 poles (198.00 feet) to a stake in center of same, W. T. Phillips' corner; thence with his line, south 13 deg. east 122 poles (2,013 feet) to a stake on south bank of branch with white walnut and sycamore pointers in S. S. Morton's line; thence with his line, south 87 deg. east 12 poles (198.00 feet) to a stake in his line with poplar pointer, said Stoner & Breedlove's southwest corner; thence with their line north 13 deg. west 128 poles (2,112 feet) to the beginning, containing 9.38 acres, more or less.

BEING the same property conveyed to Bobby F. Webb and wife, Nikki L. Webb from Iva Lee Teal, also known as Iva A. Teal and Iva A. Allison by Warranty Deed of record in Book 7710, Pages 441 and 442, Register's Office for Davidson County, Tennessee.

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IDENTIF. REFERENCE

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EXHIBIT B TO FINAL DECREE OF DIVORCE

REAL PROPERTY DESCRIPTION LOCATED AT

8993 STATE HIGHWAY 100

NASHVILLE, DAVIDSON COUNTY, TENNESSEE 37221

LAND in the 9th Civil District of Davidson County, Tennessee, described as follows:

BEGINNING at a stone on the south bank of a branch, being the southwest corner of a tract of 1 & 3/8 acres sold by Dr. J. N. Smith to W. T. Phillips; thence with said Smith's line South 13 deg. East 122 1/2 poles to a stake in Morten's line with a sycamore pointer on the bank of the main branch of Blue Grass Hollow; thence with said Morten's line South 87 deg. East 26 poles to a stake with poplar pointers; Stoner's and Breedlove's southwest corner; thence with their lines North 13 deg. West 132 poles to a stake in their southeast corner of said 1 & 3/8 acre tract; thence with the line of same South 57 deg. West 8 & 3/5 poles to a stake 8 feet south of a spring in the bank of a branch, a corner of said 1 & 3/8 acre tract; thence with the line of same South 76 deg. West 18 poles to the point of beginning, containing 20 & 9/16 acres more or less. INCLUDED IN THE ABOVE BUT EXPRESSLY EXCLUDED THEREFROM is a tract of 9.3 acres, more or less, off the east part of said tract herein described, conveyed to Mamie Ursery by deed from W. T. Phillips, et ux, of record in Book 892, Page 692, Register's Office and that portion thereof which lies with the boundaries of Highway 100.

BEING the same property conveyed to Bobby F. Webb and Nikki L. Ralls from Robert L. Merritt and wife, Ollie Belle Merritt by Deed of Trust of record in Book 6895, Page 776, Register's Office for Davidson County, Tennessee.

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* 14th *day of* March, *19*90, *in Case Number* 89D-148 *between* Bobby Fred Webb *Plaintiff, and* Nikki LaJune Ralls Webb *Defendant, as same remains of record in Book* 53B, *Page* 1325 *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* April *in the year one thousand nine hundred and* ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*