54P 257

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

FRANK JACKSON HUDSON, II,
Husband

-vs-

STEPHANIE VANNE HUDSON,
Wife

No. 89D-4970

BOOK 8102 PAGE 361

DIVORCE DECREE

This cause came on to be heard on the 30th day of April, 1990, before the Honorable ~~James R. Everett, Jr.~~ Special Judge Dane Russell, Judge, upon the Divorce Bill heretobefore filed in this cause, upon the written Marital Dissolution Agreement executed by the parties, upon statement of counsel, and upon the entire record in this cause, from all of which the Court finds that Husband, FRANK JACKSON HUDSON, II, and Wife, STEPHANIE VANNE HUDSON, have experienced such irreconcilable differences in their marriage as would render further cohabitation improper;

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony subsisting between Husband, FRANK JACKSON HUDSON, II, and Wife, STEPHANIE VANNE HUDSON, be absolutely and forever dissolved and that Husband, FRANK JACKSON HUDSON, II, be granted an absolute divorce from Wife, STEPHANIE VANNE HUDSON, and that he be restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties hereto have entered into a written Marital Dissolution Agreement, and the Court affirmatively finds that the parties have made adequate and sufficient provision by said written agreement for the equitable division and distribution of any property rights between the parties, said agreement providing as follows, to-wit:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

FRANK JACKSON HUDSON, II, Plaintiff	)	
-vs-	)	NO. 89D-4970
STEPHANIE VANNE HUDSON, Defendant	)	BOOK 8102 PAGE 362

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this 8th day of February, 1990, by and between Plaintiff, FRANK JACKSON HUDSON, II, hereinafter called Husband, and, Defendant, STEPHANIE VANNE HUDSON, hereinafter called Wife, both citizens and residents of Nashville, Davidson County, Tennessee;

W I T N E S S E T H:

WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconcilable; and,

WHEREAS, the above captioned action for absolute divorce between the parties is now pending in the Probate Court of Davidson County, Tennessee, styled Frank Jackson Hudson, II -vs- Stephanie Vanne Hudson, being case No. 89D-4970; and,

WHEREAS, the parties hereto are mutually desirous of adjusting all issues in said action with the concurrence of the Court;

NOW, THEREFORE, for good and sufficient consideration, including the mutual covenants and agreements hereinafter contained, the parties hereto mutually agree as follows:

1. Husband and Wife own as tenants by the entirety their residence situated at 2608 Bluefield Avenue, Nashville, Tennessee. The parties acknowledge that said real estate is presently encumbered by a first mortgage indebtedness owed to Fundamental Mortgage Corporation, said obligation having a balance as of date of execution of this Agreement in the amount of Seventy-four Thousand Fifty-three Dollars and Forty Cents ($74,053.40). Wife agrees, immediately upon the execution of this Marital Dissolution Agreement, to execute a Quitclaim Deed divesting to Husband all her

right, title and interest in said real estate. Husband agrees to assume sole responsibility for the outstanding mortgage indebtedness owed on said real estate, and he agrees to indemnify and hold Wife harmless from any losses of whatsoever nature which she may incur as the result of his failure to satisfy same. In consideration of the transfer herein described, the parties agree that Wife shall have an equitable interest in said real estate to the extent of thirty percent (30%) of the net proceeds to be received by Husband at such time as said real estate is sold, said equitable interest to be determined as is herein described. During Husband's ownership of said real estate, he shall not be permitted to increase the mortgage indebtedness owed on said real estate beyond the obligation presently existing on same as is hereinabove described. At such time as Husband shall sell the real estate described herein, the sale price shall be reduced by a reasonable real estate commission to be paid, necessary and appropriate closing costs, and the outstanding mortgage indebtedness then existing (said amount not to exceed the mortgage indebtedness existing as of date of execution of this Agreement). Husband shall then pay to Wife, commensurate with said closing, a sum equivalent to thirty percent (30%) of the net proceeds he receives. A copy of the Divorce Decree and Marital Dissolution Agreement entered in this cause shall be filed for record in the Register of Deeds Office of Davidson County, Tennessee, and same shall constitute a lien against the real estate owned by the parties so as to insure satisfaction of the obligation owed to Wife as is herein described. The parties mutually agree that nothing herein is intended to insure that net proceeds will be realized from a sale and/or liquidation of said real estate.

2. The parties hereto acknowledge that they have made an equitable division and distribution of their furniture, appliances and household furnishings. Accordingly, Wife shall be permitted to individually retain all of said items of personal property which are identified on Exhibit A attached hereto, and Husband shall be permitted to individually retain all items of furniture,

appliances and household furnishings owned by the parties and which are not specifically identified on said exhibit. Further, the parties acknowledge that Wife is relocating to the Memphis area and that she may leave certain of the household furnishings she is to receive in the home to be transferred to Husband until she can accommodate same in her new residence. Accordingly, the parties agree that Wife shall be permitted to remove all and/or certain of said household furnishings from time to time as she may desire. Further, Husband agrees that he will pay one-half (1/2) of the transportation cost incurred by Wife for relocating said items of household furnishings to her residence in Memphis. However, prior to incurring said obligation, Wife will advise Husband as to the mover and the projected cost, and he shall have the right to secure a less expensive mover and/or to remove same on a less expensive basis. The parties in that event agree to share equally in the cost associated therewith, and Husband agrees to insure that Wife's property shall not be damaged in the relocation process.

3. Husband agrees to relinquish to Wife any right, title or interest he may have in a 1968 Mercedes automobile owned by the parties, and he agrees to execute a document of transfer divesting to Wife all his right, title and interest in said vehicle.

4. The parties agree that Wife shall be permitted to individually retain a Certificate of Deposit owned by her in the face amount of Five Thousand Dollars ($5,000.00), and Husband agrees to execute such documents of transfer as may be necessary to divest his interest in same to Wife.

5. The parties agree that Husband shall be permitted to individually retain all bank accounts, stocks, bonds, retirement accounts, stock option plans, pension plans, and/or profit sharing plans owned individually in his name, and likewise, Wife shall be permitted to individually retain all bank accounts, stocks, bonds, retirement accounts, stock option plans, pension plans, and/or profit sharing plans owned individually in her name.

6. The parties agree that Wife's maiden name of Stephanie Vanne Starnes shall be restored to her.

7. Husband agrees to assume sole responsibility for payment of the outstanding indebtednesses owed by the parties to the following named creditors: Dillard's (04-106-426-2); Lowe's (C812-0112-2606-138); First National Bank of Louisville (541418-101-00-3710); Spiegel (34-0506-122-1); Service Merchandise (CG-82-7094-0556015); Optima (3737-005651061001); Union Planters Visa (4455-050-100-115218); Castner Knott (239-7926-342); J.C. Penney (179-714-388-8); Household Card Services Visa (4032-0080-4300-5450); Citibank Visa (4128-201-078-453); Bank Card Center Master-card (5247-0033-1111-3639); and, Dominion Bank of Middle Tennessee (89-14-0000-314936). Husband agrees to indemnify and hold Wife harmless from any losses of whatsoever nature which she may incur as the result of his failure to satisfy said obligations. Wife agrees that in the event she should have credit privileges with any of the above-named creditors, she will not make any charges through same which would create an obligation for payment on the part of Husband. Likewise, Husband agrees that in the event Wife is an obligor on any of the accounts hereinabove described which he is assuming, he will not make additional charges on said accounts without first removing Wife as an obligor thereon. Specifically, Husband agrees that future charge privileges on any of said accounts shall be maintained only under circumstances whereby he is recognized as the sole obligor on said accounts.

8. Husband agrees to pay to Wife as rehabilitative alimony the sum of One Hundred Fifty Dollars ($150.00) per month, said obligation to be paid until Wife's remarriage, or until such time as Wife secures gainful employment, or until the expiration of six (6) monthly payments, whichever event should first occur. The first of said payments shall be made on or before March 5, 1990, and subsequent payments at monthly intervals thereafter.

9. Husband and Wife agree to file a joint tax return for the calendar year 1989, and they agree to divide equally any tax refund which they may receive. Likewise, in the event the parties

should be required to pay additional taxes for the calendar year 1989, they agree to share equally in the payment of said obligation.

10. In the event that it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, said party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action, discretion regarding the payment of said amount to remain with the Court.

11. It is understood and agreed between the parties that this agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee, and shall be submitted to the court for ratification and incorporation into the final decree of divorce between the parties.

12. 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 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, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent 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 now owned by Wife or Husband individually or jointly, or any property that either of them may acquire in the future.

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

14. 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.

The provisions in this agreement and their legal effects are fully known to each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

15. It is understood and agreed between the parties that, as a 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.

16. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties or by order of the court.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the court as part of the final decree of divorce between the parties.

HARTZOG, SILVA & DAVIES

Mark Hartzog
Attorney for Plaintiff

Frank Jackson Hudson, II
Plaintiff

Stephanie Vanne Hudson
Defendant

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, Linda C. Harris, a Notary Public in and for said County and State, the within named FRANK JACKSON HUDSON, II, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purpose therein contained.

WITNESS my hand and official seal at Franklin, Tennessee, this the 7th day of February, 1990.

My Commission Expires:
6/27/90.

Notary Public

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, MARK HARTZOG, a Notary Public in and for said County and State, the within named STEPHANIE VANNE HUDSON, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purpose therein contained.

WITNESS my hand and official seal at FRANKLIN, Tennessee, this the 8th day of February, 1990.

My Commission Expires:
5-17-93.

Notary Public

EXHIBIT A

Bedroom #1 (Master)

Antique Bed
Washstand
Wing back Chair
Gold leaf oak mirror
Dresser
Commode
Brass lamp with yellow shade
Wall sconce 1, small

Bedroom #2 (Guest)

Bed
Wing back chair
Antique lamp
Desk Clock
Towel rack
Desk
Bed stand
Half arm chair
Pitcher/bowl

Hall

Oak letter chest

Den

Couch
3 tier stand
Linen press
Copper kettle
Showring picture
Bird dog picture
Hunters horn lamp
Rocker
bookshelf
TV
Riding boots
Pen & ink picture
Currier & Ives book
Waterford clock

Dining Room

Fruit picture
Cross stitch & frame
Side board
Hand painted vase
Buttermilk churn
China less 4 place settings
Gold leaf frame & picture
China cabinet & Haviland China
Lamp
Trophy
Silver tray

Porch

Cross stitch & frame

Upstairs

Birdseye maple washstand
Horse head bookends
(3) Billie Nappea horse prints
Gun cabinet
Ethan Allen bookcase
Portable TV
Brass desk lamp
(Sensation) horse picture
Cross stitch (ducks) & frame
Youth desk
Bench
Small antique rocker
(1) bankers lamp
(2) cross stitch & frame
Ethan Allen desk & chair
Ethan Allen end table
Love seat
spitoon
(2) Color photo of Sensation
Plaid chair/ottoman
Oriental runners (2)
Hartmann luggage

Kitchen

Cookbooks
Split dishes/cookware/silverware

Basement

Oak roll top desk/chair
Oak table/chairs (4)
Antique table frame
Armoire
Cabin lamp
Oak hat rack/mirror
Magazine holder
Trophies/ribbons
Oak ice box
Igloo coolers (1)
Upholstered chair/ottoman
Antique chest
Oak mantle
Shadow box
Mirror to linen press in den
Golf clubs (Vanne's)
washer/dryer
Box of linens
Cobbles bench
(1) pr. Black & Decker grass shears

Garage

Bicycle
Split yard tools (hand)
Honda mini trail
Small grill - gas

At such time as Wife removes the items of household furnishings hereinabove described from the home of the parties, Husband shall have an option to purchase the refrigerator from Wife for the sum of $200.00

It is, therefore, ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement as executed by the parties is in all respects approved and ratified in full, and said agreement shall be given full force and effect in all respects between the parties hereto as an ORDER of this Court.

The unpaid costs of this cause shall be paid by Husband for which execution may issue, if necessary.

Enter this 30 day of April, 1990.

~~James R. Everett, Jr.~~
~~Judge~~ Anne Russell, Special Judge

APPROVED FOR ENTRY:

HARTZOG, SILVA & DAVIES

Mark Hartzog, #3450
Attorney for Husband

123 Fifth Avenue North
P. O. Box 664
Franklin, Tennessee 37065
615/790-1500

CERTIFICATE

I certify that a copy of this Divorce Decree has been mailed to both Husband and Wife on this the 30th day of April, 1990.

Mark Hartzog
Attorney for Husband

37.61 05/03 0101 03CHECK 36.00

BOOK 8102 PAGE 372

23937.

IDENTIFICATION REFERENCE

MAY 3 3 05 PM '90

DAVIDSON COUNTY, TN

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* 30th *day of* April, *19* 90, *in Case Number* 89D-4970 *between* Frabj Hacjsib Hudson II, *Plaintiff, and* Stephanie Vanne Hudson *Defendant, as same remains of record in Book* 54A, *Page* 853 *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* 3rd *day of* May *in the year one thousand nine hundred and* ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D. Harvey *D.C.*

Form #GR-117