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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JAN GAIL MUNDY)
)
VS.) NO: 89D-142
)
STEVEN WINDCOTT MUNDY)

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Map-Parcel 044-11-073.00

Final Decree

This cause came on to be heard on the 15t day of March, 1989, before the Honorable James R. Everett, Jr., Juddge of the Probate Court for Davidson County, Tennessee, upon the Plaintiff's Complaint for Absolute Divorce, testimony of the Plaintiff, and the entire record in this cause, from all of which it appears to the Court that the parties have experienced irreconcilable differences, and that a divorce should be granted to the parties.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the bonds of matrimony existing between the parties be and the same hereby are forever dissolved, and the Plaintiff is awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and therefore, it is further ORDERED, ADJUDGED and DECREED, that the Marital Dissolution Agreement entered into between the parties and heretofore filed with this Court be and the same is hereby approved, and made a part of this Final Decree of Divorce, as hereafter set out.

It is, further ORDERED, ADJUDGED and DECREED that the property description below, be divested from Husband, STEVEN WINDCOTT MUNDY, and vested to Wife, JAN GAIL MUNDY. The property description is as follows:

BEING a part of Lot No. 171, Section A, Village of Old Hickory, as shown on plan recorded July 16, 1948, Book 1424, page 68, in Register's Office for Davidson County, Tennessee, more particularly described as follows:

BEGINNING with iron pin at the southwest corner of Lot No. 171, Section A, and running thence the following courses and distances: (1) North 10 Degrees 40' West 153.7 feet to an iron pin; thence (2) North 77 Degrees 32' East 15.0 feet to an iron pin; (3) in an easterly direction around a curve having a radius of 521.5 feet, 21.3 feet to an iron pin; thence (4) South 15 Degrees 30' East 90.3 feet to an iron pin; thence (5) North 74 Degrees 30' East 10.0 feet to an iron pin; thence (6) South 15 Degrees 30' East 62.5 feet to an iron pin; thence (7) South westerly direction around a curve having a radius of 567.8 feet, 29.3 feet to an iron pin and the point of beginning.

BEING part of Lot No. 171 , Section A, Village of Old Hickory, as shown on plan recorded July 16, 1948, Book 1424, page 68, in Register's Office for Davidson County, Tennessee, more particularly described as follows:

BEGINNING with an iron pin at the northeast corner of Lot No. 171 and running thence the following courses and distances:

1. South 15 degrees -30'East 89.9 feet to an iron pin; thence
2. South 74 degrees - 30'West 10.0 feet to an iron pin; thence
3. North 15 degrees - 30' West 90.3 feet to an iron pin; thence
4. In an easterly direction around a curve, having a radius of 521.5 feet, 10.0 feet to an iron pin and the point of beginning.

BEING the sane property conveyed to Steven W. Mundy and wife, Jan G. Mundy by deed from Hebron F. Cope and wife, Ora, M. Cope, recorded in Book 5041, page 549 of the Register's Office of Davidson County, Tennessee.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAN GAIL MUNDY)
VS.) NO._____
STEVEN WINDCOTT MUNDY)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into between JAN GAIL MUNDY, hereinafter referred to as "WIFE," and STEVEN WINDCOTT MUNDY, hereinafter referred to as "HUSBAND," whose names appear sworn to below, and by which specific reference is made to the hereinabove cause being filed simultaneously with the filing of this Agreement in the Circuit Court of Davidson County, Tennessee, on the ground of irreconcilable differences.

It is the decision of the parties to amicably settle their differences with respect to all property rights. They have mutually agreed that each party will keep his or her own personal property, and they have made a satisfactory settlement as to the ownership of all such personal property.

The parties acknowledge they do own real property. The parties agree that the Husband shall sign a Quit Claim Deed to Wife conveying her interest in the parties real property located at 103 Wilmington Street, Hermitage, Tennessee 37138. The parties further agree that the Husband shall be responsible for the mortgage payment and hold Wife harmless from same.

The parties have heretofore agreed upon the distribution of the household furniture and furnishings and each party agrees that they are satisfied with such distribution.

The parties acknowledge they do have joint indebtedness. The parties agree that the Husband shall be responsible for the indebtedness to Master Card and Sears. The parties agree that the Wife shall be responsible for the indebtedness to Dillards. Except as set forth herein, each will be responsible for his or her own debts and each is aware of the debts for which he or she is responsible.

The parties own the following vehicles: Wife shall retain ownership of the 1979 Volks Wagon now titled to Wife. Said vehicle is free of any indebtedness. Husband will retain ownership of the 1974 Volks Wagon now titled to Husband. Said vehicle is free of indebtedness. Each party agrees to execute documents necessary to effect title transfer.

The parties have agreed that the Wife shall be responsible for all Court costs incurred in this action.

The parties further agree that should either party be compelled to pay any debt assumed by the other under this agreement, then the party so compelled shall be indemnified by the party herein assuming such debt, including reasonable legal fees and/or court costs.

The parties agree that all obligations for paying certain debts and/or indemnifying and holding each other harmless from any liability thereof required by the terms of this Agreement shall be deemed to be a support obligation under 11 U.S.C. §523(5) which is not dischargeable in bankruptcy.

This Agreement constitutes the full and complete understanding of the parties hereto relative to all matters of the division of all marital property and is executed on the day and date written below, and a copy of same is being retained by each party.

Jan Gail Mundy
JAN GAIL MUNDY

Steven Windcott Mundy
STEVEN WINDCOTT MUNDY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 26th day of December 1988, before me personally appeared JAN GAIL MUNDY, to me known 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.

Nancy Dentrey
NOTARY PUBLIC

My commission expires: 5/8/91

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 26th day of December, 1988, before me personally appeared STEVEN WINDCOTT MUNDY, to me known 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.

Nancy Dentrey
NOTARY PUBLIC

My commission expires: 5/8/91

Tampa, Florida 33620 0122

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

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

ENTER this the 15 day of March, 1989.

JUDGE

APPROVED FOR ENTRY:

LAW OFFICE OF BART DURHAM

Attorney for the Plaintiff #13053
1712 Parkway Towers
Nashville, TN 37219
(615) 242-9000

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce was mailed to the Defendant at his last known address, 4436 S. Garnett, Apt., 15-14, Tulsa, OK this 15 day of March, 1989.

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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* 15th *day of* March, *19* 89, *in Case Number* 89D-142 *between* Jan Gail Mundy *Plaintiff, and* Steven Windcott Mundy *Defendant, as same remains of record in Book* 176C, *Page* 186 *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* 21st *day of* June *in the year one thousand nine hundred and* ninty *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Suzanne Parker *D.C.*

Form #GR-117