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BOOK 8148 PAGE 661

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

ALICIA LYNN POE,)
)
Plaintiff,)
)
v.) No. 88D-3260
)
MARK CHRISTOPHER POE,)
)
Defendant.)

Map 132-6
Parcel 16

FINAL DECREE

This cause came on to be heard on April 4, 1990, before the Honorable James Everett, Judge of the Probate Court of Davidson County, Tennessee, upon original Complaint for absolute divorce filed by Wife, Answer and Counter Complaint filed by Husband, and Answer to the Counter-Complaint. It appears to the Court that all pleadings have been withdrawn other than the Counter-Complaint of Husband. It further appears to the Court that this cause is before the Court on the grounds of irreconcilable differences and upon Husband's Counter-Complaint for absolute divorce. After testimony of Husband the Court was of the opinion that the parties have irreconcilable differences in their marriage and that Husband be and he is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person and the bonds of matrimony heretofore existing between the parties are perpetually and forever dissolved. Further the Court approves the Marital Dissolution Agreement entered into by and between the parties. It is, therefore,

ORDERED by the Court that Husband be and he is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person. It is further

ORDERED by the Court that the Marital Dissolution Agreement filed with the court and approved by the parties is affirmatively found to make for an equitable settlement of the parties' property rights, is approved by the Court and made a part of this Final Decree, which agreement reads in words and figures as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

ALICIA LYNN POE, Complainant	)	
-vs-	)	NO. 88D-3260
MARK CHRISTOPHER POE, Defendant	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1990, by and between Complainant, ALICIA LYNN POE, hereinafter called Wife, and, Defendant, MARK CHRISTOPHER POE, hereinafter called Husband, both citizens and residents of 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 Alicia Lynn Poe -vs- Mark Christopher Poe, being case No. 88D-3260; 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 803 Crestwood Drive in Nashville, Davidson County, Tennessee. Wife agrees to relinquish to Husband all her right, title and interest in said real estate, and she agrees to execute a Quitclaim Deed divesting her interest in same to Husband. Said real estate is presently encumbered by a first mortgage indebtedness owed to Altus Mortgage Corporation (approximately $84,000.00) and a second mortgage indebtedness owed to Third National Bank (approximately $130,000.00). Husband agrees

to assume sole responsibility for the payment of each of said mortgage indebtednesses, 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. Additionally, Husband agrees, commensurate with the execution of this Agreement and as a precondition to the termination of the marriage of the parties, to take such steps as may be necessary and appropriate to have Wife removed as an obligor on the indebtedness owed to Third National Bank as hereinabove referenced.

2. Husband and Wife own jointly and/or individually an interest in the following properties: 2817 West End Avenue in Nashville, Tennessee; 1222 Sixteenth Avenue South in Nashville, Tennessee; Stouffer Hotel and Office Complex (including air rights) in Nashville, Tennessee. Husband agrees to relinquish to Wife any right, title or interest he may have in any of said properties, and agrees to execute such partnership documents, Quitclaim Deeds, or otherwise as may be required to divest his interest in same to Wife. Wife agrees to assume sole responsibility for the payment of any mortgage indebtednesses and/or other obligations encumbering said properties on which the parties may be liable, and she agrees to hold Husband harmless from any losses he may incur as the result of her failure to maintain payments on same.

3. Husband agrees to relinquish to Wife any right, title or interest he may have in a 1988 Chrysler automobile presently operated by Wife, and he agrees to execute such documents of transfer as may be necessary to divest his interest in said vehicle to Wife.

4. Wife agrees to relinquish to Husband any right, title or interest she may have in a 1985 Ford truck presently operated by Husband, and she agrees to execute such documents of transfer as may be necessary to divest her interest in said vehicle to Husband.

5. Wife acknowledges that at such time as she separated from Husband, she left in her jewelry box in the home of the parties a

light blue sapphire and diamond ring (value approximately $10,000.00) and a Cartier tank watch. Wife acknowledges that upon her subsequent return to the home, said items of jewelry were not in her jewelry box, and Husband has denied knowledge of same. The parties herein specifically acknowledge and agree that said items of jewelry are Wife's individual property, and Husband, under oath, acknowledges that since Wife's separation, he has not seen said items of jewelry, does not know of their present whereabouts, has not at any point in time had said items of jewelry in his personal possession, has not placed said items of jewelry with another person in trust, and that he has no knowledge whatsoever as to circumstances regarding their disappearance. That in the event such should be located in the future, possession of same shall be immediately relinquished to Wife.

6. The parties hereto acknowledge that Wife owned prior to their marriage and as her separate property the following items of personal property: 15 oz. of Canadian gold leaf; tax free bond with a value in the approximate amount of $45,000.00; 2942 shares of Times Mirror common stock; 600 shares of Exxon common stock; 442 shares of Shoney's common stock; and, 800 shares of Corroon & Black common stock. Husband agrees immediately upon the execution of this Agreement to relinquish to Wife any right, title or interest he may have in said items of property, including any additions and/or increases in value thereto, and he agrees to execute such documents as may be required to divest his interest in same to Wife.

7. The parties hereto acknowledge that Wife shall be permitted to individually retain the following items of separate property presently in her possession: dining room table; sofa; two wing-back chairs; small oriental rug; Lane coffee table; television set; VCR; Armoire; two blue chairs; washing machine; brass bed; pine chest; old pine chest; old pine bedside table; three pair of lamps (two brass and one mahogany wood); Spiegel dishes; and, old pots and pans. Additionally, Wife shall be permitted to

individually retain the china and crystal stemware owned by the parties and presently stored at the residence of Wife's mother.

8. The parties hereto acknowledge that they have met on February 25, 1990, for the purpose of specifically identifying the additional items of furniture, appliances, household furnishings and personal effects which Wife is to receive. Accordingly, the parties acknowledge that Wife shall be permitted to individually retain those items of furniture, appliances, household furnishings and personal effects identified on Exhibit A attached hereto, and Husband shall be permitted to individually retain all remaining items of household furnishings and personal effects which are not designated for Wife. Wife acknowledges that in the meeting on February 25, 1990, she had an opportunity to personally examine certain of the household furnishings she is to receive as to their existence and condition, and Husband acknowledges that the remaining items not available for inspection are in existence and are in substantially the same condition as was true at the time of the separation of the parties. Husband acknowledges that most of the household furnishings Wife is to receive are presently situated in his residence on West Linden Avenue in Nashville, Tennessee, and he agrees to assimilate all of said items of household furnishings at said residence for Wife's procurement of same. Wife agrees to secure and move at her expense the entirety of the items she is to receive on or before the expiration of ten (10) days from date of termination of the marriage of the parties. Husband agrees that until such time as said items of household furnishings are removed, he will secure said items for Wife and maintain same in their present condition.

9. The parties agree that Wife's maiden name of Alicia Lynn Welch shall be restored to her.

10. The parties agree that in the event Wife should elect to file joint income tax returns for the calendar year 1989 in order to reduce the amount of taxes to be paid, they will cooperate with each other in filing said return, and in that event, Wife agrees to be individually responsible for the payment of any taxes due.

The parties acknowledge that they do not anticipate a tax refund, but should such occur, they will divide same equally.

11. Wife agrees to be individually responsible for the payment of attorney's fees she has incurred in this presentation of this cause, and likewise, Husband agrees to be individually responsible for the payment of attorney's fees he has incurred in the presentation of this cause. Wife agrees to pay the Court costs in this cause.

12. 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 judgement for reasonable expenses, including attorney's fees, incurred in prosecuting said action, discretion regarding the payment of said amount to remain with the Court.

13. It is understood and agreed between the parties that this agreement shall be introduced in the proceedings now pending in the Probate 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

Mark Hartzog
Attorney for Complainant

Alicia Lynn Poe
Alicia Lynn Poe
Complainant

Jack Butler
Attorney for Defendant

Mark Christopher Poe
Mark Christopher Poe
Defendant

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 ALICIA LYNN POE, 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 26th day of February, 1990.

My Commission Expires:
5-17-90.

Notary Public

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Donna K. Mitchell, a Notary Public in and for said County and State, the within named MARK CHRISTOPHER POE, 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 Nashville, Tennessee, this the 7th day of March, 1990.

My Commission Expires:
7-13-91.

Donna K. Mitchell
Notary Public

EXHIBIT A

Queen size bed, including headboard, mattress and box springs (gift from mother)
Two night stands (gift from mother)
High-boy (gift from mother)
Large oriental rug (gift from father)
Secretary
All silver including, but not by way of exclusion, 12 place settings of 18th Century Reed & Barton (gift from mother)
All silk plants
Five (5) paintings
Five (5) art books
King size bed, including headboard, mattress and box springs
All bed covers, pillows, and linens for queen size and king size beds
Leather trunk
Small Sony television set
Bombay mahogany chair
Two green chairs in master bedroom
Gold mirror above chest in master bedroom
Kitchen table and chairs
Dining room oriental
Wicker furniture including sofa, two chairs and two end tables
Dhurrie rug
Stereo
Desk
Leather chair (gift from mother)
Den sofa
Large chest with wood inlay and mirror (gift from mother)
Oriental runner
Bombay console table
Two (2) brass and two (2) creme lamps
New pots and pans
AT&T cordless telephone
Two (2) kitchen stools
Chest from master bedroom
Hammered silver pitcher
Silver serving piece
Silver trays
Wing-back chair in den
Oriental trash can
Food processor
Crock pot
Bombay field bar
Crystal decanters
Peach wine and champagne glasses
Dining room silk flower arrangement
Mirror table runner
5 pr. crystal candelsticks
Large terracotta vase from living room
Gas grill
Two (2) dark green Adirondack chairs
Two (2) wooden planters from front porch
Pineapple wooden planter with silk flower arrangement
Invisible dog fence system with two collars
Thick acrylic trays
Ice chest (acrylic)
Glass plates
Wooden wine rack
Silver wine rack
Silver picture frames
Towels
Glass bowls

EXHIBIT A
(Continued)

Silver chest
Swan book-ends
Large blue basket and dried flowers
Christmas decorations
Knives
Cloisenais carving set
Silver revere bowl
Two (2) goosedown comforters

It is further ORDERED by the Court that the property now vested in Husband to be his absolutely is described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 11 on the Plan of Crestwood Acres, of record in Book 1130, page 60, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Mark C. Poe and wife, Alicia W. Poe, from Jeff D. Reagan and wife, Elizabeth Reagan as of record in Book 7501, Page 6, Register's Office for Davidson County, Tennessee,

ENTER this 4 day of April, 1990.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER, 2838
Attorney for Husband
First American Center, Suite 2395
315 Deaderick Street
Nashville, Tennessee 37238-2395
(615) 244-3300

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Mark Hartzog, Attorney for Wife, 123 Fifth Avenue, North, P. O. Box 664, Franklin, Tennessee 37065-0664, on this 4 day of Apr., 1990.

JACK A. BUTLER

pld/11

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IDENTIFICATION REFERENCE

JUL 9 2 09 PM '90

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

8366 07/09 0101 01CASH 36.00

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* 4th. *day of* April, 19 90, *in Case Number* 88D-3260 *between* Alicia Lynn Poe *Plaintiff, and* Mark Chirstopher Poe *Defendant, as same remains of record in Book* 53C, *Page* 2422 *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* 9th. *day of* July *in the year one thousand nine hundred and* Ninety *and in the* 215th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117