MAP 103-14
Parcel 61

15/13
1358

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LESLIE DAVIS,

Plaintiff,

v.

DAN O'NEAL DAVIS,

Defendant.

Case No. 90D-758

BOOK 8149 PAGE 101

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 18th day of June, 1990, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce heretofore filed by the plaintiff, Leslie Davis, submission to the Court of a signed and notarized marital dissolution agreement in lieu of personal service of process as provided for by statute, testimony of the plaintiff in open court, statement of counsel, and the record taken as a whole, from all of which it appears to the Court and the Court finds that the parties have suffered irreconcilable differences as contemplated by T.C.A. Section 36-4-101(11).

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** by the Court that the plaintiff, Leslie Davis, is hereby awarded an absolute divorce from the defendant, Dan O'Neal Davis, and that the bonds of matrimony heretofore subsisting between the parties are hereby dissolved and the parties are restored to all the rights and privileges of unmarried persons.

It it further **ORDERED, ADJUDGED** and **DECREED** by the Court, and the Court affirmatively finds, that the parties have made an adequate and equitable division of the martial property of the parties, which agreement is incorporated herein verbatim:

40203

IDENTIFICATION REFERENCE

Jul 10 9 30 AM '90

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

8547 07/10 0101 03CHECK 21.00

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Petition for Absolute Divorce filed by Leslie Hawkins Davis, hereinafter referred to as "Wife" against Dan O'Neal Davis, hereinafter referred to as "Husband" under Docket Number ; and

WHEREAS, the parties are presently living separate and apart and desire to tender this Property Settlement to the Court for approval in the event a Decree of Divorce is granted in this cause; and

WHEREAS, these parties have been advised of their respective rights and responsibilities, one to the other;

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. Consideration: The consideration for this Agreement is the mutual promises and agreements herein contained.

2. No Interference: 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 molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

3. Trial: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

4. Waiver of Service of Process and Venue: Husband, by his signature on this agreement waives personal service of process and submits himself to the jurisdiction of the Circuit Court of Davidson County. He further waives any objection which he may have to the venue of this action and agrees that the Circuit Court of Davidson County shall have venue over Husband for this action.

5. Ownership of the real property known as 210 Hillwood Blvd., Nashville, Davidson County, Tennessee is completely divested from Dan O'Neal Davis and vested in Leslie Hawkins Davis, this real

property being further described as follows:

> LAND in Davidson County, Tennessee, being Lots Nos. 10 and 11 on the unrecorded Plan of the Subdivision of Section "A" Hillwood Estates, described according to a copy of a survey thereof made August 3, 1935, by Z. J. Wilkinson, Surveyor, as follows:
>
> BEGINNING at a point in the northerly margin of Hillwood Drive, the common corner of Lots Nos. 9 and 10 of said section; thence with the line between said two lots north 26 degrees east 261.6 feet to a dead line; thence with the same westwardly 200 feet to a point, the common northerly corner of Lots Nos. 11 and 12, thence with the line between said two lots south 26 degrees west 251.9 feet to a point in the northerly margin of Hillwood Drive, thence the same and on a curve eastwardly 200.2 feet to a point of beginning.
>
> Being the same property conveyed to Dan O'Neal Davis and wife, Leslie Hawkins Davis by deed from Edward Bush Boyd, of record in Book 6096, page 862, Register's Office for Davidson County, Tennessee.

6. Ownership of a 1988 Volvo automobile, identification # _____, is hereby divested from Dan O'Neal Davis and vested in Leslie Hawkins Davis.

7. Ownership in the joint bank account between the parties at Dominion Bank of Middle Tennessee is divested from Dan O'Neal Davis and vested in Leslie Hawkins Davis.

8. Ownership of all funds in account # 2716-5184 at Charles Schwab & Co., Inc. is divested from Dan O'Neal Davis and vested in Leslie Hawkins Davis. This transfer has already taken place in anticipation of this proceeding.

9. Ownership of the 1980 Mercedes 240D automobile shall remain with Dan O'Neal Davis.

10. Ownership of all furniture, fixtures, and household goods (including but not limited to clothing, jewelry, etc.) located on the real property described in paragraph ____ above have already been divided between the parties to their satisfaction.

11. Ownership of the stereo and speakers located on the above real property shall remain with Dan O'Neal Davis.

12. Dan O'Neal Davis' IRA account at Charles Schwab shall remain in his name and ownership. Leslie Hawkins Davis' IRA account at Merrill Lynch shall remain in her name and ownership.

13. Debts of the Parties: Each party agrees to be responsible for any and all indebtedness incurred on his or her

behalf after the date of the parties' separation. Each party further agrees to be responsible for any indebtedness owed which was incurred prior to the marriage of the parties. Each party shall hold the other harmless and indemnify them against the same on any debt for which they are responsible.

14. Alimony and Attorney's Fees: Each party waives any claim for alimony which he or she may have against the other party, and each party agrees to be responsible for the payment of his or her attorney.

15. Additional Instruments: It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party will willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

16. 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 is fair and equitable; that it is being entered into voluntarily; and that it is not the result of any duress or undue influence.

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 and 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, courtesy, statutory allowance, homestead rights, rights 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 and Husband individually or jointly, or any part that either of them may

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

17. Entire Agreement: This Agreement contains the entire understanding of the parties, and there are no representations, warranties or promises other than those expressly set forth herein. The parties further acknowledge that this Agreement may be altered, amended or cancelled only by an instrument in writing signed by each of the parties.

WITNESS my hand, this 10th day of April, 1990, as to the Wife, and this 10th day of April, 1990, as to the Husband.

Leslie Hawkins Davis
Leslie Hawkins Davis

Dan O'Neal Davis
Dan O'Neal Davis

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to before me and subscribed in my presence this 10th day of April, 1990.

B Anthony Lamb
Notary Public
My Commission Expires: 3/11/91

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to before me and subscribed in my presence this 10th day of April, 1990.

B Anthony Lamb
Notary Public
My Commission Expires: 3/11/91

MDA-DAVIS.DIV

It is further **ORDERED, ADJUDGED** and **DECREED** that all costs of this cause are taxed to the plaintiff, Leslie Davis, for which execution may issue if necessary.

ENTERED this 19th day of June, 1990.

MURIEL ROBINSON, Judge

SUBMITTED FOR ENTRY:

NATHANIEL H. KOENIG
Rothschild & Associates
500 Church Street, Second Floor
Nashville, Tennessee 37219
(615) 242-3996
Supreme Court No. 10252

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been forwarded by first-class mail, postage prepaid, to Dan O'Neal Davis, c/o Ridgeview Recovery Center, 1975 North Park Place, Atlanta, Georgia 30339 this 18th day of June, 1990.

NATHANIEL H. KOENIG

BOOK 8149 PAGE 107

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* FOURTH *Circuit Court for Davidson County, Tennessee, on the* 18th *day of* JUNE, *19* 90, *in Case Number* 90D-758 *between* LESLIE DAVIS *Plaintiff, and* DAN O'NEAL DAVIS *Defendant, as same remains of record in Book* 187B, *Page* 1358 *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* 29th *day of* JUNE *in the year one thousand nine hundred and* NINETY *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Kelly M Hall *D.C.*

Form #GR-117