After Recording return to: [illegible] fic [illegible] al [illegible] vices
5757 Nolensville Rd.
Nashville, Tn. 37211

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GEORGE L. RECKER, CLERK
L. Spurlock D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

CHARLENE HAYS PASCHALL WHITFORD WALLACE,

Plaintiff/Wife

VS.

LEE CLEMMONS WALLACE,

Defendant/Husband

No.: 88D-4587

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FINAL DECREE

This cause came on to be heard on the 14th day of February, 1989 before the Honorable James Everett, Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by Wife and the testimony of the Plaintiff, statements of Plaintiff's counsel, and the entire record herein:

And it appearing to the Court from the proof and the pleadings that irreconcilable differences exist between the Wife and the Husband, and that the Wife is entitled to an Absolute Divorce from Husband;

WHEREFORE, her Complaint is accordingly sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court;

1. That the Wife, CHARLENE HAYS PASCHALL WHITFORD WALLACE is hereby awarded an Absolute Divorce from Husband LEE CLEMMONS WALLACE, on the grounds of irreconcilable differences, T.C.A. §36-4-101(11), and the bonds of matrimony heretofore existing between them be, and the same hereby are, absolutely and forever dissolved and that the parties are restored to all the rights and priveleges of unmarried persons.

2. It is affirmatively found by the Court that the parties have made a written and notarized agreement, providing for the equitable settlement of any and all property rights between the parties and that said Marital Dissolution Agreement, as agreed by and between the parties, is hereby approved and made a part of this judgment and incorporated herein as follows:

5737 Nolensville Rd.
Nashville, Tn. 37211

IN THE PROBATE COURT FOR DAVIDSON COUNTY,
STATE OF TENNESSEE

CHARLENE HAYS PASCHALL WHITFORD WALLACE,

Plaintiff/Wife,

VS.

LEE CLEMMONS WALLACE,

Defendant/Husband

NO.: 88D-4587

MARITAL DISSOLUTION AGREEMENT

This agreement made and entered into this 8th day of December, 1988 by and between CHARLENE HAYS PASCHALL WHITFORD WALLACE, hereinafter called "Wife" and LEE CLEMMONS WALLACE, hereinafter called "Husband";

WITNESSETH:

WHEREAS, Husband and Wife are married to each other and there has been or soon will be filed in the Probate Court for Davidson County, Tennessee, a divorce action being docket number 88D-4587, for which Wife is seeking a Divorce and other relief related thereto, and the parties are desirous of settling all issues and controversies in connection with said case relating to their property rights, division of property and alimony;

NOW, THEREFORE, and in consideration of the terms, covenants, and provisions hereinafter set forth, Husband and Wife agree as follows:

1. REAL PROPERTY: As a distribution of marital property, all interest of Husband in house and lot owned by the parties at 2833 Lera Jones Drive, Antioch, Tennessee, Davidson County, Tennessee, shall be divested out of Husband and vested in Wife. A legal description of the property is as follows:

> Land in Davidson County, Tennessee, being lot no. 88, on the plat of Edge of Lake, Section 18-D, as of record in Book 5060, Page 117, Register's Office for said County, to which reference is made for a more complete description.
>
> BEING the same property conveyed to LEE C. WALLACE and Wife, CHARLENE H. WALLACE, by Deed from JOHN R. MORRIS and Wife, TERRI L. MORRIS of record in Book 6963 Page 829, Register's Office of Davidson County, Tennessee, commonly known as 2833 Lera Jones Drive, Antioch, Tennessee.

Wife agrees to be responsible for the existing mortgages on the real property and will hold Husband harmless from any liability thereon. Husband shall execute any and all instruments necessary to effectuate the conveyance of his interest to Wife prior to the entry of a Divorce Decree between the parties.

2. TITLED PERSONAL PROPERTY: The parties agree that the Ford Bronco, VIN # IFMCU14T4JUA09589, used by Husband shall be his property. The Husband agrees to be responsible for the balance due on said vehicle and to hold Wife harmless from any deficiency thereon. The parties further agree that the Ford Thunderbird, VIN # 1FABP46F1GH261422, used by Wife shall be her property. The Wife agrees to be responsible for the balance due on said vehicle and to hold Husband harmless from any deficiency thereon.

3. UNTITLED PERSONAL PROPERTY: Husband and Wife agree that all household furnishings shall be the property of Wife with the exception of Husband's personal effects, stereo, riding lawnmower, and tools that he brought into the marriage. Husband's possessions are to be removed from the house by April 1, 1989, and Wife is not responsible for any of Husband's personal items that remain in the house.

The parties have, prior to the execution of this agreement, divided the furniture and household effects, and it is agreed that the property in the possession of either party shall be their sole property and the other party relinquishes any claims that they have to said property in the other's possession except as provided for herein.

5. MARITAL DEBTS: The parties agree that the Husband will be responsible for and pay the balance on the following accounts and hold Wife harmless from any liability thereon:

ACCOUNT NAME:	ACCOUNT NUMBER:
Master Card	5247003000165239
VISA	4439013002000061
Texaco	1344234685
Sears, Roebuck & Co.	690666175383

The parties further agree that the Wife will be responsible for and pay the balance due on the following accounts and hold Husband harmless from any liability thereon:

ACCOUNT NAME:	ACCOUNT NUMBER:
Master Card	5339100005537963
Master Card	5242036382047208
VISA	48200003040061507
J. C. Penney	17820115201
Richard E. Sapp	
Exxon	3966092326
C & S Commercial Corp.	09989070
Sears, Roebuck & Co.	584470035877
Sunbelt Credit Union	98980001027826
Discover Card	6011006560506793
Dillards	98058993

6. LEGAL FEES/ COURT COSTS: The parties agree that each shall pay one-half (1/2) of all legal fees and Court costs involved in this action.

7. MAIDEN NAME RESTORED: The parties agree that Wife's prior name of Whitford shall be returned to her.

8. TAX CONSIDERATION: The parties agree that they will file their 1988 income tax return in a form that is in the best interest of both parties and that the tax refund will be divided equally between the parties.

9. GENERAL PROVISIONS: In the event it comes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney fees incurred in the prosecution of this action.

It is agreed by the parties that this instrument shall be a final settlement of the parties' rights of the respective parties and is a full discharge of Husband and Wife from any and all claims arising out of the marital relationship. Each party hereby waives and relinquishes to the other party all right or

claims which he or she may have, or hereafter acquire by the law in any jurisdiction to the parties property, including without limitations, statutory allowance, pension benefits, homestead rights, rights to take against the will of the other, inheritance, dissent or distribution, and the right to act as Executor or Administrator of the other's estate. This instrument applies to all the property now owned by the parties, either jointly or individually, or any property which either of them may acquire in the future.

This agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

It is understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or any other reason not herein stated. Both parties herein acknowledge that they have read this agreement, that it is being entered into voluntarily. Each party agrees to abide by the provisions of this agreement.

Witness my hand this 8th day of December, 1988.

Charlene Hays Paschall Whitford Wallace
CHARLENE HAYS PASCHALL WHITFORD WALLACE

Witness my hand this 8th day of December, 1988.

Lee Clemmons Wallace
LEE CLEMMONS WALLACE

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the above signed CHARLENE HAYS PASCHALL WHITFORD WALLACE, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 8th day of December, 1988.

Jeannette D. Jacobs
NOTARY PUBLIC

My commission expires: March 11, 1991

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the above signed LEE CLEMMONS WALLACE, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 8th day of December, 1988.

Jeannette D. Jacobs
NOTARY PUBLIC

My commission expires: March 11, 1991

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that all provisions of the Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

The current address of the Plaintiff is:

Charlene Hays Paschall Whitford Wallace
2833 Lera Jones Drive
Antioch, Tennessee 37013

The current address of the Defendant is:

Lee Clemmons Wallace
915 Drummond Drive
Nashville, Tennessee 37211

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause be equally assessed between the parties, for which let execution issue if necessary.

Enter this 14 day of Feb, 1989.

HONORABLE JAMES E. EVERETT
Judge of the Probate Court

Approved for entry:

JACOBS, HOLT & MASTEN

John Aaron Holt

JOHN AARON HOLT #10242
Attorney at Law
311 White Bridge Road
Nashville, Tennessee 37209
(615) 353-0930

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been forwarded, via United States Mail, postage prepaid, on this 14 day of February, 1989 to the following:

Charlene Hays Paschall Whitford Wallace
2833 Lera Jones Drive
Antioch, Tennessee 37013

Lee Clemmons Wallace
915 Drummond Drive
Nashville, Tennessee 37211

John Aaron Holt

JOHN AARON HOLT

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IDENTIFICATION REFERENCE

AUG 8 8 20 AM '90

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

8036 08/08 0101 03CHECK 24.00

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* Fourteenth *day of* February, *19* 89, *in Case Number* 88D-4587 *between* Charlene Wallace *Plaintiff, and* Lee Wallace *Defendant, as same remains of record in Book* 46B, *Page* 1529 *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* 14th *day of* March *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddings *D.C.*

Form #GR-117