IN THE CIRCUIT COURT FOR DAVIDSON COUNTY
TENNESSEE, PROBATE DIVISION

MARY W. WOODROOF, plaintiff

v.

HERBERT H. WOODROOF, defendant

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Docket No. 89-D-4603

ORDER

This case was heard on April 27, 1990, upon the motion of the plaintiff to alter or amend the judgment entered by the court on March 15, 1990, to reflect a subsequent agreement of the parties. Counsel for plaintiff appeared but no one appeared for the defendant. Counsel for plaintiff informed the court that he proposed to submit an order amending the decree based upon an amended marital dissolution agreement.

It appears to the court that the amended marital dissolution agreement submitted to the court and attached hereto is an equitable settlement of the property rights of the parties and that there are no minor children of the parties. It is therefore ORDERED ADJUDGED AND DECREED that the final decree entered on March 16, 1990, is hereby altered and amended by substituting the amended marital dissolution agreement for the marital dissolution agreement in the final decree. The amended marital dissolution agreement attached to this order is approved and ratified in full and incorporated into the decree of this court.

Entered this 7 day of May, 1990.

Probate Judge

Approved for entry:

Charles A. High B.P.R. No. 6038
Attorney For Plaintiff/Wife
1101 Kermit Drive, Suite 730
Nashville, Tennessee 37217
615-361-7500

CERTIFICATE OF SERVICE

I certify that I have mailed a copy of this order to Herbert H. Woodroof, 509 Charles Drive, Nashville, Tennessee, on this 3rd day of May, 1990.

Charles A. High
Attorney For Plaintiff/Wife

SEP 7 1 50 PM '90

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FILED

89D-4603 90 MAY -8 PM 3:52

AMENDED MARITAL DISSOLUTION AGREEMENT

This AGREEMENT made and entered into this 2nd day of May, 1990, by and between Mary W. Woodroof, hereinafter called "Wife", and ~~Herbert~~ H. Woodroof, hereinafter called "Husband":

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WITNESSETH

Whereas, the parties are husband and wife and serious marital difficulties have arisen between them and a divorce action has been filed in the Circuit Court for Davidson County, Tennessee, Docket No. 89-D-4603, and;

Whereas, the parties now desire to enter into an agreement which settles their rights and interests in the marriage and of their property, real and personal, and;

Whereas, both parties agree and stipulate that this agreement makes full and adequate provisions for the property of the parties acquired during the marriage, and;

Whereas, both parties have full knowledge of and have made full disclosure of all separate and marital assets, and;

Whereas, Wife is represented by Charles A. High, attorney, and the Husband is not represented by Charles A. High and has not sought his advice in this matter, and;

Whereas, the parties desire that this agreement be approved by the Court and be incorporated verbatim into a decree of divorce which may be entered dissolving their marriage.

Now Therefore, in consideration of the mutual benefits and promises hereinafter set forth, Wife and Husband agree as follows:

1. Husband is aware that a divorce action has been filed in the Circuit Court of Davidson County, Tennessee, before execution of this agreement. Husband waives service of process and waives filing an answer to the complaint in said divorce action.
2. Neither party shall be liable to the other party for alimony in any amount.
3. The parties agree and stipulate that irreconcilable differences exist between them.
4. Wife and Husband own as tenants by the entirety their residence located at 509 Charles Drive, Madison, Tennessee. The property is specifically described in exhibit A to this agreement attached. The parties agree that at the termination of their marriage said real estate shall be vested in Mary W. Woodroof as her sole property.

   It is further agreed that Husband shall have the right to reside in said residence for so long as he lives. Husband shall have the obligation to pay when due all

utility bills due on the residence. Wife shall pay the fire and casualty insurance premiums on the residence. Wife shall have the obligation to pay when due the mortgage payments on the residence. Husband shall make necessary repairs and maintenance on the residence. However, major repairs shall be made at the expense of Wife. Major repairs are defined as replacement of the roof and replacement of the heating and/or air conditioning system.

Nothing in this agreement shall be construed to limit the rights of Wife and Husband to mutually agree to a sale of the residence at any time.

5. The parties shall be entitled to retain as their separate property the automobile(s) titled in their own names.

6. The parties shall be entitled to retain as their separate property any pension or retirement benefits payable to them now or at a future date.

7. The parties have presently divided their personal property to their mutual satisfaction. Any and all property now in or around the residence of Husband shall become his absolutely and any property previously removed by Wife shall become hers absolutely. Husband shall have the right to retain the funds in the joint checking account and Wife shall remove her signatory power on said account upon request by Husband.

8. Other than the mortgage indebtedness assumed by Wife the parties have no joint debts of consequence. Husband and Wife agree that they will not incur any indebtedness upon the credit of the other subsequent to execution of this agreement.

9. Husband and Wife agree to hold each other harmless for any debt or obligation incurred by them on their own account. Should either party incur any expense or legal fees as a result of the breach of this agreement after approval by the court, the breaching party shall pay to the other party all reasonable attorney fees and expense incurred as a result of such breach.

10. Each party shall pay any income tax liability attributable to them and each party shall retain as his or her separate property any tax refund due from their earnings. The parties agree to file a joint income tax return for the current year with Wife to receive any refund payable.

11. Wife shall pay all court costs and all attorney fees for her attorney. Husband shall pay any attorney fees incurred on

his behalf.

12. Both parties agree and understand that this agreement is subject to the approval of the court in the event a divorce is granted to either party. In the event this amended agreement is not approved by the court, then this agreement is of no force and effect.

If approved by the court, then this agreement is the full, final and complete statement of the rights and interests of the parties. No modification of this agreement shall be valid unless it is in a writing signed by the parties. No waiver of any breach of this agreement shall be deemed a waiver of any subsequent breach of the agreement.

Mary W. Woodroof
Mary W. Woodroof

Herbert H. Woodroof
Herbert H. Woodroof

Subcribed To before me this 2nd day of May 1990

Notary Public

My Commission Expires NOV. 21, 1992

My Comission Expires

EXHIBIT A.

A certain tract or parcel of land in Davidson County, Tennessee, described as follows:

BEING Lot No. 11 on the map of W. W. Gray's Plan of Lots, Madison, Tennessee, as of record in Book 974, page 22, Register's Office for said county.

SAID Lot 11 fronts 100 feet on the southerly side of Melrose Avenue and runs back between parallel lines 150 feet to a dead line.

BEING the same property conveyed to Sammie C. Johnson and Wife, Gladys B. Johnson (said Sammie C. Johnson having since deceased), by deed from Clarence B. Wells and wife, Nancy H. Wells, of record in Book 4169, page 260, R.O.D.C.

This is improved property known as 509 Charles Drive, Madison, Tennessee 37115.

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* 8th. *day of* May, *19* 90, *in Case Number* 89D-4603 *between* Mary W. Woodroof *Plaintiff, and* Herbert H. Woodroof *Defendant, as same remains of record in Book* 54B, *Page* 1298 *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, th:* 31st. *day of* August *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