189A/401

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE BOOK 8205 PAGE 226

1990 AUG 10 AM 10 17
P. Edwards D.C.

DEBORAH LOU EDISON THARP)
)
Plaintiff)
)
vs.) No. 90D-1532
)
ROBERT WAYNE THARP)
)
Defendant)

30-139
30-115

FINAL DECREE

This cause came on to be heard on the 10th day of August, 1990 before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for absolute divorce, statement of counsel and the entire record, from all of which it appears that the parties have differences in this marriage which are irreconcilable and that the Plaintiff should be granted a divorce on those grounds.

It further appears to the Court that the parties have entered into a written Marital Dissolution Agreement, which was submitted to the Court with the Complaint.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Deborah Lou Edison Tharp, be and she is hereby awarded an absolute divorce from the Defendant, Robert Wayne Tharp, bestowing upon her all the rights, privileges, and immunities of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the written Marital Dissolution Agreement entered into by the parties and previously submitted to this Court, is fair and equitable, and same is herein ratified, affirmed and approved by the Court in all of its terms, conditions and provisions and is incorporated into this Decree and shall be enforceable as any other provisions of this Decree. A copy of this Marital Dissolution Agreement is attached ~~to this Order and made a part thereof~~ hereafter & is in words & figures as follows; MR/.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

1990 AUG 10 AM 10: 17

GEORGE L. ROONEY, CLERK

D.C.

DEBORAH LOU EDISON THARP)
Plaintiff)
vs.) Docket No. 90D-1532
ROBERT WAYNE THARP)
Defendant)

BOOK 8205 PAGE 227

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between Deborah Lou Edison Tharp, hereinafter called "Wife", and Robert Wayne Tharp, hereinafter called "Husband", subject to the following premises, terms and conditions.

WITNESSETH

WHEREAS, the parties have experienced irreconcilable marital differences and have agreed to separate with the result that Wife will institute divorce proceedings against Husband in the Fourth Circuit Court for Davidson County, Tennessee at Nashville under docket number 90D-1532 ; and

WHEREAS, the parties are desirous of settling all controversies between them and enter into a Marital Dissolution Agreement providing for the equitable settlement and division of all property rights between the parties, because the differences which exist between them are irreconcilable;

NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

I.

DIVORCE

It is hereby agreed by the parties that the Wife shall proceed to trial and obtain a divorce in the Fourth Circuit Court for Davidson County, Tennessee on the ground of Irreconcilable Differences and that the Husband is aware that suit is filed and waives service of process and filing of an answer.

It is further agreed that the parties shall be restored to all of the rights and privileges of unmarried persons.

II.

CUSTODY AND CHILD SUPPORT

The parties hereby acknowledge that no children were born of this marriage and that no children were adopted during it and that, therefore, neither party seeks from the other child support or custody of any child.

III.

INSURANCE

It is agreed that each party shall be responsible for his or her own life and medical insurance coverage and that neither shall have any responsibility for the same of the other party.

IV.

PROPERTY DIVISION

It is hereby agreed by the parties that their property, real, personal and mixed, shall be divided as set forth below:

1. Each party shall retain as his or her own separate property any motor vehicle which he or she now has in his or her possession and the other party, if necessary, shall execute any instrument required to place sole title to any such vehicle in the name of each respective party. Any debt on any motor vehicle awarded hereunder to either of these parties shall be the sole and exclusive responsibility of such party, and he or she shall hold harmless the other party for the payment of any such debt.

2. These parties agree that the Wife shall have sole title and possession of the house trailer in which they are now living and that the Husband shall be completely divested of any interest he may have in said house trailer.

3. These parties do own one parcel of real estate located in Davidson County, Tennessee at 5402 Simpkins Road, Whites Creek, Tennessee 37189 and more particularly described as follows:

> LAND in Davidson County, Tennessee, described according to a boundary survey made by Frank V. Neeley, Tennessee No. 1493, of M & K, Inc., dated April, 1988, as follows:
>
> BEGINNING at a point in the northeasterly margin of Simpkins Road, said point being a common corner of the within described property and the property conveyed to James Dwight Brewer and wife, Deborah L. Brewer by deed of record in Book 5343, page 225, said Register's Office; thence with said margin of said road, N 51 degrees 10 minutes 15 seconds W

165.14 feet to a point at the beginning of a curve; thence around said curve in a westerly direction, 275.23 feet to a point in the northerly margin of Simpkins Road; thence leaving said road, N 00 degrees 50 minutes 59 seconds E, 104.98 feet to a point; thence N 02 degrees 51 minutes 09 seconds W 87.41 feet to a point; thence N 56 degrees 24 minutes 13 seconds E 205.40 feet to a point; thence N 61 degrees 13 minutes 43 seconds E 212.96 feet to a point; thence S 49 degrees 05 minutes 46 seconds E 213.61 feet to a point; thence S 77 degrees 14 minutes 47 seconds E 523.01 feet to a point; thence S 63 degrees 05 minutes 27 seconds W 717.11 feet to the point of beginning.

BEING the same property conveyed to Robert Wayne Tharp and wife, Deborah L. Tharp, by deed from B. M. Burnham, Jr., and wife, Mary Lee Burnham, as of record in Book 7546, Page 919, Register's Office for Davidson County, Tennessee.

It is agreed between the parties that in exchange for the sum of Five Thousand and 00/100 Dollars ($5,000.00) payable by the Wife to the Husband on or before the final hearing of this divorce title to the above real property shall be divested out of Husband and solely vested in the Wife. In turn, Wife shall be solely responsible for the payment of the balance of a certain deed of trust note dated May 17, 1988 payable by Robert Wayne Tharp and Wife Deborah L. Tharp to Chester H. Smelser and wife, Pansy Joe Smelser in the original principal balance of Seventeen Thousand Nine Hundred Fifty and 00/100 Dollars ($17,950.00) which note is secured by a certain deed of trust of record in Book 7546, Page 922, Register's Office for Davidson County, Tennessee.

4. The Husband shall receive as his separate personal property his TV set, the washer/dryer, stereo, and Lazy Boy recliner, all located presently in the home of the parties. Additionally, he shall receive his clothes and other personal effects. The Wife shall receive all other items of personal property presently located in the home of the parties, together with her clothes and personal effects.

V.

DEBTS

Each party agrees to a division of their debts as set forth below:

1. The Wife shall be solely responsible for the mortgage indebtedness described above on the above described real property of the parties.

2. Each party shall pay all debts and obligations he or she

has currently incurred in his or her own name and, further, shall pay all debts and obligations he or she incurs independently after the signing of this Agreement, and shall hold the other party harmless thereon.

VI.

ATTORNEY'S FEES AND COSTS

It is hereby agreed by the parties that each will pay his or her own attorney fees and that the Wife shall pay costs of this cause.

VII.

MISCELLANEOUS

It is further understood and agreed between these parties that:

1. This agreement is intended to be a full and final settlement of all property rights of the respective parties and is a discharge from all other claims arising out of the marital relationship, and that each hereby waives and relinquishes to the other, all rights and claims which each have or hereafter acquire under the law of any jurisdiction, including without limitation, statutory allowances, homestead rights, right to elective share, inheritance, distributive share, and the right to act as Administrator or Executor or Executrix of the other's estate, and this Agreement applies to all property now owned by the parties.

2. This Agreement shall be binding upon and inure to the benefit to the parties hereto, their personal representatives, their heirs and assigns.

3. This Agreement is the entire Agreement between them and is entered into without undue influence, fraud, coercion, duress or misrepresentation and for no reasons not stated herein.

4. The provisions of this Agreement and its legal effect are fully known by each party hereto and each party acknowledges that the Agreement is far and equitable and that it is being entered into voluntarily.

5. Before or immediately upon the entry of a Final Decree in this cause, each shall execute any documents or conveyances necessary to carry into force and effect the terms of this

Agreement.

6. This Agreement shall be of no force and effect unless and until approved and ratified by the Fourth Circuit Court for Davidson County, Tennessee and inserted into the Final Decree of Divorce in this cause.

7. Except as otherwise provided herein, each party agrees he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her since the date of the parties' separation and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

8. In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

9. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provisions of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

10. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interests in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of their respective incomes,

anticipated incomes, and all assets in which they have interest.

11. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

12. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

13. 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.

Robert Wayne Tharp
ROBERT WAYNE THARP

Deborah Lou Edison Tharp
DEBORAH LOU EDISON THARP

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, ROBERT WAYNE THARP, with whom I am personally acquainted (or proven to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 1st day of June, 1990.

NOTARY PUBLIC

My Commission Expires: 10-9-91

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, DEBORAH LOU EDISON THARP, with whom I am personally acquainted (or proven to me on the basis of satisfactory evidence) and whom acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 31st day of May, 1990.

NOTARY PUBLIC

My Commission Expires: 10-9-91

The costs of this cause are taxed to the Plaintiff for which execution may issue if necessary.

Enter this 10th day of August, 1990. BOOK 8205 PAGE 233

JUDGE

APPROVED FOR ENTRY:

EDWARD S. KELLY, JR. #2308
Attorney for Plaintiff
STELTEMEIER & WESTBROOK
P. O. Box 150349
Nashville, TN 37215
Phone: 383-3327

90 SEP 28 AM 11 07

CERTIFICIATE OF SERVICE

I hereby certify that a copy of the foregoing Decree has been sent by U. S. Mail, postage pre-paid to the Defendant, Robert Wayne Tharp, 5402 Simpkins Road, Whites Creek, TN 37189 on this 10th day of August, 1990.

EDWARD S. KELLY, JR.

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* 10th. *day of* August, *19* 90, *in Case Number* 90D-1532 *between* Deborah Lou Edison Tharp *Plaintiff, and* Robert Wayne Tharp *Defendant, as same remains of record in Book* 189A, *Page* 401 *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* 28th. *day of* September *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