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Page 162.00

IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE

AT GALLATIN

FILED

NOV 19 1990

Brenda M Page Clerk & Master
By 9:45 AM
Deputy C & M

LYDIA BERNICE ROWE PHILLIPS,

Plaintiff,

VS.

CHARLES EMANUEL PHILLIPS,

Defendant.

Docket No. 90DII-37

BOOK 8240 PAGE 34

FINAL DECREE

This cause came to be heard on the 19th day of November, 1990, before the Honorable Tom E. Gray, Chancellor, upon the original Complaint for Divorce, Answer of Defendant, Marital Dissolution Agreement, Affidavit of Defendant, testimony of the Plaintiff, statement of counsel, and the entire record in this cause, from all of which the Court finds that the Plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences and the Court has affirmatively found that the parties have made a fair and equitable settlement of all property rights between the parties. It is, therefore,

ORDERED, ADJUDGED AND DECREED that the Plaintiff, LYDIA BERNICE ROWE PHILLIPS, is granted an absolute divorce from the Defendant, CHARLES EMANUEL PHILLIPS, on the grounds of irreconcilable differences, and that she is hereby restored to all the rights and privileges of unmarried persons including her former name "Rowe". It is further,

ORDERED, ADJUDGED AND DECREED that the said Marital Dissolution Agreement is approved and hereby incorporated by reference as a part of this Final Decree as incorporated herein. It is further,

ORDERED, ADJUDGED AND DECREED by this Court that all costs in this cause are to be taxed against Plaintiff.

ENTERED this the 19 day of November, 1990.

Tom E Gray

TOM E. GRAY, Chancellor

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed, postage prepaid to Mr. Charles Emanuel Phillips, 3471 A Meadowside Village Lane, Decatur, GA, 30340.

on this the 19th day of November, 1989.

Ladye H. Kirkland

LADYE H. KIRKLAND

IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE

AT GALLATIN

FILED
SEP 12 1990
Brenda M. Page Clerk & Master
By [illegible] Deputy C & M

LYDIA BERNICE ROWE PHILLIPS,

Plaintiff,

VS.

CHARLES EMANUEL PHILLIPS,

Defendant.

No. 90DII-37

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this the 10th day of September, 1990, by and between CHARLES EMANUEL PHILLIPS, (hereinafter referred to as "Husband") and LYDIA BERNICE ROWE PHILLIPS, (hereinafter referred to as "Wife").

W I T N E S S E T H:

WHEREAS, the parties were married on August 25, 1989, in Davidson County, Tennessee;

WHEREAS, no children have been born of this marriage and Wife is not pregnant;

WHEREAS, irreconcilable differences have arisen between the parties and they have determined that they can no longer continue in the bonds of matrimony;

WHEREAS, the parties desire by this Agreement to make an equitable division of all their property which settles and determines all claims for alimony, which divides all property, both real and personal, owned by them or either of them and which divides responsibility for all current indebtedness incurred during the marriage.

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. **DIVORCE:** It is agreed that the parties have waived venue, which lies in Davidson County, Tennessee, and Wife shall obtain a divorce in the Chancery Court for Sumner County, Tennessee, case number 90III-37 styled Lydia Bernice Rowe Phillips v. Charles Emanuel Phillips on the grounds of irreconcilable differences upon the Court's approval of this Marital Dissolution Agreement and the parties shall be restored to all the rights and privileges of unmarried persons. It is further agreed that Wife shall be restored her former name of "Rowe".

2. **PERSONAL PROPERTY:** The parties agree that Husband shall receive all of his personal property belonging to him and Wife shall receive all of her personal property belonging to her. It is further agreed by and between the parties that Husband shall retain possession of his automobile and he shall be responsible for any and all indebtedness thereon and shall hold Wife harmless therefrom.

3. **REAL PROPERTY:** The parties own no real property, however, Wife owns a house and lot located at 2603 Old Matthews Road, Nashville, Davidson County, Tennessee, 37207 more particularly described as follows:

> Being Lot No. 121 on the Plan of Trinity Hills Village, Section III, First Addition, as of record in Book 4460, Page 14, Register's Office for Davidson County, Tennessee, to which plat reference is here made for a more particular description, and as revised in Plat Book 4460, Page 32, said Register's Office.
>
> Being a portion of the property conveyed to Jones Homes, Inc., by deed from Trinity Hills Village, Inc., dated June 7, 1971, filed for record June 9, 1971, and appears of record in Book 4509, Page 255, Register's Office for Davidson County, Tennessee.
>
> Subject to restrictive covenants of record in Book 4509, Page 480, Register's Office for Davidson County, Tennessee and such easements and set-back lines as appear of record.
>
> Being the same property conveyed to Lydia B. Rowe, unmarried by Jones Homes, Inc., a Tennessee Corporation by deed dated July 22, 1972 of record in Book 326, Page 563, Register's Office for Davidson County, Tennessee.

Husband hereby divests any and all of his right, title and interest in said real property located in Davidson County, Tennessee and vests same to Wife and Wife shall be responsible for any and all indebtedness and hold Husband harmless therefrom.

4. **DEBTS:** It is agreed by and between the parties that there are no marital debts. The parties hereby agree that any and all debts incurred since the parties separation in September of 1990 shall be paid by the party which incurred the debt and hold the other party harmless.

With respect to each party's liability for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 U.S.C. Section 523 (5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement, the division of property being set forth elsewhere in this Agreement.

5. **COURT COSTS:** It is agreed that Wife shall pay the costs incurred in this cause.

6. **PENDING DIVORCE ACTION:** The parties understand and agree that this Marital Dissolution Agreement shall be submitted to the Court and if found by the Court to be fair and equitable, it will be approved by the Court and incorporated into the Final Decree of Divorce of the parties.

7. **FINAL SETTLEMENT:** It is further understood and agreed this Marital Dissolution Agreement is intended to be a final settlement of the property rights of the parties hereto and is a full discharge of each party from all obligations and all other claims arising out of their marital

relationship, and each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under law of any jurisdiction in the other's property, including without limitation the statutory allowance, right to take against the will of the other, inheritance, descent or distribution, alimony, dower or homestead, right to act as administrator or executor of the other's estate, and this Agreement applies to all personal property now owned by the parties or any property that either of them may acquire in the future. It is further understood and agreed that this Agreement upon its approval by the Court shall be incorporated into the Divorce Decree insofar as it undertakes to settle the matter of property rights between the parties hereto.

8. **VOLUNTARY ACCEPTANCE:** It is further understood and agreed by 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 is fair and equitable and that it is being entered into voluntarily.

9. **NO INTERFERENCE:** From the date of this Agreement, 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 party shall harass, molest, bother nor interfere with the other, nor compel or endeavor the other to cohabit with him or her.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this Agreement on the date above written.

Lydia Bernice Rowe Phillips
LYDIA BERNICE ROWE PHILLIPS

CHARLES EMANUEL PHILLIPS

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, a Notary Public in and for Sumner County, Tennessee, the within named LYDIA BERNICE ROWE PHILLIPS, who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and seal this the 7th day of September, 1990.

Barbara McClain
NOTARY PUBLIC

My Commission Expires:
4/7/91

STATE OF TENNESSEE
COUNTY OF ~~SUMNER~~ Davidson

Personally appeared before me, a Notary Public in and for ~~Sumner~~ Davidson County, Tennessee, the within named CHARLES EMANUEL PHILLIPS, who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and seal this the 10 day of Sept., 1990.

Linda G. Reed
NOTARY PUBLIC

My Commission Expires:
9-11-90

Final Decree & Marital Diss. Agreement
Nov 19
Teresa Heron

CHANCERY COURT 11/13 37 Nov 90 CLERK

3509 11/19 0101 01CASH 21.00

Nov 19 10 48 AM '90
ELIA Z. WILSON REGISTER
DAVIDSON COUNTY TN.

IDENTIF. REFERENCE 73577