149-5-163

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

99 OCT -2 PM 3:35

TONY RANDALL EVANS,

Husband

v.

LEIGH MATTHEWS EVANS,

Wife

NO. 90D-2069

BOOK 8240 PAGE 232

FINAL DECREE

This cause came on to be heard on October 2, 1990, before the Honorable ~~James R. Everett, Jr., Judge~~ Dennis Wright, Special Judge, upon the complaint for absolute divorce, the executed marital dissolution agreement, and the testimony of Husband, from all of which the Court affirmatively finds as follows:

(1) The parties have irreconcilable differences.

(2) The parties have, in a written marital dissolution agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves.

(3) The marital dissolution agreement should be approved.

(4) The statutory waiting period has elapsed.

It is therefore ORDERED that the marital dissolution agreement that is set out in the following pages be approved and made the order of the court.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Tony Randall Evans ("Husband") is maintaining an action for absolute divorce against Leigh Matthews Evans ("Wife") in the Circuit Court for Davidson County, Tennessee, entitled Tony Randall Evans v. Leigh Matthews Evans, Docket No. 90D-209; and

WHEREAS, these parties have experienced irreconcilable differences in their marriage, and desire to enter into a Marital Dissolution Agreement and tender it to the Court for approval should a divorce be granted in this cause;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. **AGREEMENT ENTERED INTO VOLUNTARILY.** The parties understand and agree that this agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not stated herein. Each party has full knowledge of the value of the other's estate. The provisions of this agreement and the legal effect of such provisions are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being executed voluntarily and with the opportunity to obtain the independent advice of counsel.

2. **ENTIRE AGREEMENT.** This agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth in this agreement. The law of the State of Tennessee will govern this agreement in all respects.

3. **FULL SETTLEMENT OF PROPERTY RIGHTS.** This agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to execute all necessary documents and to perform all other acts necessary to carry out the full intent and purpose of this agreement. If approved by the Court, this agreement is a full and final settlement of the parties' property rights as between each other.

4. NONDISCHARGEABILITY. With respect to each party's responsibility under the terms of this agreement for the payment of certain debts and liabilities and the obligation of each to hold the other harmless from liability thereof, the parties agree that such obligations are nondischargeable debts under the Bankruptcy Code, such obligations being party of the final financial support settlement for both parties. These financial obligations are not a part of the property settlement. The division of the property is set forth elsewhere in this agreement.

5. FUTURE LEGAL PROCEEDINGS. If a creditor of either party makes a claim against the other party, and if that claim is upheld by a court of competent jurisdiction, and if the other party is required to pay a debt for which he is not responsible, either by contract or pursuant to the terms of this agreement, then the party against whom such claim is made will be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including a reasonable attorney fee. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this agreement, then he will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action.

6. MODIFICATION. A modification or waiver of any provision of this agreement will be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any provision of this agreement will not be construed as a waiver of any subsequent default of the same or similar nature.

7. RESTRAINING PROVISIONS. Each party agrees not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

8. PRIOR TAX LIABILITY. If in connection with any joint federal income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the parties, or either of them, responsible for the deficiency. Each party represents and

warrants to the other that all federal income tax returns filed during the marriage are in all respects true, correct, and complete, and that the returns fully and accurately reflect income and deductions for those years.

9. CREDIT. The parties agree that neither will charge or cause to be charged to the other any purchases made after this agreement is executed, and neither will hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party responsible will indemnify and hold the other harmless therefrom.

10. PENSION AND RETIREMENT BENEFITS. Each party waives any separate and distinct claim to the other's retirement and pension benefits, if any, except as set out in this agreement; each party affirms that he has been advised of his rights regarding such pension and retirement benefits, and of the value or potential value of same.

11. WAIVER. Each party waives any claim to the property and estate of the other, except as may be otherwise provided herein. This waiver specifically includes any expectancy, reversion, insurance claim, cause of action, or inheritance to which the other party is or may in the future be entitled.

12. REAL PROPERTY. The parties own as tenants by the entirety a house and lot located at 4777 Terragon Trail, Antioch, Davidson County, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 81 on the plan of 2nd Revision, Section Five, Terragon Trails, of record in Book 5200, Page 18, Register's Office for said County.
>
> SAID Lot No. 81 fronts 47.21 feet on the northeasterly margin of Terragon Trail and extends back 125.87 feet on the northwesterly line and 148.16 feet on the southerly line to a dead line in the rear, measuring 77.00 feet thereon.
>
> Being the same property conveyed to Tony R. Evans and wife, Leigh M. Evans by deed from Teryl B. Hewitt of record in Book 6280, page 654, in the Register's Office for Davidson County, Tennessee.

The parties agree that Wife is divested of her ownership interest in the above-described property, and that Husband is vested with sole ownership of that property. Husband agrees to be solely responsible for paying any debt that is or may in the future be secured by mortgage on the property. In consideration of this conveyance, Husband agrees that he will pay to Wife the sum of $8,000.00 to be paid on or before March 1, 1995. If Husband dies before the $8,000.00 is paid in full, the debt will survive his death and Wife will have a claim against his estate for the unpaid balance.

13. PERSONAL PROPERTY. The parties have divided their personal property, and each agrees to make no claim to property in the possession of the other.

14. SUPPORT, ATTORNEY FEES, AND COSTS. The parties have no minor children. Each party agrees to make no claim for alimony or other support from the other. Each party agrees to pay his own attorney's fees, if any. Husband agrees to pay the costs of this cause.

15. DEBTS AND LIABILITIES. The parties have no joint debts except for those secured by the marital residence, which Husband has agreed to pay elsewhere in this agreement. Each party will henceforward be solely responsible for his own debts, present and future, and each agrees to hold the other harmless from liability for such debts.

IN WITNESS WHEREOF, the parties set their signature below.

Tony Randall Evans
TONY RANDALL EVANS

Leigh Matthews Evans
LEIGH MATTHEWS EVANS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 7th day of Sept, 1990, personally appeared Tony Randall Evans, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his own free act and deed.

Renee Boswell Lynk
NOTARY PUBLIC

My commission expires:
03/27/93

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 11 day of September, 1990, personally appeared Leigh Matthews Evans, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her own free act and deed.

Nancy Oliver
NOTARY PUBLIC

My commission expires:
My Commission Expires SEPT. 26, 1992

It is further ORDERED that Husband, Tony Randall Evans, be awarded an absolute divorce from Wife, Leigh Matthews Evans, on the ground of irreconcilable differences; that both parties be restored to all the rights and privileges of unmarried persons; and that the bonds of matrimony heretofore existing between the parties be hereby forever dissolved.

It is further ORDERED that the costs of this cause be taxed against Husband.

This 2ND day of OCTOBER, 1990.

JUDGE

APPROVED FOR ENTRY:

John M. L. Brown

JOHN M. L. BROWN (#5438)
Attorney for Husband
221 Fourth Avenue North
Second Floor
Nashville, Tennessee 37219
615/242-3348

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree has been forwarded by U.S. Mail to Leigh Matthews Evans, 417 South Timber Drive, Nashville, Tennessee 37214, on the 2nd day of October, 1990.

John M. L. Brown

JOHN M. L. BROWN

73658

IDENTIF. REFERENCE

Nov 13 [illegible] AM '90

DAVIDSON COUNTY TN.

BOOK 8240 PAGE 239

[illegible] 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* 2nd *day of* October, *19* 90, *in Case Number* 90D-2069 *between* Tony Randall Evans *Plaintiff, and* Leigh Matthews Evans *Defendant, as same remains of record in Book* 57A, *Page* 419 *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* 19th *day of* November *in the year one thousand nine hundred and* ninety *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [signature] *D.C.*

Form #GR-117