Book 5R
2166

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1989 DEC -6 PM 2:54
GEORGE L. ROCKER, CLERK
K Langford D.C.

96-14-223

CHERYL ANN HOBACK,

Plaintiff,

BOOK 8242 PAGE 1

VS. NO. 89D-3497

MICHAEL WAYNE HOBACK,

Defendant.

9377 11/21 0101 03CHECK 21.00

FINAL DECREE

This cause came on to be heard this 6th day of December, 1989, before the Honorable James R. Everett, Jr., Judge of the Probate Court of Davidson County, Tennessee, on the complaint for absolute divorce filed by the wife, signed and notarized marital dissolution agreement having been filed with the Court, and testimony of the wife, statement of counsel for the wife, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage, and a divorce should be granted.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that the wife, CHERYL ANN HOBACK, be and hereby is awarded an absolute divorce from the husband, MICHAEL WAYNE HOBACK, on the ground of irreconcilable differences, T.C.A. § 36-4-103, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to T.C.A. § 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision, by written agreement, for the equitable settlement of any property rights between the parties. The Court hereby approves the marital dissolution agreement, and the same is hereby incorporated in words and figures as follows:

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IDENTIF. TREFERENCE

NOV 21 12 12 PM '90

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

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MARITAL DISSOLUTION AGREEMENT

This Agreement entered into by and between CHERYL C. ANN HOBACK, hereinafter referred to as WIFE, and MICHAEL WAYNE HOBACK, hereinafter referred to as HUSBAND.

WHEREAS, the WIFE anticipates filing a divorce petition in the Circuit Court for Davidson County, Tennessee. The parties desire that any divorce seen proper to be granted by this Honorable Court, be granted on the grounds of irreconcilable differences, and the parties desire to make an equitable distribution of their property between themselves.

WHEREAS, the HUSBAND has been duly advised that he is entitled to be represented by counsel and he declines the same and states that he desires to proceed in his own behalf.

WHEREAS, it is agreed between the parties that the WIFE shall receive the $5,500.00 certificate of deposit and the $2,500.00 cash that she has withdrawn from the savings account of the parties and these monies shall become her sole and separate property.

WHEREAS, it is agreed that title to the following personal property shall vest in the WIFE and/or HUSBAND as indicated in the following lists:

WIFE: living room furniture and furnishings, RCA T.V., wife's bedroom set, dining room furniture(table & 4 chairs & hutch), microwave oven, Admiral T.V., wife's stereo, sewing machine, rowing machine, washer, dryer, blue & white drapes, blue drapes.

HUSBAND: husband's bedroom set, T.V. with remote control, entertainment center, B & W T.V., husband's stereo, exercise weight bench, refrigerator, all drapes that remain after wife takes her drapes as listed above.

Parties further agree to amicably divide their everyday dishes, linens, towels and other minor furnishings. Title to the personal property listed above and what the parties shall divide shall be divested out of the party that does not have possession.

WHEREAS, it is agreed that title to the 1988 Ford Tauras automobile shall vest solely in the name of the WIFE and be divested out of the name of the HUSBAND and WIFE shall hold the HUSBAND harmless from any financial responsibility thereon.

WHEREAS, it is agreed that title to the 1988 Ford Tauras Stationwagon shall vest solely in the name of the HUSBAND and be divested out of the name of the WIFE and HUSBAND shall hold the WIFE harmless from any financial responsibility thereon.

WHEREAS, WIFE agrees to pay the following bills of the parties and hold the HUSBAND harmless from any financial responsibility thereon:

| | |
|---|---|
| Visa------approximately | $1,800.00 |
| Dillards--approximately | 500.00 |
| Castner's-approximately | 1,200.00 |
| Ray Batts-approximately | 700.00 |
| Sears-----approximately | 200.00 |
| J.C.Penny(1/2)approximately | 300.00 |

WHEREAS, HUSBAND agrees to pay the following bills of the parties and hold the WIFE harmless from any financial responsibility thereon:

| | |
|---|---|
| Mastercard Gold--approximately | $1,200.00 |
| Visa(Chevy Chase Bank)-approximately | 700.00 |
| Mastercard-------approximately | 800.00 |
| J.C.Penny(1/2)---approximately | 300.00 |

WHEREAS, the parties agree that title to the real property located at 3034 Boulder Park Drive, Nashville, Davidson County, Tennessee 37214, shall vest solely in the name of the HUSBAND and the same shall be divested out of the name of the WIFE. HUSBAND shall hold WIFE harmless from any financial responsibility thereon. Said property is described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 222 on the Plan of Hickoryhend, Section 4, of record in Book 4175, page 34, Register's Office for said County.
>
> SAID Lot No. 222 fronts 60 feet on the westerly margin of Boulder Park Drive and extends back 172.5 feet on the northerly line and 142.5 feet on the southerly line to a witness line measuring 88.01 feet thereon; and extends further back 47 feet more or less on the northerly line and 42 feet more or less on the southerly line in the rear (being the center line of McCrory Creek) measuring 95 feet more or less thereon.
>
> This conveyance is subject to any and all existing easements, restrictions, and building setback lines of record.
>
> Being the same property conveyed to Michael W. Hoback and wife, Cheryl H. Hoback by deed from Daniel M.Crick and wife, Carolyn S. Crick, of record in Book 6938, page 44, Register's Office for Davidson County, Tennessee.

WHEREAS, the parties agree that title to the real property located in Morgan County, Tennessee, shall vest solely in the name of the WIFE and the same is hereby divested out of the name of the HUSBAND. WIFE shall hold HUSBAND harmless from any financial responsibility thereon. Said property is described as follows:

> Beginning at a set stone in the west line of the Hull 90 acre tract; thence south 7 degrees, west 45 poles to the north bank of the Ridge Road, thence with Ridge Road 42 poles to a set stone on north side of road; thence north 20 degrees west about 48 poles intersecting the south line of the J. W. Ward land to Dewey Walker (now Layton Hood); thence north 68 degrees east 59 poles to a black oak with three posts oaks, marked as pointers in said line; thence south 59 degrees east 9-3/4 poles to beginning, containning 15 (fifteen) acres.
>
> Previous and last conveyance from James Fred Ashley and wife, Mildred Asnley unto Layton Hood by virtue of the deed, dated January 24, 1947, acknowledged January 24, 1947, and recorded February 15, 1947 in Deed Book T-4, Page 203 of the Register's Office of Morgan County, Tennessee.

WHEREAS, the parties agree that title to the real property located in Bay County, Florida, shall vest solely in the name of the WIFE and the same shall be divested out of the name of the husband. WIFE shall hold the HUSBAND harmless from any financial responsibility thereon. Said property is described as follows:

> WEEK 17 of Condominium Unit No. 328 of THE SUMMIT, A CONDOMINIUM all as set forth in the Declaration of Condominium and the exhibits annexed thereto and forming a part thereof, recorded in Official Records Book 989, at page 1046, of the Public Records of Bay County, Florida. The above descriptoin includes, but is not limited to all appurtenances to the condominum unit above described, including the undivided interest in th common elements of said condominium.

WHEREAS, THE parties agree that the WIFE'S maiden name of HOOD shall be restored to her.

WHEREAS, the costs of this cause shall be paid by the HUSBAND.

WHEREAS, this agreement contains and disposes of all property of the parties and any verbal agreements and stipulations not contained herein shall be null and void.

WHEREAS, it is agreed that each party shall be solely responsible for any and all bills they have incurred since their separation and shall hold the other party harmless from any financial responsibility thereon.

WHEREAS, each of the parties desire that this marital dissolution agreement be incorporated into any Final Decree or Divorce which may be granted by the Court.

CHERYL ANN HOBACK

MICHAEL WAYNE HOBACK

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, CHERYL ANN HOBACK, after being duly sworn, do hereby make oath that I have executed the foregoing instrument for its intended meaning and without collusion on the part of anyone.

CHERYL ANN HOBACK

Sworn to and subscribed before me, this the 27th day of September, 1989.

Notary Public

MY COMMISSION EXPIRES: 7-24-93

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, MICHAEL WAYNE HOBACK, after being duly sworn, do hereby make oath that I have executed the foregoing instrument for its intended meaning and without collusion on the part of anyone. I have been advised that I am entitled to separate counsel, however I desire to waive this right.

MICHAEL WAYNE HOBACK

Sworn to and subscribed before me this the 27th day of September, 1989.

Notary Public

MY COMMISSION EXPIRES: 7-24-93

IT IS ORDERED, ADJUDGED, AND DECREED that all provisions of said marital dissolution agreement are hereby approved and made the judgment of the Court.

IT IS ORDERED, ADJUDGED, AND DECREED THAT the maiden name of the wife, HOOD, shall be restored to her.

IT IS ORDERED THAT the costs of this cause shall be assessed against the husband, MICHAEL WAYNE HOBACK, for which execution may issue.

ENTER: December 6, 1989.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

Donald Arkovitz, Attorney for Wife
BPR No. 2954

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing has been mailed to Michael Wayne Hoback, %Westside Hospital, 2221 Murphy Avenue, Nashville, TN 37203, this the 6th day of December, 1989.

Donald Arkovitz

# 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* 6th *day of* December, *19* 89, *in Case Number* 89D-3497 *between* Cheryl Ann Hoback *Plaintiff, and* Michael Wayne Hoback *Defendant, as same remains of record in Book* 51C, *Page* 2166 *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* 21st *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* K. Langford *D.C.*