IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
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GEORGE L. ROCKER, CLERK
D.C.

RICHARD MILLER RUSSELL PLAINTIFF	)	
vs.	)	NO. 88D-3472
GLORIA OATIS RUSSELL DEFENDANT	)	

BOOK 8293 PAGE 70 82-03-0
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FINAL DECREE

This cause came on to be heard on the 3rd day of January 1989, before the Honorable James R. Everett, Jr. in the Probate Court for Davidson County, Tennessee, upon the original complaint for Absolute Divorce on the grounds of irreconcilable differences, a Marital Dissolution Agreement having heretofore entered into between the parties; and upon hearing of testimony of the Plaintiff, statements of counsel and the entire record, the Court finds that the parties have suffered irreconcilable differences in their marriage;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff RICHARD MILLER RUSSELL, is hereby awarded an Absolute Divorce from defendant GLORIA OATIS RUSSELL, on the grounds of irreconcilable differences, T.C.A. 36-4-103, and he is hereby restored to all rights and privileges of an unmarried person.

IT FURTHER APPEARS TO THE COURT that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of property division between the parties.

The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated and made a part of the final decree as follows:

92922

IDENTIF. REFERENCE

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FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

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RICHARD MILLER RUSSELL, Plaintiff	)	
	)	IN THE _____ COURT
vs.	)	FOR DAVIDSON COUNTY,
	)	TENNESSEE
Gloria Oatis Russell, Defendant	)	DOCKET NO._____

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between Richard Miller Russell, hereinafter called "Husband", and Gloria Oatis Russell, hereinafter called "Wife".

WITNESSETH

WHEREAS, the parties are married and a minor child, namely, Richard Marcellas Russell, was the product of the marriage.

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody, and support of any children the parties may have as a result of the marriage; and

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

WHEREAS, Husband is represented by Charles A. Williams, Attorney, and the opposing party has obtained independent advice or waived same and is not relying upon the advise or services of Charles A. Williams;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

1. Entire agreement. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenant or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial conditon, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

2. Waiver. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest , consummate and inchoate, in and to the property and

estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

4. Voluntary Execution. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each belives the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

Husband agrees to pay all Court cost arising out of said divorce proceeding if uncontested.

The defendant, by signing this agreement, waives further service of process or notice. The defendant acknowledges receipt of a copy of the complaint in this cause to which the defendant will make no further answer or counter-claim and consents to an entry of a Default Judgement and a Final Decree of Divorce and specifically authorized entry of said pleadings by plaintiff's counsel.

Debts. Wife agrees to hold husband harmless for any deficiency in child support.

Credit. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements of obligations in the name of or against the other nor shall either party hereafter 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 making those charges shall be responsible for the payment of those unrevealed charges.

Personalty. Each party will have and keep their personal effects and clothing and wife shall have all the other personal property accumulated during the marriage located at 868 Joseph Avenue, Nashville, Tennessee.

Real Estate. The parties own the property at 868 Joseph Avenue, Nashville, Tennessee, Davidson County as tenants in the entirety. The husband agrees to sign all necessary documents to convey all present and future interest in the property to wife in fee simple absolute. The wife shall assume any and all outstanding mortgages on the property.

Custody and Visitation. Wife shall be responsible for care, supervision, and guidance of the parties' child, Richard Marcellas Russell, and shall, therefore, be awarded custody.

Child Support. It is further agreed between the parties that the non-custodial parent will pay $300.00 (three hundred dollars) per month to the custodial parent for the minor child until he reaches the age of 18 years old. The child support shall cease upon the minor child's turning 18 years of age.

Wife to Retain Married Name. Wife shall retain the use of her married name of Gloria Oatis Russell.

Richard M. Russell
HUSBAND

Gloria O. Russell
WIFE

IT IS ORDERED ADJUDGED AND DECREED that all provisions of the said Marital Dissolution Agreement are hereby approved and made the Judgment of the Court.

The final costs of this cause shall be paid by the husband, Richard Miller Russell, for which let executed issue if necessary.

ENTER this the 3 day of Jan 1989.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

CHARLES A. WILLIAMS
533 STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201
(615) 255-4003
SUPREME COURT NO.: 12851

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent, via United States Mail Postage prepaid, to Gloria Oatis Russell at 868 Joseph Avenue, Nashville, Tennessee 37206, on this the 28th day of December 1988.

CHARLES A. WILLIAMS

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* 3rd *day of* January, *19* 89, *in Case Number* 88D-3472 *between* Richard Miller Russell *Plaintiff, and* Gloria Oatis Russell *Defendant, as same remains of record in Book* 456, *Page* 2055 *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* 14th *day of* February *in the year one thousand nine hundred and* ninety one *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____ *D.C.*

Form #GR-117