1944/225

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SCOTT CHARLES BAYER)
)
Plaintiff)
)
VS) No. 90D-3261
)
DAWN LYNN BAYER)
)
Defendant)

92-8
85

FINAL DECREE

BOOK 8298 PAGE 444

This cause came on to be heard on the 7th day of February, 1991 before the Honorable ~~Muriel Robinson Rice~~, Phillip Robinson, Sr. Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the plaintiff. Upon hearing testimony of plaintiff, statements of counsel for plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is therefore, ORDERED, ADJUDGED AND DECREED that the plaintiff, Scott Charles Bayer is hereby awarded an absolute divorce from defendant, Dawn Lynn Bayer on the grounds of irreconcilable differences, T.C.A. 36-4-101(11), and he is hereby restored to all the rights and privileges of an unmarried person.

The current address of Scott Charles Bayer is 2107 Geneiva Drive, Nashville, TN 37216 and the current address of Dawn Lynn Bayer is 2304 Modena Drive, Nashville, TN 37214.

It further appears to the Court that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties; and further, that there are no minor children. The Court hereby approves the Marital Dissolution Agreement previously filed herein and the same is hereby incorporated in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

91 JAN 29 AM 10:43

SCOTT CHARLES BAYER

Plaintiff

VS

DAWN LYNN BAYER

Defendant

NO. 90D-3261

91 JAN 29 AM

MARITAL DISSOLUTION AGREEMENT BOOK 8298 PAGE 445

THIS AGREEMENT made and entered into by and between Scott Charles Bayer, hereinafter called "Husband", and Dawn Lynn Bayer, hereinafter called "Wife".

WITNESSETH

WHEREAS, the parties are married and no children were the product of the marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties; and

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

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, only husband is represented by Martin Sir, Attorney, and the opposing party has obtained independent advice or waived same and is NOT relying upon the advice or services of Martin Sir;

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

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 or obligations in the name of or against the other nor shall either party 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 making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties thereto, 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, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants 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 condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all re-

spects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for 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 non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT AND PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

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 believes 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.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any 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 either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one of the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS FILED. Mr. Sir has filed a

Complaint for Divorce in the Fourth Circuit Court for Davidson County, Tennessee under docket # 90D-3261.

Husband agrees to pay all court costs 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 and stipulates to the truth and accuracy of the allegations therein. Further, the defendant will make no other answer or counter-claim and consent to an entry of a Final Decree of Divorce and specifically authorizes entry of said pleadings by plaintiff's counsel.

PERSONALTY. The parties agree that they will, to their mutual satisfaction, divide the personal property that they own. Should they fail to divide the personal property to their mutual satisfaction within thirty (30) days from the execution of this agreement or, in any case, prior to this matter being heard for divorce, they shall so notify the court. The absence of such notification to the court shall constitute acknowledgement that the parties have divided the personal property to their mutual satisfaction.

REAL ESTATE. Wife agrees to convey and by signing this document does convey to Husband any and all interests except for the lien on said real estate she retains as hereinafter stated, in the property at 2107 Geneiva Drive, Nashville, TN 37216, more particularly described as follows: See description attached hereto as Exhibit # 1. Wife further agrees to execute and deliver to Husband any and all deeds and instruments necessary to convey title of said real estate to Husband. Husband agrees to assume liability for the mortgage, taxes, insurance and any other costs associated with said real estate.

Upon the sale of said real estate, wife shall be paid one-half of the equity therein after closing costs are deducted for which she shall retain a lien against said real estate.

DEBTS. Wife shall have and receive title to the 1985 Buick Somerset and agrees to assume and hold husband harmless for all payments on the same. There are no other joint debts of the parties other than those specified hereinabove.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Scott C. Bayer
Scott Charles Bayer

On this 23 day of January, 1990 personally appeared Scott Charles Bayer, 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 free act and deed.

Lynn M. Ware
NOTARY PUBLIC

My commission expires:

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Dawn Lynn Bayer
Dawn Lynn Bayer

On this 23 day of January, 1990, personally appeared Dawn Lynn Bayer, 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 free act and deed.

Lynn M. Ware
NOTARY PUBLIC

My commission expires:

(My Commission Expires Sept. 24, 1993)

Bayer.mda

EXHIBIT #1

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO MORTGAGEE:	MAP-PARCEL NUMBERS
SCOTT C. BAYER	FIRST UNION MORTGAGE CORPORATION	15DZ 54840
(NAME) 2107 Geneiva Drive	(NAME) 4300 Six Forks Road	72-8-85
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37216	(STREET ADDRESS) Raleigh, N. C. 27609	
(CITY) (STATE) (ZIP CODE)	(CITY) (STATE) (ZIP CODE)	

WARRANTY DEED

BOOK 7562 PAGE 298

For and in consideration of the sum of TEN AND 00/100 ---------- ($10.00) DOLLARS cash in hand paid by the within named Grantee , and other good and valuable considerations, the receipt of which is hereby acknowledged,

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We, KEVIN C. WALKER AND WIFE, PAMELA J. WALKER,

have bargained and sold, and by these presents do transfer and convey unto the said SCOTT C. BAYER

the GRANTEES herein, their heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 19 on the Plan of Geneiva Heights, as of record in Plat Book 2083, page 65, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Kevin C. Walker and wife, Pamela J. Walker, by deed from Kevin C. Walker and Pamela J. Brasher Walker, of record in Book 7199, page 301, Register's Office for Davidson County, Tennessee.

3652.9

IDENTIFICATION REFERENCE

JUN 3 2 26 PM '88

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

unimproved ( )
This is improved (xx) property, known as 2107 Geneiva Drive (House Number) (Street)
Nashville, TN 37216
(P.O. Address) (City or Town) (Zip Code)

To have and to hold the said trade or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever. And we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out. And we do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns against the lawful claims of all persons, whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 27th day of May, 19 88.

Kevin C. Walker

Kevin C. Walker

Pamela J. Walker

Pamela J. Walker

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 THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, Scott Charles Bayer, is granted an absolute divorce from the defendant, Dawn Lynn Bayer, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person, and that the costs of this cause be taxed to the plaintiff for which execution may issue if necessary.

This the 7th day of Feb., 1991.

~~Muriel Robinson Bice~~
Spec. Judge Phillip Robinson

APPROVED FOR ENTRY:

Martin Sir
Attorney for plaintiff
Sup. Ct. Reg. No. 7173
808 Broadway
Nashville, TN 37203
(615) 254-6405

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed to Dawn Lynn Bayer, 2304 Modena Drive, Nashville, TN 37214 on this 7 day of February, 1991.

Martin Sir

Bayer.FD

95069

IDENTIF. TREFERENCE

FEB 25 2 32 PM '91

FELIX Z. [illegible]
DAVIDSON COUNTY TN.

9459 02/25 0101 03CHECK 30.00

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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* seventh *day of* February, *19* 91, *in Case Number* 90D-3261 *between* Scott Charles Bayer *Plaintiff, and* Dawn Lynn Bayer *Defendant, as same remains of record in Book* 194A, *Page* 338 *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* 25th *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 Mike Barnett, *D.C.*

Form #GR-117