IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

DELMA RUTH (HAMILTON) JOHNSON,)
)
Plaintiff,)
)
VS.)
)
JAMES LARRY JOHNSON,)
)
Defendant.)

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NO. 87D-3884

07905

FINAL DIVORCE DECREE

This cause came to be heard on the 20th day of April, 1988, before the Honorable James R. Everett, Judge of the Probate Court for Nashville, Davidson County, Tennessee, upon the original complaint heretofore filed in this cause and upon the statement of counsel and the parties Marital Dissolution Agreement and the entire record, from all of which the Court found that the wife should be awarded an Absolute Divorce on the grounds of irreconcilable differences. The Court further finds that the parties have made adequate and sufficient provision by written agreement for the custody and care of the minor child and for the equitable settlement of property rights between the parties. It is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting in this cause be and the same are hereby perpetually dissolved; and the plaintiff, Delma Ruth (Hamilton) Johnson, is awarded an Absoulte Divorce on the grounds of irreconcilable differences. The parties are restored to all the rights and priviledges of unmarried persons. It is, further,

ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement between the parties with respect to the custody and care of the minor child and the division of their property be and the same is hereby made the Order of this Court, the said Agreement being in the following words and figures, to wit:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

DELMA RUTH (HAMILTON) JOHNSON	†	
	†	
VS.	†	NO. 87D3884
	†	
JAMES LARRY JOHNSON	†	

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MARITIAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between DELMA RUTH (HAMILTON) JOHNSON, (hereinafter referred to as "WIFE") and JAMES LARRY JOHNSON (hereinafter referred to as "HUSBAND") subject to the following premises, terms and conditions:

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W I T N E S S E T H

WHEREAS, the parties have experienced marital difficulties in the past with the result that the Wife instituted divorce proceedings against the Husband, same being Civil Action Number 87D-3884 in the Circuit Court for Davidson, County Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, and to enter nto a contract for the settlement of such rights and obligations, not only for the present, but for the futrue, it being their intention that such contract will be effected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The wife shall proceed to trial and obtain a divorce on the grounds of irrconcilable dirrerences.

2. The wife shall retain full custody and control of the parties minor child, Stephen Craig Johnson. The wife would further state that due to her substantial salary, she would ask that the husband not be legally bound to pay support for this minor child.

3. Each party shall retain all rights and ownership of all personal property now in his/her possession, the marital personal property having been previously divided in an agreeable manner. Each party shall receive all right, title and interest in and to those items of personal property which are now in his or her possessions or titled in his or her respective names, and the other party shall be divested of any interest therein.

4. It is agreed that the real property of the parties shall be shall be vested solely in the wife. Said property is known as follows:

> Lot 211, Plan of Brook Meade, Section 6, as recorded in Book 233, Page 3 of the Davidson County Registrar's Office.
>
> A one story brick and frame dwelling known as 775 Newberry Road occupies the above described parcel and is located as shown.

5. The parties agree that the wife will retain ownership of the 1986 Olds Cutlass with all right, title and ownership vested solely to the wife and she will hold the husband harmless of any indebtdeness. Further, the parties agree that the husband shall retain ownership of the 1987 Chevrolet Monte Carlo, with all right, title and ownership vested solely to the husband and he shall hold the wife harmless of any indebtedness.

6. The wife will bear the cost of this cause, which is filed as Docket Number _____.

7. The parties would agree that all debts have been equally distributed among the parties.

13. Each of the parties shall execute and deliver to the other any documents that may be reasonably required to accomplish the intention of this instrument and shall do all other acts necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment, and conveyance of the property and rights in such manner and with such force and effect as shall be necessary to efffectuate the terms of this agreement.

14. 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 consent to the terms of this agreement. By signing of this agreement, the parties stipulate to the terms being enforced as if they were at the moment of signing and order of this Court.

15. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

17. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into the Final Decree.

17. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties and a discharge from other claims arising out of their marital relationship, and that each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Husband and Wife, or any property that either of them may acquire in the future.

18. It is understood and agreed between the parties, that, from the date of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

19. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives,

heirs and assigns.

22. It is understood and agreed between 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 and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable, and that it is being entered into voluntarily and with advice of Counsel.

DELMA RUTH (HAMILTON) JOHNSON

JAMES LARRY JOHNSON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named, DELMA RUTH (HAMILTON) JOHNSON, with whom I am personally acquainted and who made oath that she executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville, Tennessee this 5th day of November, 1987

_____
NOTARY PUBLIC

My Commission Expires: 5-13-89

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named, JAMES LARRY JOHNSON, who acknowledged that he executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville, Tennessee this 17 day of September, 1987. James Larry Johnson

_____
NOTARY PUBLIC

My Commission Expires: 3/8/89

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the Marital Dissolution Agreement heretofore presented to the Court and incorporated herein is hereby approved by the Court and made the judgement thereof in all respects. It is, further,

ORDERED, ADJUDGED, and **DECREED** that the wife's address is 775 Newberry Road, Nashville, Tennessee. It is, further,

ORDERED, ADJUDGED, and **DECREED** that the husband's address is 533 Starliner Drive, Nashville, Tennessee. It is, further,

ORDERED, ADJUDGED, and **DECREED** that all Court cost are assessed against the wife for which execution may issue if necessary.

ENTERED this 26 day of April, 1988.

James R. Everett, Jr., Judge

APPROVED FOR ENTRY:

JAMES L. CURTIS
Attorney for Plaintiff
Suite 1601, Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
(615) 256-4747
Supreme Court No. 4317

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to James Larry Johnson, at 533 Starliner Drive, Nashville, Tennessee 37207, on this the 20th day of April, 1988.

James L. Curtis
JAMES L. CURTIS

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* TWENTY-SEVENTH *day of* APRIL, *19* 88, *in Case Number* 87D-3884 *between* DELMA R. (HAMILTON) JOHNSON *Plaintiff, and* JAMES LARRY JOHNSON *Defendant, as same remains of record in Book* 41C, *Page* 1726 *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* APRIL *in the year one thousand nine hundred and* NINETY-ONE *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter S. Adams, *D.C.*

Form #GR-117

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