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BOOK 8368 PAGE 422

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 MAR 25 AM 8 50

ELLEN H. POLLACK,

Plaintiff,

SSN [redacted]-3463

v.

DAVID L. POLLACK,

Defendant.

SSN [redacted]-9393

DOCKET NO. 91D-71

104-13-0

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FINAL JUDGMENT OF DIVORCE

This cause came to be heard the 25th day of March, 1991, before the Honorable Muriel Robinson-Rice, Judge, upon the original Complaint for Absolute Divorce, upon waiver of personal service of process on the Defendant on January 7, 1991. The parties having entered into a Marital Dissolution Agreement, the sworn testimony of the plaintiff in open court, statement of counsel, and the entire record in this cause, from all of which the Court finds as follows:

1. The allegations of the Complaint are sustained by the proof; that is, the parties have irreconcilable differences;

2. The Marital Dissolution Agreement makes adequate provision for the equitable settlement of any property rights between the parties.

It is therefore ORDERED and ADJUDGED that the plaintiff, Ellen H. Pollack, is hereby awarded a divorce from the defendant, David L. Pollack, on the grounds of irreconcilable differences, and the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED and ADJUDGED that the Marital Dissolution Agreement executed by the parties is approved by the Court and incorporated herein as follows:

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between ELLEN H. POLLACK hereinafter called Wife, and DAVID L. POLLACK, hereinafter called Husband.

WHEREAS, these parties have been married since December 27, 1960 and there have been born of this union three children, Michael Phillip Pollack, born December 11, 1961, Adria Rebecca Pollack, born July 30, 1964, and Melissa Alexandra Pollack, born February 3, 1966, none of which are minors;

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the above-styled case a suit for divorce between the parties; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. Real Property. All right, title and interest in the real property at 3814 Whitland Avenue, Nashville, Tennessee 37205 shall remain vested in the Wife alone. Wife shall assume the indebtedness on the real property and shall hold Husband harmless.

2. Personal Property. The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects in the possession of Husband shall be his sole and separate property. The Wife shall have all right, title and interest to the 1986 Toyota Cressida in her possession and a 1985 Volkswagen Cabriolet used by her Husband. The Wife shall also have all right, title and interest in all stocks, bonds, certificates of deposit and all assets in her brokerage account currently registered in her name.

3. Debts. It is agreed that the parties shall be responsible for the payment of any debts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from the failure to pay said debts when due.

4. Attorney's Fees. Each party shall be responsible for paying the attorney's fees to his or her attorney.

5. Court Costs. It is agreed that any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Wife.

6. Husband acknowledges that attorney Ruth M. Kinnard, Stokes & Bartholomew, P.A., represents Wife, and not Husband. Husband understands that he has the right to be represented by his own attorney now or at any time during this divorce action. Husband is not relying on any representations or advice of Ruth M. Kinnard in entering into this Agreement.

7. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

8. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

9. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence,

fraud, coercion or misrepresentation or for any reason not herein stated.

IT IS FURTHER ORDERED and ADJUDGED that the costs of this cause are hereby assessed against the plaintiff, for which execution shall issue, if necessary.

ENTERED this 25th day of March, 1991.

MURIEL ROBINSON-RICE
JUDGE

SUBMITTED FOR ENTRY:

Ruth Kinnard

RUTH M. KINNARD, #3147
STOKES & BARTHOLOMEW, P.A.
424 Church Street, Suite 2800
Nashville, Tennessee 37219
Attorney for Plaintiff

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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* 25th *day of* March, *19* 91, *in Case Number* 91D-71 *between* Ellen H. Pollack *Plaintiff, and* David L. Pollack *Defendant, as same remains of record in Book* 195B, *Page* 968 *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* 6th *day of* June *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