IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1990 MAR -6 PM 4:03

GEORGE L. ... CLERK

BETTY J. GIBSON)
Plaintiff)
vs.) No. 89D-3238
JAMES L. GIBSON, SR.)
Defendant.)

D.C.

Map 161-07
Par. 101

FINAL DECREE OF DIVORCE

This cause came to be heard on the 2nd day of March, 1990, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce filed by Complainant, testimony of Complainant, submission to the Court of a written Marital Dissolution Agreement heretofore signed by the parties, statements of counsel and the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences in their marriage pursuant to TCA Section 36-4-101 (11).

It is therefore ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are hereby forever and perpetually dissolved and the Complainant, BETTY J. GIBSON, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED and the Court affirmatively finds that the parties have made adequate and equitable division of the marital properties and the Marital Dissolution Agreement heretofore signed by the parties is approved by the Court. The Marital Dissolution Agreement is incorporated herein as follows:

21929

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PICK-UP

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GEORGE ROOKER CLERK
K. Rooker D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a petition for Absolute Divorce filed by Betty J. Gibson, hereinafter referred to as "Wife", against James L. Gibson, Sr., hereinafter referred to as "Husband" under Docket Number 89D-3238; and

WHEREAS, the parties are presently living separate and apart and desire to tender this Property Settlement to the Court for approval in the event a Decree of Divorce is granted in this cause; and

WHEREAS, these parties have been advised of their respective rights and responsibilities, one to the other;

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. Consideration: The consideration for this Agreement is the mutual promises and agreements herein contained.

2. No Interference: Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

3. Trial: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

4. Waiver of Service of Process and Venue: Husband, by his signature on this agreement waives personal service of process and submits himself to the jurisdiction of the Fourth Circuit Court of Davidson County, Tennessee. He further waives any objection which he may have to the venue of this action and agrees that the Fourth Circuit Court of Davidson County shall have venue over Husband for this action.

5. Real Property: The parties own certain real property located at 5129 Amalie Drive, Nashville, Davidson County, Tennessee as tenants by the entirety. Title to said property is hereby divested from husband invested in wife as her sole and separate property. Wife shall be responsible for paying the mortgage indebtedness on said home and shall hold husband harmless and indemnify him as to the same. Wife shall have the utilities for the property transferred to her name and husband shall sign any and all documents necessary to affect the transfer of the utilities.

6. Daycare Business: Parties acknowledge that wife operates a daycare business out of the house and all right, title and interest to said business is hereby vested solely in wife, and whatever interest husband may have in said business is hereby divested from him invested in wife as her sole and separate property.

7. Court Settlement: The parties acknowledge that husband was involved in litigation in Federal Court regarding his former employment at Mercer Corporation. The parties acknowledge that any funds which he may receive pursuant to said law suit are his sole and separate property and are his to do with as he pleases.

8. Personal Property: Wife is awarded the furnishings located in the parties homeplace and husband is awarded his personal property. In addition, husband is awarded his vehicle as his sole and separate property subject to any indebtedness on said vehicle for which he shall hold wife harmless and indemnify her and is also awarded the sheds located at the parties homeplace which he shall remove at his own expense. Husband is further awarded the personal property that is set forth in [redacted] to this agreement.

9. Permanent Injunction: The husband is permanently enjoined and restrained from coming about the person of wife for the purpose of harming her, harassing her or threatening her, and he is enjoined and restrained from coming about the parties' homeplace except with the express permission of wife.

10. Debts of the Parties: Each party agrees to be responsible for any and all indebtedness incurred on his or her behalf after the date of the parties' separation. Each party further agrees to be responsible for any indebtedness owed which was incurred prior to the marriage of the parties. Each party shall hold the other harmless and indemnify them against the same on any debt for which they are responsible.

11. Alimony and Attorney's Fees: Each party waives any claim for alimony which he or she may have against the other party, and each party agrees to be responsible for the payment of his or her attorney.

12. Wife's maiden name of Barnes is restored to her.

13. Additional Instruments: It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party will willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

14. Voluntary Acceptance: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel, and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily; and that it is not the result of any duress or undue influence.

It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights and claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, courtesy, statutory allowance, homestead rights, rights 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, except as provided by the terms of this Agreement. This Agreement

applies to all property now owned by Wife and Husband individually or jointly, or any part that either of them may acquire in the future. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their estates, personal representatives, heirs and assigns.

15. Entire Agreement: This Agreement contains the entire understanding of the parties, and there are no representations, warranties or promises other than those expressly set forth herein. The parties further acknowledge that this Agreement may be altered, amended or cancelled only by an instrument in writing signed by each of the parties.

WITNESS my hand, this 1 day of March, 1989, 90 as to the Wife, and this 5th day of February, 1989, 90 as to the Husband.

BETTY J. GIBSON

JAMES L. GIBSON, SR.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to before me and subscribed in my presence this 5th day of February, 1989.

LaVonne Suelmann Cleeton
Notary Public
My Commission Expires: 9-11-90

STATE OF TENNESSEE
COUNTY OF Davidson

Sworn to before me and subscribed in my presence this 1st day of March, 1989 90

Robin L. Nicholson
Notary Public
My Commission Expires: 1-9-91

It is ordered that the Marital Dissolution Agreement incorporated herein is the judgement of the Court.

It is further ordered that title to the parties real property located at 5129 Amalie Drive, Nashville, Davidson County, is hereby divested from Husband and vested in Wife, Betty J. Barnes as her sole and separate property. Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 23 on the plan of Section One McMurray Woods Addition, of record in Book 4675, pages 6 and 7, Register's Office for said County.
>
> SAID Lot No. 23 fronts 75.0 feet on the westerly margin of Amalie Drive and extends back 180.0 feet on the northerly line and 143.15 feet on the southerly line to a dead line in the rear, measuring 83.56 feet thereon.
>
> BEING the same property conveyed to Andrews Properties, Inc. by deed from Cleburne E. Atwell and wife, Janet Atwell of record in Book 5903, page 790, Register's Office for Davidson County, Tennessee.
>
> THE property herein conveyed is subject to restrictive covenants of record in Book 4727, page 673, said Register's Office, and to the matters set forth in the above referenced plan of record.

Any unpaid Court costs are taxed to the Husband for which execution may issue.

Enter this 6th of March, 1990.

JUDGE

APPROVED FOR ENTRY:

Steven H. Strain
TN Reg. #9657
2400 Crestmoor Rd.
Nashville, TN 37215
615/386-7161

CERTIFICATE OF SERVICE

I hereby certify that I have on this 1st day of ~~August,~~ March 1990, mailed a true and exact copy of the foregoing Final Decree of Divorce to James L. Gibson, Sr., 5129 Amalie Drive, Nashville, Tennessee 37211.

Steven H. Strain

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* 6th *day of* MARCH, *19*____, *in Case Number* 89D-3238 *between* BETTY J. GIBSON *Plaintiff, and* JAMES L. GIBSON, SR. *Defendant, as same remains of record in Book* 184C, *Page* 2492 *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* 13th *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 Mary U. Bickley *D.C.*

Form #GR-117