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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1990 AUG 16 AM 11:57
GEORGE L. POSNER, CLERK
B. Eddins D.C.

MARY ELLEN MURRAY,
Plaintiff,
vs.
JAMES WINSTON HAGEY, JR.,
Defendant.

No. 90D-1490

BOOK 8374 PAGE 898

FINAL DECREE

This cause came on to be heard on the 16th day of August, 1990, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Plaintiff's Petition for absolute divorce, the Marital Dissolution Agreement signed by both parties, the testimony of Plaintiff in open court, statements of counsel for Plaintiff, and upon the entire record herein, from all of which, the Court finds that the allegations of the Petition have been fully sustained and that the parties have suffered such irreconcilable differences in their marriage as entitles them to an absolute divorce. It is, therefore,

ORDERED, ADJUDGED and DECREED that the Plaintiff, Mary Ellen Murray, be and she hereby is, awarded an absolute divorce from the defendant, James Winston Hagey, Jr., on the grounds of irreconcilable differences, T.C.A. Section 36-4-103, and she is hereby restored to all the rights and privileges of an unmarried person. It is, further,

ORDERED, ADJUDGED and DECREED by the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1990 AUG 16 AM 11:57

GEORGE L. ROOKER, CLERK

MARY ELLEN MURRAY,
Plaintiff,
vs.
JAMES WINSTON HAGEY, JR.,
Defendant.

No. 90D-1490 D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce, Docket Number 90D-1490, wherein Mary Ellen Murray, hereinafter referred to as "Wife," is the Plaintiff, and James Winston Hagey, Jr., hereinafter referred to as "Husband," is the Defendant; and,

WHEREAS, the parties have suffered irreconcilable differences in their marriage and are not living as man and wife and desire to enter into a marital dissolution agreement and tender same to the Court for approval in the event a Decree of Divorce is granted in this cause; and,

WHEREAS, both parties are aware of their possessions and obligations one to the other and their legal rights;

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

1. CONSIDERATION: The consideration for this Agreement are the mutual promises, covenants, and undertakings contained herein.

2. TRIAL: The Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences, and both parties shall be restored to all the rights and privileges of unmarried persons.

3. WIFE'S PERSONAL PROPERTY: The Wife shall have and retain as her sole and separate property one (1) radar detector and one-half (1/2) of the parties' everyday dishes and kitchen utensils. The parties agree and hereby acknowledge that they have heretofore divided all other items of personal property

except as mentioned in this Agreement, and each shall retain the items of personal property in their respective possessions free and clear from any claim of the other party.

4. HUSBAND'S PERSONAL PROPERTY: The Husband shall retain as his sole and separate property the full-size double bed, telephone answering machine, one (1) metal bookcase, the chicken picture, and one-half (1/2) of the everyday dishes and kitchen utensils. The parties agree and hereby acknowledge that they have heretofore divided all other items of personal property except as mentioned in this Agreement, and each shall retain the items of personal property in their respective possessions free and clear from any claim of the other party.

5. REAL PROPERTY: The parties real property located at 3004 Kinwood Drive, Antioch, Tennessee 37013, the same being more particularly described as follows:

> BEING Lot No. 30 on the Plan of Forest View Park, Section Four, Phase Two as of record in Plat Book 5200, Page 674, Register's Office for Davidson County, Tennessee to which plat reference is here made for a more complete and accurate description.
>
> BEING the same property conveyed to James W. Hagey, Jr. and wife, Mary Ellen Murray, by deed from the Fox Ridge Company, a Limited Partnership, by W. B. Hughes, and Alphonse H. Davis, as of record in Book 6373, Page 444, Register's Office for Davidson County, Tennessee.
>
> THIS conveyance is subject to Restrictive Covenants of record in Book 6312, Page 609 through 613, Register's Office for said County.
>
> THIS conveyance is subject to any and all zoning regulations, building restrictions and set back lines, if any, easements and rights of way for public utilities.
>
> THIS conveyance is subject to any and all existing restrictions and easements of record.

The parties agree that the Wife shall retain said homeplace as her sole and separate property, free and clear from any claim or interest of the Husband, and any right, title or interest in and to said real property is hereby divested from the Husband and vested in the Wife so that she owns same in fee simple, absolute. For and in consideration of said transfer, the Wife agrees to pay the sum of Four Thousand Two Hundred and 00/100ths Dollars ($4,200.00) to the Husband for his equitable

interest in said property. The parties agree the Wife shall pay the Husband his equitable interest on the following terms, to wit: On or before August 15, 1990, the Wife shall pay the sum of Two Thousand and 00/100ths Dollars ($2,000.00) directly to the Husband and the remaining balance shall be paid on or before the expiration of six (6) months. The Wife agrees to pay any outstanding taxes due on said real property and acknowledges that she is retaining exclusive ownership of said property.

6. DEBTS: The parties agree their sole joint indebtedness consists of a line of credit owed the Sovran Bank of Nashville, Tennessee. The Husband agrees to assume full responsibility for payment of said account and agrees to indemnify and hold the Wife harmless for payment of said debt.

7. INDEBTEDNESS: The parties agree that each shall be responsible for any indebtedness incurred in his or her own name, indemnifying and holding the other harmless thereon.

8. BANK ACCOUNTS: The Wife shall retain as her sole and separate property her savings account, No. 3314-017, at Employment Security Credit Union and her Sovran Bank checking account, No. 0111-22-7872, all of which shall be free and clear from any claim of the Husband. The Husband shall retain as his sole and separate property his Vanderbilt Credit Union savings account, No. 413-04-9070-019, his Employment Security Credit Union savings account, No. 3314-116, and his Sovran Bank checking account, No. 011-22-7546, all of which shall be retained free and clear of any claim of the Wife.

9. TAX LIABILITIES: The parties agree to indemnify and hold each other harmless for payment of any claims on account of additional taxes, interest, penalties, or other charges for any taxable year which the parties have heretofore filed joint tax returns, to the extent that any such additional taxes, interest, penalties, or other charges are assessed in connection with that party's exemptions or deductions. The parties further agree that any refunds or credits received by either party on account of such joint tax returns shall be divided on the same basis. Each agree to cooperate in connection with the

computation, preparation, and execution of amended tax returns and related tax matters.

The parties agree to file a joint tax return for the 1989 calendar year. The parties further agree to equally divide any refund or liability and each party shall hold the other harmless for their portion of said liability.

10. LIFE INSURANCE: The parties agree to maintain in full force and effect all current life insurance policies which name the other party as the sole or partial beneficiary until the entry of the Final Divorce Decree.

11. VEHICLES: The Wife shall retain as her sole and separate property her 1986 Subaru, free and clear from any claim of the Husband. The Wife agrees to assume full responsibility for payment of any outstanding indebtedness on said vehicle and shall indemnify and hold the Husband harmless for payment of any such debt.

The Husband shall retain as his sole and separate property the 1988 Toyota Celica, free and clear from any claim of the Wife. The Husband agrees to assume full responsibility for payment of any outstanding indebtedness on said vehicle and shall indemnify and hold the Wife harmless for payment of any such debt.

12. ALIMONY/SEPARATE MAINTENANCE: The parties agree that except as herein provided, no separate maintenance, alimony, or other support shall be paid to or by either of the parties, the same being hereby expressly waived.

13. ATTORNEY FEES: The Husband agrees to pay one-half (1/2) the Wife's attorney fee in the sum of One hundred twenty-five and no/100ths dollars ($125.00), for which execution may issue if necessary.

14. COURT COSTS: The parties agree that each shall be responsible for payment of one-half (1/2) of any and all court costs incurred in connection with this divorce action, for which execution may issue if necessary.

15. ENFORCEMENT PROVISIONS: In the event that either party has to petition the Court to enforce any provision of this Agreement, the party at fault shall be responsible for reasonable attorney fees, expenses, and court costs of the enforcement.

16. ACCEPTANCE BY THE PARTIES: With respect to each parties' responsibility for the 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 obligations are non-dischargeable debts under Section 523(a)(5) of the Bankruptcy Reform Act of 1978 (or any corresponding provision in any other bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations on the part of both parties are not a part of the property settlement. The division of the property is set forth elsewhere in the marital dissolution agreement.

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

18. ADDITIONAL INSTRUMENTS: Both parties agree to execute in a timely fashion all documents or instruments necessary to carry out the full purpose and intent of this Agreement.

19. VOLUNTARY ACCEPTANCE: The parties agree that this Property Settlement 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.

IN WITNESS WHEREOF, the parties declare and acknowledge that they have read this instrument in its entirety and familiarized themselves with its content, and signed and executed this instrument on the 25 day of July, 1990, as to the Wife, and the 25 day of July, 1990 as to the Husband.

Mary Ellen Murray
MARY ELLEN MURRAY

James Winston Hagey Jr.
JAMES WINSTON HAGEY, JR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named MARY ELLEN MURRAY, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand and official seal this 25 day of July, 1990.

Kimi Eileen Cantrell
NOTARY PUBLIC

My Commission Expires: Sept 25, 1993

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named JAMES WINSTON HAGEY, JR., with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand and official seal this 25 day of July, 1990.

Kimi Eileen Cantrell
NOTARY PUBLIC

My Commission Expires: Sept 25, 1993

It is ORDERED, ADJUDGED and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause shall be divided equally between the parties, for which execution may issue if necessary.

ENTER this 16th day of Aug, 1990.

Muriel Robinson Rice
MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

Thomas F. Hollingsworth

Thomas F. Hollingsworth
Attorney for Plaintiff
1601 Parkway Towers
Nashville, TN 37219
Phone: (615) 259-9725
Supreme Court No. 7178

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. James W. Hagey, Jr., 6916 Highland Park Drive, Nashville, TN 37205, on this the 16th day of August, 1990.

Thomas F. Hollingsworth
Thomas F. Hollingsworth

Exhibit B

6-14-91

$2000.00 has been paid To me
balance owed is $2200.00. it has not been paid.

James W. HAGEY JR
James W. Hagey Jr.
6916 HIGHLAND Park DR.
Nashville TN. 37205
356-6685

4200.00
-2000.00
2200.00

MAIL ENV.

JUN 14 12 05 PM '91

22394

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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* 16th *day of* August, *19* 90, *in Case Number* 90D-1490 *between* Mary Ellen Murray *Plaintiff, and* James Winston Hagey, JR. *Defendant, as same remains of record in Book* 189B, *Page* 826 *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* June *in the year one thousand nine hundred and* ninety-one *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By M Mondell, *D.C.*

Form #GR-117