193A/491

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1991 JAN -8 PM 2:25

GEORGE L. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DONNA GORDON DILLARD,
2999 Smith Spring Road, F-107
Nashville, Tennessee 37217

Plaintiff/Wife,

VS.

RAMOND THOMAS DILLARD,
2865 Lera Jones Drive
Antioch, Tennessee 37013

Defendant/Husband.

CASE NO. 90D-3183

5511 07/31 0101 03CHECK 18.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 8th day of January, 1991, before The Honorable Muriel Robinson-Rice, Judge of the Fourth Circuit Court of Nashville, Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by plaintiff/wife, Donna Gordon Dillard, on the grounds of irreconcilable differences. The husband and wife have signed a Marital Dissolution Agreement.

It appearing to the Court, from the sworn testimony of the wife, statement of counsel, and the entire record herein, that the allegations of the Complaint are sustained, that is, that such serious marital problems are present and the differences are such between the parties that there is no hope or expectation of reconciliation and, therefore, the parties have irreconcilable differences; and, there is adequate and sufficient provision by written agreement for the equitable settlement of any and all property rights between the parties; and, this bill for divorce grounded in "Irreconcilable Differences," has been filed for the statutorily prescribed period of sixty (60) days, it being filed on 5 October 1990.

Accordingly, IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. That plaintiff/wife, Donna Gordon Dillard, is granted an absolute divorce from husband, Raymond T. Dillard, upon the ground of "Irreconcilable Differences," pursuant to T.C.A., Section 36-4-101(11), with both parties being restored to the rights, privileges and obligations of unmarried persons.

2. That the written, notarized Marital Dissolution Agreement entered into between the parties be, and the same is hereby approved and ratified by this Court, its provisions being incorporated within this decree as they are set forth in the four (4) pages next preceding.

IN THE _____ COURT FOR DAVIDSON COUNTY, TENNESSEE

DONNA GORDON DILLARD,)
Plaintiff/Wife,)
vs.) CASE NO.: 90D-3183
RAYMOND THOMAS DILLARD,)
Defendant/Husband.)

1990 OCT -4 PM 3:44

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MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, entered by and between DONNA GORDON DILLARD, hereinafter referred to as "Wife", and RAYMOND THOMAS DILLARD, hereinafter referred to as "husband", and

W I T N E S S E T H:

WHEREAS, certain irreconcilable differences have arisen between the parties, thus rendering it impossible for the parties to live together as husband and wife; and

WHEREAS, the parties were married on August 8, 1985, in Nashville, Tennessee.

WHEREAS, there have been no children born of the parties; and

WHEREAS, the parties hereto desire to adjust and settle by agreement all matters concerning their respective property rights; 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 acceptble manner, such that said divorce action shall proceed uncontested.

WHEREAS, the parties have been fully advised and understand all the provisions of this agreement, and believe them to be fair, just, adequate, and reasonable, and that the provisions of this agreement, as well as all questions pertaining thereto have been fully and satisfactorily explained to the parties; that the settlement embodied in this agreement is in all respects acceptable to both parties, and that, accordingly, the parties hereto accept such provisions freely and voluntarily.

NOW THEREFORE, for the reasons set forth above, and a consideration of the mutual convenants and promises of the parties, including other good and valuable consideration receipt of which is hereby acknowledge, Husband and Wife agree to the

1. Husband and wife shall hereafter live separate and apart, each free from all dominion, restraint, and controlled by the other, either direct or indirect as fully as if unmarried. Each party may hereafter reside at such place or places as he or she may select.

2. Neither party shall molest or interfere with the other, nor compel or attempt to compel the other to cohabit or dwell with him or her, by any means whatsoever, by legal action or otherwise.

3. **PERSONAL PROPERTY.** The following item shall become the property of Wife and Husband will relinquish all right to and ownership of said property; executing any and all documents in order to accomplish same:

a. 1980 Buick Regal (Gray in color)

b. 1984 Mazda RX7 (VIN-JMIFB2215E0826103)

c. Living Room Set: (10 piece sectional)

d. Dinette Set: Rattan, consisting of one table and four chairs

e. Bedroom Suit: Chest of drawers, queen bed, dresser drawers

f. Washer and Dryer (Frigidaire)

g. Entertainment Center with speakers, cassette, turntable and equalizer in cabinet.

h. Television Set (Sharp)

i. Two (2) Antique Gold Metal Lamps

j. Student Desk

k. Dinette Set: 5 chairs, table & china cabinet (Broken arm chair to be replaced by Husband before date of final hearing).

l. 2nd Living Room Set: Sofa & two (2) chairs, plus two (2) end tables, coffee table and sofa table.

m. Den: Sofa recliner and recliner.

The following items shall become the property of Husband and Wife relinquishes all right to and ownership of said property; executing any and all documents in order to accomplish same:

a. All other houshold furniture furnishings vehicle and personal effects

4. **REAL PROPERTY.** It is agreed that the house and lot titled in Husband and Wife°s name shall be vested solely in Husband°s name. Wife agrees to quitclaim and relinquish all rights, title and interest she may have or hereafter have in said property located at 2865 Lere Jones Drive, Antioch, Tennessee

5. **DEBTS.** It is agreed that the parties shall be responsible for the payaments of any accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold ther other harmless from any liability resulting from their failure to pay such accounts when due.

6. **BANK ACCOUNTS.** The parties shall keep their respective checking accounts and saving accounts.

7. **MAIDEN NAME.** The Wife shall be restored to her maiden name of Gordon.

8. **ALIMONY.** Husband agrees to pay to Wife the sum of Four Thousand Three Hundred and Eighty-Four Dollars and Ninety-nine Cents (4,384.99), representing a lump sum alimony, 2,500 as of the date of final hearing in this cause and 1,884.99 on or before Dcemeber 1, 1990.

9. **ATTORNEY'S FEES.** Husband will be responsible for paying his attorney's fee in this cause and Wife will be responsible for paying her attorney's fee in this cause.

10. **COURT COSTS.** Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Wife.

11. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Fourth Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdicton of the parties, and to that end agree thaat it shall be submitted to the Court for its ratification and approval.

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

13. It is understood and agreed by and between the parties that this Agreement is entered into with any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated,(and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement). Each party acknowledge that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntrily. Each party agrees to

abide by the provision of this Agreement.

The provisions of this Agreement shall not be modified or changed except by mutual consent of the parties expressed in writing. This executors, and assigns.

WHEREFORE, the parties have executed this Agreement at Nashville, Tennessee on the day, month, and year below written.

Donna Gordon Dillard
DONNA GORDON DILLARD

Raymond Thomas Dillard
RAYMOND THOMAS DILLARD

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 13th day of August, 1990, personally appeared before me, the undersigned, the within named DONNA GORDON DILLARD, with whom I am personally acquainted, and who acknowledged that she excuted the foregoing Marital Dissolution Settlement Agreement for the purpose therein contained.

WITNESS my hand and seal this 13th day of August, 1990, in Nashville, Tennessee.

Jacqueline Orr Wiggins
NOTARY PUBLIC

My commission expires: 3-3-92

***

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 13th day of August, 1990, personally appeared before me, the undersigned, the within named RAYMOND THOMAS DILLARD, with whom I am personally aquainted, and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purpose therein contained.

WITNESS my hand and seal this 13th day of August. 1990, in Nashville, Tennessee.

Jacqueline Orr Wiggins
NOTARY PUBLIC

My commission expires: 3-3-92

3. The costs of this cause are assessed against the wife for which execution may issue without further process.

ENTERED, this 8th day of Jan, 1991.

MURIEL ROBINSON-RICE
JUDGE

FOR ENTRY:

LEROY CAIN, JR., TSCRN: 6510
208 Third Avenue, North
Nashville, Tennessee 37201
(615) 244-4850
Attorney for Plaintiff/Wife

PICK-UP

FILED & RECORDED REGISTER DAVIDSON COUNTY, TN
JUL 31 9 32 AM '91

IDENTIFICATION REFERENCE

35001

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree Of Divorce was forwarded to the last known address of defendant/husband, Mr. Raymond Thomas Dillard, 2865 Lera Jones Drive, Antioch, Tennessee 37013, this _____ day of January, 1991.

LEROY CAIN, JR.

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* 4th *Circuit Court for Davidson County, Tennessee, on the* 8th *day of* January, *19* 91, *in Case Number* 90D-3183 *between* Donna Gordon Dillard *Plaintiff, and* Raymond Thomas Dillard *Defendant, as same remains of record in Book* 193A, *Page* 491 *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* 31st *day of* July *in the year one thousand nine hundred and* Ninety-one *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117