IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

ROBERT MORTON MYERS

VS.) NO. 91D-4

LESLIE MARIE ESTES MYERS)

FINAL DECREE

This cause came on to be heard this 19th day of April, 1991, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, on the complaint for absolute divorce filed by the husband, signed and notarized marital dissolution agreement having been filed with the Court, and testimony of the husband, statement of counsel for the husband, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage, and a divorce should be granted.

It is, therefore, **ORDERED, ADJUDGED, and DECREED** that the husband, Robert Morton Myers, be and hereby is awarded an absolute divorce from the wife, Leslie Marie Estes Myers, on the ground of irreconcilable differences, Tennessee Code Annotated § 36-4-103, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to Tennessee Code Annotated § 36-4-103(b), the Court affirmatively finds 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:

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IDENTIFICATION REFERENCE
Jul 31 1 43 PM '91
FELIX Z. WHITE JR. REGISTER
DAVIDSON COUNTY, TN

MARITAL DISSOLUTION AGREEMENT

This agreement entered into this 18th day of December, 1990, by and between **Leslie Marie Estes Myers**, hereinafter referred to as "wife" and **Robert Morton Myers**, hereinafter referred to as "husband:"

W I T N E S S E T H:

WHEREAS, certain difficulties have arisen between the parties which appear to be irreconcilable, and there has been filed in the Circuit Court for Davidson County, Tennessee, a petition for absolute divorce between the parties, being **Robert Morton Myers vs. Leslie Marie Estes Myers**, bearing Docket No. 91D-4 , and the wife waives service of process and the filing of an answer in this cause; and

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, therefore, in settlement, adjustment, and compromise of all property rights, and questions and matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. **DIVORCE:** The husband shall proceed to Court and attempt to obtain an absolute divorce on the ground of irreconcilable differences.

2. **REAL ESTATE:** The parties own real property consisting of a house and lot located at 3204 Forest Place in Antioch, Davidson County, Tennessee. The Husband shall receive all of the Wife's right, title, and interest in and to said property and he shall assume all indebtedness owed thereon.

3. **PERSONAL PROPERTY:** The husband shall receive as his sole and separate property all the wife's right, title, and interest

in and to the 1981 Chevrolet El Camino truck and he shall assume all indebtedness owed thereon. The Husband shall receive all of the personal property now in his possession as his sole and separate property. The Wife shall receive all of the personal property now in her possession as her sole and separate property.

4. **COURT COSTS:** The husband shall pay all Court costs in connection with this divorce proceeding.

5. **FORMER NAME:** The wife shall receive the use of her former name, Leslie Marie Estes.

6. **MISCELLANEOUS:** The parties will execute whatever documents are reasonably necessary to implement the terms of this agreement, including any transfer of title or deeds of conveyance. In the event it becomes necessary to enforce this agreement against either party, then the party who is successful in enforcing the terms of this agreement shall be entitled to their attorney's fees from the other party.

The parties hereto agree and acknowledge that this agreement is entered into by each of them will full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties, jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title, and interest, marital or otherwise, in and to all the estate whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party except as he or she may be bound by the promises and covenants contained in this agreement. The parties further 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.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the 28th day of December, 1990, as to the wife, and the 18th day of December, 1990, as to the husband.

Leslie Marie Estes Myers
Wife

Robert Morton Myers
Husband

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named **LESLIE MARIE ESTES MYERS**, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 28th day of December, 1990.

Maxine Stubblefield
NOTARY PUBLIC

My Commission Expires:
3/11/91

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named **ROBERT MORTON MYERS**, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 18th day of December, 1990.

L. R. DeMarco
NOTARY PUBLIC

My Commission Expires:
5-20-92

It is **ORDERED, ADJUDGED, and DECREED** that all provisions of said marital dissolution agreement are hereby approved and made the judgment of the Court.

It is further **ORDERED, ADJUDGED, and DECREED** that all of the wife's right, title, and interest in and to the real property located at 3204 Forest Place in Antioch, Davidson County, Tennessee, shall be divested out of the wife, Leslie Marie Estes Myers, and shall be vested in the husband in fee simple absolute. The husband shall assume all indebtedness owed thereon and shall hold the wife harmless. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 18 on the Plan of Roundwood Forest, Section Two of record in Book 6250, Page 548 and 549, Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to Robert M. Myers and wife, Leslie Estes Myers, by deed from Allen Earps Builders, Inc., of record in Book 7919, Page 144, Register's Office for Davidson County, Tennessee.
>
> Robert M. Myers and Robert Morton Myers are one and the same person. Leslie Estes Myers and Leslie Marie Estes Myers and one and the same person.

It is further **ORDERED, ADJUDGED, and DECREED** that the wife shall receive the use of her former name, Leslie Marie Estes.

The husband shall pay the costs of this cause for all of which execution may issue, if necessary.

ENTER this 19 day of April, 1991.

JUDGE

RECORDER'S MEMO
Legibility of Writing, Typing or Printing of This
Document Unsatisfactory When Received.

APPROVED FOR ENTRY:

David C. Rutherford

DAVID C. RUTHERFORD
Supreme Court Reg. No. 2706

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L. R. DeMARCO
Attorneys for Husband
Supreme Court Reg. No. 2652
Suite 400, Washington Square
214 Second Avenue North
Nashville, TN 37201-1602
(615) 256-6681

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to the wife, Leslie Marie Estes Myers, 3204 Forest Place, Antioch, TN 37013, this 19th day of April, 1991.

L. R. DeMARCO

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* Nineteenth *day of* April, *19* 91, *in Case Number* 91D-4 *between* Robert Morton Myers *Plaintiff, and* Leslie Marie Estes Myers *Defendant, as same remains of record in Book* 60C, *Page* 1386 *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* 24 *day of* July *in the year one thousand nine hundred and* Ninety-One *and in the* 216 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*
By D.C.