1980/2444

IN THE FOURTH CIRCUIT COURT FOR DAVISON COUNTY TENNESSEE
AT NASHVILLE

1991 AUG -2 PM 12:

GEORGE L. R

BRENDA JOYCE KNOX Plaintiff	)	
vs.	)	Docket No. 90D-1869
RAYPHIELD V. KNOX Defendant	)	

BOOK 8428 PAGE 233

FINAL DECREE

This cause came to heard on the 2nd day of August, 1991 before the Honorable Muriel Robinson-Rice, Fourth Circuit Judge of Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the Plaintiff; and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court, testimony of Plaintiff heard in open court; statement of counsel, and the entire record in this cause. From all of which the Court is of the opinion and finds as follows:

That from the testimony presented to the Court, it appears that the parties hereto have irreconcilable differeces in their marriage;

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved, and that the Plaintiff, BRENDA JOYCE KNOX, is awarded an absolute divorce from the Defendant, RAYPHIELD V. KNOX, upon the grounds of irreconcilable differences and that they are both hereby restored to all the rights and privileges of unmarried persons.

It further appears to the Court that the parties have entered into a written executed Marital Dissolution Agreement and the Court affirmatively finds therein the parties have made adequate and sufficient provisions of written agreement for the equitable settlement of any property rights as between them. Said Marital Dissolution Agreement is expressly incorporated and made a part of this decree and is as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

1991 AUG -2 PM 12:30

GEORGE [illegible]

Docket number 90D-1869

BRENDA JOYCE KNOX
COMPLAINANT

versus

RAYPHIELD VANSTINSOFF KNOX
DEFENDANT

MARITAL DISSOLUTION AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, entered into and executed this 6th day of August, 1989, in the County of DAVIDSON and State of TENNESSEE by and between Brenda Joyce Knox, hereinafter referred to as "WIFE" and Rayphield Vanstinsoff Knox, hereinafter referred to as "HUSBAND,"

W I T N E S S E T H :

WHEREAS, the Parties hereto are HUSBAND and WIFE and are experiencing certain marital difficulties, and each believes that there are Irreconcilable Differences between them, and as a result of these differences the Parties are not living together as husband and wife, and it is the intention of the Parties to seek an absolute divorce on the grounds of Irreconcilable Differences and the Parties enter into this MARITAL DISSOLUTION AGREEMENT for the express purpose of submitting this agreement to a Court of competent jurisdiction for the Court's approval after either of the Parties file for an Absolute Divorce on the grounds of Irreconcilable Differences, pursuant to Tennessee Code Annotated Section 36-4-101 (11), and whereas there are NO children born of this marriage and still of minor age,

NOW THEREFORE, in consideration of the premises and mutual covenants and promises made herein, the Parties do mutually agree as follows:

(1) That upon a petition for absolute divorce on the grounds of Irreconcilable Differences being filed in a Court of competent jurisdiction, this Agreement shall be introduced into said proceedings and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the Parties; and,

(2) That,in the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable; and,

(3) That this Agreement is a full and final settlement between the Parties of their respective rights and responsibilities to each other, and each Party hereby waives all rights or claims which each may have or hereafter acquire against the person or property of the other Party except as provided by the terms of this Agreement; and,

(4) Each of the Parties shall properly execute and deliver such written instruments as may be required from time to time to carry into effect fully the provisions of this Agreement; and,

(5) That except as otherwise provided in this Agreement, the Parties have made an equitable distribution of the personal property of the marriage, including any motor vehicles, and each Party shall be responsible for any indebtedness on their respective items of personal property and hold the other harmless on the same; and,

(6) That except as otherwise provided in this Agreement, each Party shall be solely and separately responsible for paying any and all debts incurred in their own respective names and shall hold the other Party harmless therefrom; and,

(7) That each Party shall be solely responsible for their own respective individual day-to-day living and financial obligations incurred following the execution date of this Agreement; and,

(8) That the HUSBAND shall be awarded the following items of personal property: television with glass stand, 6 piece music stereo set with glass stand, and accordingly, all right, title and interest the WIFE may have in or to said property shall be devested out of the WIFE and vested into the HUSBAND to have as his absolutely, and the WIFE shall take reasonable measures as necessary to place said personal property in the possession or

control of the HUSBAND; and,

(9) That the WIFE shall be awarded the following items of personal property: living room suite, two bedroom suites, two wall units, grandfather clock, two televisions, dining room suite, and accordingly, all right, title and interest the HUSBAND may have in or to said property shall be devested out of the HUSBAND and vested into the WIFE to have as hers absolutely, and the HUSBAND shall take reasonable measures as necessary to place said personal property in the possession or control of the WIFE; and,

(10) That the WIFE shall be restored her maiden name of Meneese; and,

(11) That the HUSBAND shall be awarded a certain 1985 Chrysler LeBaron, and accordingly, all right, title and interest of the WIFE shall be divested out of the WIFE and vested into the HUSBAND to have as his absolutely, and the HUSBAND shall assume the indebtedness, if any, thereon and hold the WIFE harmless on the same; and,

(12) That the WIFE shall be awarded a certain 1987 Chrysler LeBaron, and accordingly, all right, title and interest of the HUSBAND shall be divested out of the HUSBAND and vested into the WIFE to have as hers absolutely, and the WIFE shall assume the indebtedness, if any, thereon and hold the HUSBAND harmless on the same; and,

(13) That the HUSBAND and WIFE shall assume and be equally responsible for the following debts and obligations not withstanding any other terms of this Agreement to the contrary: Chapter 13 payment excluding the mortgage which the WIFE shall be solely responsible for; and,

(14) That the WIFE shall be awarded the real estate and all improvements thereon located at 2833 Buena Vista Pike, Nashville, Davidson County, Tennessee, 37218, the same being described more fully in a deed of record in Official Record Book Volume 7559, Page 603, Register's Office for Davidson County, Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot No. 15 on the Plan of Shawnwood Section Three as of record in Book 6050, Page 101, Register's Office for Davidson County, Tennessee.

and accordingly, all right, title and interest of the HUSBAND in and to said property is divested out of the HUSBAND and into the WIFE to have as hers absolutely, and the WIFE shall assume sole indebtedness, if any, on the same and shall hold the HUSBAND harmless on such indebtedness; and,

IN WITNESS WHEREOF, we have executed this Agreement as of the date written and at the place written first herein.

Brenda J. Knox
BRENDA JOYCE KNOX, COMPLAINANT

STATE OF Tennessee
COUNTY OF Davidson

On this 6th day of September, 1989, before me personally appeared Brenda Joyce Knox, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Karen C Kopp
Notary Public

My commission expires 3-27-93.

Rayphield V. Knox
RAYPHIELD VANSTINSOFF KNOX, DEFENDANT

STATE OF Tennessee
COUNTY OF Davidson

On this 6th day of September, 1989, before me personally appeared Rayphield Vanstinsoff Knox, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Karen C Kopp
Notary Public

My commission expires 3-27-93.

Approved for entry:

Stan D. Darnell John E. Dunlap #13773
Attorney for Complainant

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

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE
AT NASHVILLE

BRENDA JOYCE KNOX Complaintant	)	
vs.	)	Docket No. 90D-1869
RAYPHIELD V. KNOX Defendant	)	

AMENDED MARITAL DISSOLUTION AGREEMENT

THIS AMENDED MARITAL SETTLEMENT AGREEMENT, entered into and executed this 31ST day of July, 1991, in the County Davidson and State of Tennessee by and between BRENDA JOYCE KNOX, hereinafter referred to as "WIFE" and RAYPHIELD V. KNOX hereinafter referred to as "HUSBAND",

(13) That the "Husband" is aware of the Divorce pleading in the Fourth Circuit Court of Davidson County, Tennessee, Docket number # 90D-1869, and he hereby waives further service and waives filing an Answer to the Complaint for Divorce and understands that signing of the Marital Dissolution Agreement shall give the Court personal jurisidiction over the Defendant and constitute a default judgment for the purpose of granting a divorce on the grounds of irreconcilable differences.

IN WITNESS WHEREOF, we have executed this Agreement as of the date written and at the place written first herein.

Brenda J. Knox
BRENDA JOYCE KNOX

Rayphield Knox
RAYPHIELD V. KNOX

STATE OF TENNESSEE
COUNTY OF SUMNER

On this 31st day of July, 1991, before me personally appeared BRENDA JOYCE KNOX, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Sworn to and subscribed before
me on the above date.

Kathy Tyack
NOTARY PUBLIC
My commission expires: 10-30-94

STATE OF TENNESSEE
COUNTY OF Sumner

On this 30th day of July, 1991, before me personally appeared RAYPHIELD V. KNOX, to me known, (or proved to me on the basis of satisfactory evidence and acknowledged that he executed the same as his free act and deed.

Sworn to and subscribed before

me on the above date.

Kathy Lynch
NOTARY PUBLIC

My commission expires: 10-30-94

APPROVED FOR ENTRY:

JOHN E. DUNLAP
Attorney at Law, #13223
115 Public Square
Gallatin, TN 37066
(615) 452-9400

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It is further ORDERED, ADJUDGED AND DECREED that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein is hereby approved by the Court and made the judgment hereof in all respects.

The Defendant, RAYPHIELD V. KNOX, shall pay the costs of this cause, for which let execution issue if necessary.

Entered this the 2nd day of August, 1991.

JUDGE MURIEL ROBINSON-RICE

APPROVED FOR ENTRY:

JOHN E. DUNLAP
Attorney at Law, #13223
115 Public Square
Gallatin, TN 37066
(615) 452-9400

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the Defendant, RAYPHIELD V. KNOX, at his last known address.

This the 2nd day of August, 1991.

JOHN E. DUNLAP

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* 2nd *day of* August, *19* 91, *in Case Number* 90D-1869 *between* Brenda Joyce Knox *Plaintiff, and* Rayphield V. Knox *Defendant, as same remains of record in Book* 198C, *Page* 2444 *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* 26th *day of* August *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