IN THE CHANCERY COURT FOR CHEATHAM COUNTY AT ASHLAND CITY, TENNESSEE

136-00-0
044.00

THELMA LOUISE YORK

VS.

DOCKET NO. 6156

ROBERT JAY YORK

I CERTIFY THIS TO BE A TRUE COPY
July 23 1991
CHM

FILED: 6-18-91 AT 12:15
Dana Hanford CLERK & MASTER

ENTERED MINUTE BOOK MM
PAGE 272, 6-18 1991

DIVORCE DECREE

This cause came on to be heard on the 18 day of June, 1991, upon the complaint of the Plaintiff, the Marital Dissolution Agreement executed by the parties, together with the waiver of service of process executed by the Defendant and the entire record in this cause, from all which it appears to the court that the allegations of the Plaintiff's complaint are true and fully sustained by the proof and that the parties have encountered irreconcilable differences in their marriage. It further appears to the Court that the Marital Dissolution Agreement executed by the parties is fair and equitable in all respects and should be incorporated into this final decree of divorce in its entirety.

IT IS THEREFORE ORDERED and decreed by the Court that the bonds of matrimony subsisting between the Plaintiff and Defendant are absolutely and forever dissolved and the Plaintiff is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement is approved and incorporated into this divorce decree as follows:

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IDENTIFICATION
AUG 27 2 02 PM '91
PICK-UP

COPY

IN THE CHANCERY COURT FOR CHEATHAM COUNTY AT ASHLAND CITY, TENNESSEE

BOOK 8429 PAGE 451

THELMA LOUISE YORK

VS. DOCKET NO. _____

ROBERT JAY YORK

MARITAL DISSOLUTION AGREEMENT

WHEREAS the Wife, Thelma Louise York, has filed a divorce action in the Chancery Court for Cheatham County, Tennessee, alleging that the parties have encountered irreconcilable differences in their marriage;

AND, WHEREAS it is the desire of the parties to enter into a Marital Dissolution Agreement to the extent that a full distribution be made of all real and personal property accumulated by the parties during their marriage, as well as a full and complete settlement of all issues that may be in controversy between them relative to distribution of marital property, and to the end that the Wife will be allowed to obtain an absolute divorce upon the grounds of irreconcilable differences;

The parties do hereby agree as follows:

1. That the Husband does specifically waive service of process and enters an appearance before this Court in order to allow the Wife to obtain an absolute divorce pursuant to the terms and conditions of this agreement.

2. That each of the parties does hereby specifically waive venue and request that this matter be filed in the Chancery Court for Cheatham County, Tennessee.

3. That the Wife shall be awarded an absolute divorce upon the grounds of irreconcilable differences.

4. That no children have been borne of the union of the parties.

5. That all right, title and interest that the Husband might have in a certain house and lot located in Davidson County,

Tennessee, and more specifically described as 2635 Smith Springs Road, Nashville, Tennessee 37217, is divested out of the Husband and vested in the Wife. Said real property is described as follows:

A tract of land in the 7th Civil District of Davidson County, Tennessee, being part of Lot No. 3 on the Plan of the Division of the Estate of John C. Estes, deceased, as of record in Minute Book J, Page 170, County Court for said County and described according to a survey made by George W. Watins, on July 28, 1958, as follows:

Beginning at a point in the centerline of new part of Smith Springs Road at the northeast corner of the property conveyed to L. T. Stevens, by deed from Charles J. Perry and wife, of record in Book 2904, Page 271; thence along the center line of said Road, S 78° E. 80 feet to an iron pin; thence leaving the road, S. 16° 35' W. 181 feet to an iron pin; thence N. 87° W. 90 feet to an iron pin at the southeast corner of said Stevens' lot; thence N. 18° 45' E. 201 feet to the point of beginning.

Being the same property conveyed to Robert J. York and wife, Thelma L. York, by deed of record at Book ____, Page ____, Register's Office for Davidson County, Tennessee.

6. The parties agree that the Wife shall be responsible for the indebtedness owed on said house and shall hold the Husband harmless relative to said indebtedness.

7. That all right, title and interest that the Husband might have in a certain 1986 Thunderbird automobile, Vehicle Identification Number 1FABP4636GH170846, is divested out of the Husband and vested in the Wife. It is agreed that the Wife shall be responsible for any indebtedness that might be owed on said automobile and shall hold the Husband harmless.

8. The parties agree that all right, title and interest that the Wife might have in a 1986 Celebrity automobile, Vehicle Identification Number 1G1AW19X2G6112937, is divested out of the Wife and vested in the Husband. The parties agree that the Husband shall be responsible for any indebtedness owed on said automobile and shall hold the Wife harmless.

9. It is agreed that all right, title and interest that the Wife might have in a certain Troutwood Camper, Vehicle Identification Number 556RU1171, is divested out of the Wife and vested in the Husband.

10. The parties agree that they shall each retain those items of personal property within their respective possession,

and specifically that the Wife shall retain all of the household furnishings located in the marital home.

11. The parties agree that the Wife shall retain any condemnation awards which may be due or payable as a result of the condemnation of a portion of the Smith Springs Road property. Said award shall be paid to the order of the mortgage holder in order to reduce the liability of the parties.

12. Each of the parties shall be responsible for paying any indebtedness in their own respective names which may have become obligated prior to the execution of this agreement. Each of the parties shall hold the other harmless relative to any debts or other obligations which may occur subsequent to the execution of this document.

13. It is further agreed that the costs of this cause should be taxed one-half (1/2) to each of the parties.

14. The parties do hereby state that this is their full and complete agreement and that there are no oral understandings not otherwise incorporated herein.

15. The parties agree that this document is fair and equitable in all respects and makes full division of all items of real and personal property accumulated by them during their marriage, and each of the parties does hereby specifically any obligation of support or claims they might have against the other existing at the time of the execution of this document or arising in the future.

IN WITNESS WHEREOF, we have hereunto set our hands this the 17 day of September, 1990.

Thelma Louise York
THELMA LOUISE YORK

Robert Jay York
ROBERT JAY YORK

STATE OF TENNESSEE

COUNTY OF CHEATHAM

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thelma Louise York, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who has acknowledged that she has executed the foregoing document for the purposes therein contained.

Sworn to and subscribed before me this the 17th day of September, 1990.

Kitty M. Lane
NOTARY PUBLIC

My Commission Expires: 8/17/93

STATE OF TENNESSEE

COUNTY OF Cheatham

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Jay York, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who has acknowledged that he has executed the foregoing document for the purposes therein contained.

Sworn to and subscribed before me this the 17th day of September, 1990.

Kitty M. Lane
NOTARY PUBLIC

My Commission Expires: 8/17/93

IT IS ORDERED that the costs of this cause are taxed to the Plaintiff, for which let execution issue if necessary.

Entered this the 18 day of June, 1991.

JUDGE

Approved for Entry:

JERRY W. HAMLIN

CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing document has been mailed to the Defendant, Robert J. York, at his last known mailing address of P. O. Box 432, Cuyahoga Falls, Ohio 44222-0432, this the 18 day of June, 1991.

JERRY W. HAMLIN

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