083-05-0 1991/534
221.00

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBRA SUE CONGLETON-SMITH,
Plaintiff,

vs.

MICHAEL DEAN SMITH,
Defendant.

No. 91D-1916 BOOK 8436 PAGE 664

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FINAL DECREE OF DIVORCE

This cause came to be heard on the 13th day of August, 1991, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Absolute Divorce filed by the Plaintiff. Upon statement of counsel for the Plaintiff and the entire record in this cause, it appeared to the Court that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Debra Sue Congleton-Smith, is hereby awarded an absolute divorce from the Defendant, Michael Dean Smith, on the grounds of irreconcilable differences, and is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties 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 same is copied herein verbatim as follows:

SEP 5 12 43 PM '91

MAIL ENV.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBRA SUE CONGLETON-SMITH,
Wife,
v.
MICHAEL DEAN SMITH,
Husband.

No. _____

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, entered into this 16th day of May, 1991, by and between DEBRA SUE CONGLETON-SMITH, hereinafter referred to as "Wife", and MICHAEL DEAN SMITH, hereinafter referred to as "Husband", is made by these parties for the purpose of resolving certain matters relating to their separation. The parties are married to each other and the Wife has filed a Complaint for an Absolute Divorce against the Husband. Each party has made a full disclosure to the other of all properties and assets owned by them and of all the income derived therefrom and from all other sources, and of all of the debts and liabilities owing by either of the parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

MAIDEN NAME

The Wife shall be restored to her maiden name of Debra Sue Congleton.

REAL PROPERTY

The parties acknowledge they own a home known as 1115 Calvin Avenue, Nashville, Tennessee, more fully described as follows:

> Being Lot No. 8 on the Plan of the subdivision of the Calvin Davis Lot, as of record in Book 57, page 85, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 8 fronts 50 feet on the northerly side of Calvin Avenue and runs back between parallel lines 150 feet to an alley.
>
> Being the same property conveyed to Michael Dean Smith and wife, Debra Sue Congleton-Smith, of record in Book 8247, page 458, Register's Office for Davidson County, Tennessee.

The parties agree that the home is to be listed for sale and the net proceeds are to be divided equally between them after deductions for the outstanding mortgage indebtedness, real estate

commissions and costs of the sale.

The Husband shall be allowed to maintain his residence at the home, and further agrees to maintain the expenses for the utilities pending the sale. The Wife agrees to pay half of the monthly house payment pending the sale of the home, but for a period not to exceed one year from the date of execution of this agreement.

MOTOR VEHICLES

The parties agree that the 1989 Volkswagen Jetta shall become the sole and separate property of the Wife, and the Wife further agrees to be fully responsible for the payment of the indebtedness owed to Volkswagen Credit, Inc. and shall indemnify and hold the Husband harmless on this debt.

The 1973 Mercedes Benz shall become the sole and separate property of the Husband, subject to any liens or other liabilities on this vehicle.

The parties shall execute any and all documents necessary to transfer title of said vehicles to the proper party.

PERSONAL PROPERTY

The parties' personal property shall be divided as follows:

1. The Wife shall received the following items:

Living Room:
a. Red loveseats
b. Green vinyl chair
c. Antique sewing machine
d. Lonestar plants (except the cactus)
e. Black and White painting
f. Canal Scene painting
g. Lorraine Davis painting
h. Lonnie's drawing
i. Pink flamingo drawing
j. All prints except the black framed ones
k. Television
l. All vases
m. Bentwood rocker
n. Candlestick holders
o. Oil lamp
p. Letter stool

Dining Room:
a. Dining room table w/leaves
b. 4 dining room chairs

Bedroom:
a. Upstairs iron bed
b. Mattress and boxsprings
c. Downstairs end table
d. Sweater chest
e. Walnut dresser
f. 2 wicker chairs w/cushions
g. 2 art deco phones

h. Upstairs battenburg lace bedding
i. 4 bed pillows
j. 1/2 of all other bedding not mentioned
k. Books

Bathroom:
a. White towels
b. 1/2 of all towels not mentioned

Kitchen:
a. Refrigerator
b. Upright blender
c. Hand held blender
d. 1/2 of glassware
e. Brown dishes
f. Old flatware
g. Electric teapot
h. Corning ware
i. Belgian waffler
j. Electric skillet
k. Wooden spoons and holder
l. Measuring cups
m. Measuring spoons
n. Any MDRD material
o. Microwave
p. Iron cookware
q. Spatula

Miscellaneous:
a. Golf clubs
b. Tools and toolbox

2. The Husband shall receive the following items:

Living Room:
a. Black leather sofa
b. Leather chair
c. Leather ottoman
d. Zebra rug
e. Armoire
f. Hazel King portrait
g. Stereo
h. Two black framed prints
i. All family pictures
j. Pillows that go with furniture
k. All cactus

Dining Room:
a. Welch cupboard

Bedroom:
a. Downstairs bed
b. Mattress and boxsprings
c. Large round table
d. All lamps
e. Baby rocking chair
f. Good phone
g. Answering machine
h. Iron and ironing board
i. Aunt Minnie's quilt
j. Peach comforter
k. Peach bedclothes
l. White chest w/black knobs
m. Sisal rug
n. 1/2 of all other bedding not mentioned

Bathroom:
a. Shower curtain
b. Window treatments
c. Downstairs towels
d. 1/2 of all towels not mentioned

Kitchen:
a. Silver
b. White dishes
c. New flatware
d. Coffee pot
e. 50's toaster
f. Pots and pans
g. 1/2 of glassware
h. Red teapot
i. Knives
j. Dresden plates
k. Food processor

Utilities:
a. Washer
b. Dryer

Miscellaneous:
a. Old radio
b. Hand vacuum
c. Upright vacuum
d. Yard tools
e. Mower
f. Grandaddy's tools

DEBTS

The Husband shall pay the debt owed to Expressions/WCI and shall indemnify and hold the Wife harmless on said debt. The Wife agrees to pay the debt owed on the parties' MasterCard/Corestate Bank account and shall indemnify and hold the Husband harmless on said debt.

ATTORNEY FEES AND COURT COSTS

The parties agree that each shall be individually responsible for their own respective attorney's fees and the Wife agrees to be responsible for the court costs of this proceeding. The parties acknowledge that the Wife has been represented by Attorney L.G. Burnett, Jr., 346 21st Avenue North, Nashville, Tennessee 37203, and that the Husband has been advised to seek his own counsel if he so desires.

WAIVER OF SERVICE

The parties acknowledge by signing this document in the presence of a Notary that they hereby waive the need of service of process through the Davidson County Sheriff's Department.

ENTIRE AGREEMENT

Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnity and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a

support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover for the other part the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties.

It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, alimony, pensions, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the parties, individually and jointly, or any property that either of them may acquire in the future.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interests in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of their respective incomes, anticipated incomes, and all assets in which they have interests.

It is understood and agreed between the parties that this 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 and with advice of counsel.

This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

This Agreement is intended to be interpreted according to the laws of the State of Tennessee.

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.

It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date shown below their signatures.

x Debra Sue Congleton-Smith
DEBRA SUE CONGLETON-SMITH
Wife
DATE: 4-26-91

Michael D. Smith
MICHAEL DEAN SMITH
Husband
DATE: 5-16-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DEBRA SUE CONGLETON-SMITH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 26th day of April, 1991.

Ricky B. Shearon
NOTARY PUBLIC
My Commission Expires: 7-24-93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MICHAEL DEAN SMITH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 16th day of May, 1991.

Ricky B. Shearon
NOTARY PUBLIC
My Commission Expires: 7-24-93

It is further ORDERED, ADJUDGED AND DECREED that the provisions of said Marital Dissolution Agreement are made the judgment of the Court.

The final costs of this cause are assessed against the Plaintiff, for which execution may issue if necessary.

ENTER this 13th day of Aug, 1991.

Muriel Robinson Rice
MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

L. G. Burnett Jr.
L.G. BURNETT, JR., #6463
Attorney for the Plaintiff
346 21st Avenue North
Nashville, Tennessee 37203
615/321-3181

CERTIFICATE OF SERVICE

I hereby certify I have mailed a true copy of the foregoing Final Decree to Mr. Michael Dean Smith, 1115 Calvin Avenue, Nashville, Tennessee 37206, this 13th day of August, 1991.

L. G. Burnett Jr.
L.G. BURNETT, 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* Fourth *Circuit Court for Davidson County, Tennessee, on the* Thirteenth *day of* August, *19*91, *in Case Number* 91D-1916 *between* Debra Sue Smith *Plaintiff, and* Michael Dean Smith *Defendant, as same remains of record in Book* 199A, *Page* 554 *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* 5th *day of* September *in the year one thousand nine hundred and* Ninety-One *and in the* 219 *year of American Independence.*

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

Form #GR-117