MPN 131-08-0-D

62A/759

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
JUN 27 PM 3:01
GEORGE L. ROOKER, CLERK
D.C.

LETTY HAMMOND BOUCHER,

PLAINTIFF,

VS.

ROBERT LEON BOUCHER,

DEFENDANT.

NO. 91D-1097

BOOK 8444 PAGE 353

FINAL DECREE

This cause came on to be heard on the 27th day of June, 1991, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff in this cause, Letty Hammond Boucher. Based upon the testimony of the Plaintiff, statements of counsel for the Plaintiff, the Defendant being before this Court having entered into a written notarized Marital Dissolution Agreement, making specific reference to this action by cause or docket number, and by signing of such Agreement, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences; and,

IT IS THEREFORE ORDERED, ADJUDGED and DECREED:

1. That the Plaintiff, Letty Hammond Boucher, is hereby awarded an absolute divorce from the Defendant, Robert Leon Boucher, on the grounds of Irreconcilable Differences, T.C.A. Section 36-4-103, and is hereby restored to all rights and privileges of an unmarried person. Pursuant to T.C.A. Section 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights and obligations between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

1632 09/17 0101 03CHECK 33.00

MARITAL DISSOLUTION AGREEMENT

FILED
JUN 27 PM 3 01
GEORGE L. HAMMER, CLERK
D.C.

THIS AGREEMENT is hereby entered into this 27th day of May, 19 91, by and between LETTY HAMMOND BOUCHER, hereinafter referred to as "Wife", and ROBERT LEON BOUCHER, hereinafter referred to as "Husband";

W I T N E S S E T H: BOOK 8444 PAGE 354

WHEREAS, certain differences have arisen between the parties which are irreconcilable and there is now pending in the Probate Court for Davidson County, Tennessee, a suit for divorce between the parties captioned as Letty Hammond Boucher v. Robert Leon Boucher, Case No. 91D-1097; and,

WHEREAS, it is the decision of the parties insofar as they are able with the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, obligation for the payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to all of their property and other matters and concerns subject to the approval of a Court of competent jurisdiction; and,

WHEREAS, both of these parties have been advised of their respective rights, obligations and responsibilities, one to the other, or have had the opportunity to have been so advised by counsel;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

1. Each party shall be free from the interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other or compel or endeavor to compel the other to cohabit from this date hereafter.

2. The parties hereto acknowledge that there are no minor children born of their marriage and therefore no provision need be made for custody, child support and visitation.

3. The current address of the Wife is as follows:

Letty Hammond Boucher
103 Park Glen Drive
Nashville, TN 37204

The current address of the Husband is as follows:

Robert Leon Boucher
Unit No. 40
3000 Hillsboro Road
Nashville, TN 37212

4. PERSONAL PROPERTY --

It is agreed that all furniture and furnishings and personal property has been divided to the satisfaction of each party at the time of execution of this Agreement. Therefore, each party shall be entitled as their sole and separate property to the furniture, furnishings, and personal property presently in their possession, free and clear of any further right, title, or claim of the other respective party not in possession.

5. AUTOMOBILES --

Wife shall maintain as her sole and separate property her 1984 Buick Riviera, with a present lien on the vehicle in favor of First Tennessee Bank, which Wife will assume, indemnify, and hold Husband harmless from any further liability. Husband shall be entitled to his 1987 Oldsmobile '98, free of any further right, title, or claim of the Wife. There is presently an indebtedness on this vehicle in favor of GMAC. Husband shall assume, indemnify, and hold Wife harmless from this indebtedness presently or hereinafter encumbering this vehicle.

6. DEBTS --

Wife shall assume, indemnify, and hold Husband harmless from the following debts:

Master Card, Acct. #5417 1121 0340 4348;
Bank Americard, Acct. #4024 0807 9410 3735;
Castner Knott, Acct. #26 242 867 48
Visa, Acct. #4271 3829 8012 7175
Visa, Acct. #4128 330 035 606
Dillard's, Acct. #06837447
Sears & Roebuck, Acct. #690518529571
First Tennessee Bank, Automobile loan, Acct. #9266479, 1984 Buick Riviera

Husband shall assume, indemnify, and hold Wife harmless from the following debts and obligations:

GMAC lien on Husband's 1988 Oldsmobile '98
American Express, Acct. # 3728 230377 81007
Exxon, Acct. #181 165 3045 4003
Texaco, Acct. #77 600 24138 13003

Neither party will make any further charges or otherwise create any further obligations on the other's credit cards or accounts assumed by that party, as set out in this paragraph, and hereby certify that no such charges have been made.

7. REAL ESTATE --

The Wife owns as surviving joint tenant[1], the following described real property in Nashville, Davidson County, Tennessee, described as follows:

> Being Unit No. 103 of Park Glen Condominiums, a horizontal property regime established by Master Deed of record in Book 6758 at page 379, the Plat of which is of record in Plat Book G250 at page 183, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being the same property conveyed to Letty H. Boucher and Leo B. Boucher, as joint tenants with the right of survivorship, from The Richter Company by Deed recorded in Book 6661, Page 981, Register's Office for Davidson County, Tennessee. The said Leo B. Boucher having since died, his interest having passed by operation of law by right of survivorship to Letty H. Boucher as surviving joint tenant. This conveyance is subject to taxes for the year 1985 and subsequent years, easements and restrictive covenants of record.

This is improved property known as 103 Park Glen Drive, in Nashville, Davidson County, Tennessee, 37204, Map and Parcel No. _____.

With regard to this property, it is agreed that this property shall be immediately listed for sale by Wife, and after the payment of the mortgage and all standard closing costs, the Wife shall receive as alimony in solido, all equity realized from such sale, the net equity being defined as all funds remaining after deduction of normal closing costs and real estate commissions. Such equity shall be Wife's sole and separate property without any further claim of right, title, or interest

---

[1]Leo B. Boucher was the father-in-law of the Wife, and Mr. Boucher's father, who is now deceased, having died on 11/18/87. Husband was never a titled owner to this property, although Husband did execute a Deed of Trust and mortgage note in favor of Zeitlin Financial Services, Inc., on 9/13/85, as of record in Book 6661, Page 984.

of the Husband. In addition, by execution of this Agreement, Husband hereby divests himself of any right, title, or interest that he may have in the foregoing real estate, and agrees, if requested by Wife, to execute a Quitclaim Deed, conveying any interest that he may have in said property to the Wife, free of any further claim of the Husband.

Robert Leon Boucher

Letty Hammond Boucher

Until such time as the house is sold, Husband shall pay to Wife as alimony in futuro, the sum of Fifteen Hundred and 00/100 Dollars ($1,500.00) per month, beginning immediately, in order to provide sufficient funds to pay the mortgage indebtedness. Wife shall continue to reside in the premises until said property is sold.

8. ALIMONY --

Robert Leon Boucher

Letty Hammond Boucher

As alimony in futuro, the Husband shall pay to the Wife for her financial support the sum of Five Hundred and 00/100 Dollars ($500.00) per month, until the death or remarriage of Wife, or pending further Orders of this Court, with the first payment due and payable within thirty (30) days after closing of the sale of the marital residence. Unless approved by this Court, such support shall not be reduced nor prorated.

9. LIFE INSURANCE --

As additional support and to fully secure a fund to Wife for the payment of alimony, Husband agrees to maintain in full force and effect the life insurance policy on his life in the face amount of $50,000.00, with Provident Life Insurance Company, Policy Number G-3509660, designating the Wife as beneficiary, to utilize those proceeds for Wife's support. The Husband shall be responsible for any insurance premiums due to maintain the aforementioned policy in full force and effect. It is further agreed that if there are any increases in the policy premium, the Husband shall be responsible for the payment of such additional premium increase. Husband agrees to furnish Wife a Certificate of Insurance for said policy within thirty (30) days of the entry of the Final Decree in this cause, and each year thereafter, or at any time upon reasonable request by Wife.

STATE OF TENNESSEE) COUNTY OF DAVIDSON)

Initialed and sworn to in front of Danette C Keith, a Notary Public, in and for said County and State, this 18th day of June, 1991, by Robert Leon Boucher.

X Robert Leon Boucher (Robert Leon Boucher)

Danette C Keith
NOTARY PUBLIC

My Commission Expires: _____

My Commission Expires JULY 13, 1992

Upon the termination of the Husband's obligation to pay alimony support under the terms of this Agreement or by law, Husband's obligation to maintain the Wife as beneficiary shall terminate and Husband shall be free to utilize the aforementioned policy in any manner he deems appropriate including changing of beneficiaries.

10. ACCEPTANCE BY THE PARTIES --

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligations are nondischargeable debts under 11 U.S.C. 523(5) of the Bankruptcy Code (or any corresponding provision in any other Bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations on the part of both parties are not a part of the property settlement. The division of the property is set forth elsewhere in the Marital Dissolution Agreement.

11. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is a division of property by co-owners.

12. Each party shall be responsible for his or her own debts that each party incurred after the parties' separation, except as provided herein, holding the other party harmless from any liability or obligation thereon. For any indebtedness not herein disclosed or set out, it is agreed that each party shall be responsible for that indebtedness in the same manner and under the same legal relationship and obligation as when those respective debts were incurred, except as otherwise stated in this Agreement.

13. As additional alimony support, Husband will reimburse Wife for her attorneys' fees expended in this matter in the amount of $500.00, which sum is reduced to judgment, for which execution may issue if necessary. In addition, the Court costs

shall be paid by the Husband, for which execution may also issue if necessary.

14. The Wife shall maintain her married name of Letty Hammond Boucher.

15. 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 from the other party 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.

16. 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.

17. 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 waives and relinquishes to the other all right or claims which they may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, rights 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 or jointly, or any property that either of them may acquire in the future.

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

19. In the event any provision of this Agreement shall be held invalid in a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

20. It is understood and agreed between the parties 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 and conditions of this Agreement.

21. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

22. It is agreed by and between the parties that the Wife may proceed with her Complaint for Absolute Divorce in the Probate Court for Davidson County, Tennessee, or any court of competent jurisdiction, on the grounds of irreconcilable differences and present the foregoing Agreement as evidence of the agreement between the parties in distributing the marital estate and resolving all matters involving the marital estate and shall be allowed to obtain a divorce in the Probate Court for Davidson County, Tennessee, or any other court of competent jurisdiction upon the grounds of irreconcilable differences.

IN WITNESS WHEREOF, we have hereunto set out signatures this the 23rd day of May, 1991.

Letty Hammond Boucher
LETTY HAMMOND BOUCHER, "WIFE"

Robert Leon Boucher
ROBERT LEON BOUCHER, "HUSBAND"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Ellen P. Busha, a Notary Public in and for said County and State, LETTY HAMMOND BOUCHER, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23 day of May, 1991.

MY COMMISSION EXPIRES:
Jan. 23, 1993

Ellen P. Busha
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Danette C. Leib, a Notary Public in and for said County and State, ROBERT LEON BOUCHER, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20th day of May, 1991.

MY COMMISSION EXPIRES:
My Commission Expires JULY 18, 1992

Danette C. Leib
NOTARY PUBLIC

2. That Husband will reimburse Wife for her attorneys' fees expended in this matter in the amount of $500.00, which sum is reduced to judgment, for which execution may issue if necessary. In addition, the Court costs shall be paid by the Husband, for which execution may also issue if necessary.

ENTER this 27 day of June, 1991.

JUDGE

APPROVED FOR ENTRY:

PHILIP W. DUER
ATTORNEY FOR PLAINTIFF
P. O. Box 3348
Nashville, TN 37219-0348
(615) 244-2070
Tennessee Supreme Court
Registration No. 4647

Mail

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been mailed by U. S. Mail, postage pre-paid, on this the 27th day of June, 1991 to the following:

Mr. Robert Leon Boucher
Unit No. 40
3000 Hillsboro Road
Nashville, TN 37212

Mr. Robert Leon Boucher
P. O. Box 623
Brentwood, TN 37027

PHILIP W. DUER

BOOK 8444 PAGE 363

4755.9

SEP 17 2 34 PM '91

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* 27th *day of* JUNE, *19* 91, *in Case Number* 91D-1097 *between* LETTY HAMMOND BOUCHER *Plaintiff, and* ROBERT LEON BOUCHER *Defendant, as same remains of record in Book* 62A, *Page* 759 *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* 12th *day of* SEPTEMBER *in the year one thousand nine hundred and* 91 *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By J Parrish *D.C.*

Form #GR-117