580/1953

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
1991 JAN -9 PM 3:16
GEORGE L. ROOKER, CLERK
K. Spurlock D.C.

SHIRLEY WEST NEWMAN,)
)
Plaintiff/Counter-Defendant,)
)
v.) No. 89D-1521
)
JAMES THOMAS NEWMAN,)
)
Defendant/Counter-Plaintiff.)

FINAL DECREE

BOOK 8452 PAGE 349

This cause came on to be heard on January 9, 1991 before the Honorable James R. Everett, Jr., Judge, upon the Counter-claim for absolute divorce filed on behalf of James Thomas Newman; upon the Marital Dissolution Agreement, which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of Mr. Newman and the statements of counsel, from all of which the Court affirmatively found that the allegations of Mr. Newman's Counter-claim are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle him to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; that the Complaint filed on behalf of Mrs. Newman has been dismissed; that Mr. Newman's current residence address is 2509 Winford Avenue, Nashville, Tennessee and Mrs. Newman's current residence address is 2402 Winford Avenue, Nashville, Tennessee; and that the sixty-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

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D. Durlock D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **SHIRLEY WEST NEWMAN**, hereinafter referred to as "Wife" against **JAMES THOMAS NEWMAN**, hereinafter referred to as "Husband" under Docket No. 89D-1521, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

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

(1) **CONSIDERATION:** The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE:** Each party shall be free from 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 or dwell with him or her.

(3) **TAX EXEMPT STATUS:** 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 represents a division of property by co-owners.

(4) **TRIAL:** Husband shall proceed to trial to obtain an Absolute Divorce upon the grounds of irreconcilable differences.

(5) **CUSTODY:** There are no minor children born of this marriage.

(6) **RESIDENCE:** All right, title and interest that Husband has, in and to, the martial home located at 2402 Winford Avenue, Nashville, Davidson County, Tennessee, shall be divested from him and reinvested in Wife in fee simple absolute. Wife shall assume all liabilities owing thereon, and hold Husband harmless from any responsibility thereon. Husband agrees to execute any documents necessary to effectuate said transfer.

(7) **ADDITIONAL PROPERTY:** All right, title and interest that Wife has, in and to, the property located at 2509 Winford Avenue, Nashville, Davidson County, Tennessee, shall be divested from her and reinvested in Husband in fee simple absolute. Husband shall assume all liabilities owing thereon, and hold Wife harmless from any responsibility thereon. Wife agrees to execute any documents necessary to effectuate said transfer.

(8) **VEHICLES:** All right, title, and interest which Wife has in and to the 1986 GMC Truck shall be divested from her and the sole and exclusive ownership shall be vested in Husband and he shall assume any and all indebtedness owing thereon and hold Wife harmless from any responsibility therefrom. All right, title, and interest which Husband has in and to the 1979 Cutlass shall be divested from him and the sole and exclusive ownership shall be vested in Wife and she shall assume any and all indebtedness owing thereon and hold Husband harmless from any responsibility therefrom.

(9) **WOODLAWN CEMETERY:** Each party shall be awarded their individual pre-need policy with Woodlawn Cemetery. These policies are in the form of irrevocable trusts.

Wife shall be awarded the cemetery lot acquired during the marriage on February of 1984. Wife shall also be awarded all right, title and interest to the August 1985 contract entered into by the parties for opening and closing services, two vaults and a marker. Husband agrees to execute any documents necessary to effectuate said provision.

(10) **DEBTS:** Each party shall be responsible for any debt which they have individually contracted for or otherwise incurred, except as otherwise set forth in this agreement.

(11) **HOUSEHOLD FURNITURE & FURNISHINGS:** All household furnishings and personal property situated at 2402 Winford Avenue, or otherwise in the possession of Wife, shall be awarded to her, free of any claim by Husband. All household furnishings and personal property situated at 2509 Winford Avenue, or otherwise in the possession of Husband, shall be awarded to him, free of any claim by Wife.

(12) **BANK ACCOUNTS:** Each party shall receive any and all funds on deposit in their respective checking and savings accounts, free of any claim by the other party.

(13) **ADDITIONAL ITEMS:** Wife shall be awarded the clay tiles to complete the floor in the rear entry and bathroom of the marital home. She shall also be awarded the shingles stored in Mrs. Alonzo's garage, and she shall use these to complete repairs on the marital home.

(14) **ALIMONY:** Both parties agree to waive any right to alimony, present and future.

(15) **ATTORNEY'S FEES:** Each party shall be responsible for their respective attorney's fees.

(16) **COURT COSTS:** Husband shall be responsible for all costs associated with this cause, for all of which execution may issue.

(17) **ENFORCEMENT PROVISION:** In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(18) **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 obligation is a nondischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

(19) **VOLUNTARY ACCEPTANCE:** The provision of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(20) **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties, and there are no representations,

warranties, covenants or undertakings other than those expressly set forth herein.

(21) **ESTATE WAIVER:** 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, curtsey, 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(22) **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

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* 9th *day of* January, *19* 91, *in Case Number* 89D-1521 *between* Shirley West Newman *Plaintiff, and* James Thomas Newman *Defendant, as same remains of record in Book* 58C, *Page* 1853 *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* 27th *day of* September *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

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

WITNESS OUR HANDS, this the 27 day of Nov., 1990, as to the Wife, and the 18 day of December, 1990, as to the Husband.

Shirley West Newman
SHIRLEY WEST NEWMAN

James Thomas Newman
JAMES THOMAS NEWMAN

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **SHIRLEY WEST NEWMAN**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 27th day of November, 1990.

Jackie E Reeves
NOTARY PUBLIC

My Commission Expires: 9/24/94

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **JAMES THOMAS NEWMAN**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 18 day of December, 1990.

Donna J Catlett
NOTARY PUBLIC

My Commission Expires: 5-8-91

5039S
IDENTIFICATION REFERENCE
SEP 30 9 40 AM '91

It is further ORDERED, ADJUDGED AND DECREED that Counter-Plaintiff, James Thomas Newman, shall be, and is hereby, awarded an absolute divorce from counter-/defendant, that he be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against James Thomas Newman.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

This the 9th day of [illegible] 1990.

James R. Everett, Jr., Judge

APPROVED FOR ENTRY:

FARRIS, WARFIELD & KANADAY

By: [signature]
James G. Martin III
Sup. Ct. No. 3083
Attorney for Counter-Plaintiff
James Thomas Newman,
Suite 1900
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Nashville, Tennessee 37219
615-244-5200

ROBERT L. JACKSON & ASSOCIATES

By: [signature]
David Garrett
Sup. Ct. 13248
Attorney for Counter-Defendant
Shirley West Newman
214 Second Avenue, North
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Nashville, Tennessee 37201
615-256-2602

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