2000/1693

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 8469 PAGE 688

FILED
1991 OCT 14 PM 12:15
GEORGE L. ROSS, CLERK
D.C.

COLLIER S. MILLER)
)
vs.) NO: 91D-2361
)
KATHLEEN P. MILLER)

FINAL DECREE OF DIVORCE

This cause came to be heard **on the 14th day of October, 1991,** before the Honorable Muriel Robinson-Rice, Judge of the Fourth Circuit Court in and for Davidson County, Tennessee, upon Complaint for Absolute Divorce filed by Collier S. Miller. It appears to the Court from testimony of complainant, statements of counsel and the entire record that the parties have entered into a signed notarized Marital Dissolution Agreement as provided for by T.C.A. § 36-4-103 and that the time prescribed by law has lapsed since the filing of the original Complaint, from all of which it is found that Husband is entitled to an absolute divorce from Wife on the ground of Irreconcilable Differences. Further, Husband has moved to amend his Complaint for Divorce to reflect his date of birth as being April 16, 1954 instead of April 16, 1991; and amend Paragraph II to state "Husband is entitled to an absolute divorce . . .", instead of Wife.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for an equitable settlement of any property rights between the parties. It is

THEREFORE ORDERED, ADJUDGED, AND DECREED that Husband's Complaint for Divorce shall be amended to state that he is entitled to an absolute divorce as set forth in T.C.A. § 36-4-101 and that his date of birth shall reflect April 16, 1954. It is

FURTHER ORDERED, ADJUDGED AND DECREED that Husband, Collier S. Miller, should be and hereby is awarded an absolute divorce from Wife, Kathleen P. Miller, on the ground of Irreconcilable Differences and 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 amended Marital Dissolution Agreement be approved and ratified in full, and incorporated in this Final Decree in toto as follows:

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GEORGE L. ROGERS, CLERK

AMENDED MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into by and between the parties **KATHLEEN P. MILLER**, hereinafter referred to as "Wife", and **COLLIER S. MILLER**, hereinafter referred to as "Husband", supercedes the Marital Dissolution Agreement filed with this Court on the 19th day of June, 1991 entered into by and between the parties, which shall be held for naught. **The parties agree that this agreement shall be controlling and agreed upon as follows:**

The parties entered into this agreement for the purpose of submission to the Court at the final hearing for absolute divorce upon's Husband's Petition and upon approval of the Court to be incorporated into the Final Decree.

WHEREAS, irreconcilable differences have arisen between the parties, rendering this marriage irrevocably broken; and

WHEREAS, there is presently pending a Complaint for Absolute Divorce in the Fourth Circuit Court for Davidson County, Tennessee, styled **Collier S. Miller** vs. **Kathleen P. Miller**, Docket Number **91D-2361.**

WHEREAS, in view of the parties' intention to live apart for the rest of their natural lives, the parties intend and it is the purpose of this agreement to provide for a just and equitable distribution of the parties' assets.

WHEREAS, all personal property belonging to the parties has been divided prior to the execution of this agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereby made, they agree as follows:

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

2. Husband shall proceed to trial on the ground of irreconcilable differences and submit the Marital Dissolution

Agreement herein for the consideration of the Court to be incorporated into the Final Decree should the divorce be granted.

3. Husband shall be divested of all right, title and interest which he may have in items of personal property belonging to and now in possession of Wife and said right, title and interest shall be vested in Wife solely.

4. The parties own real property located at 3620 Peninsula Court, Nashville, Davidson County, Tennessee, more fully described as follows:

> **BEING** Lot No. 7 on the plan of Priest Lake Park, Section Nine, as of record in Book 6900, Page 452, Register's Office for Davidson County, Tennessee.
>
> **BEING** the same property conveyed to Collier S. Miller and wife, Kathleen P. Miller, by Warranty Deed from Charles S. Wells, Jr. and wife, John Elizabeth C. Wells, as of record in Book 7926, Page 600, Register's Office for Davidson County, Tennessee.

All right title and interest shall be divested out of Husband and vested into Wife solely. Further, Wife shall be solely responsible for any indebtedness owed on the real property and shall hold Husband harmless thereon.

5. Wife shall be divested out of all right, title and interest which she may have in items of personal property belonging to and now in possession of Husband and said right, title and interest shall be vested in Husband solely.

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

7. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest 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 all assets in which they have an interest.

8. No modification or waiver of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver

of any subsequent breach or default of the same or similar nature and this provision cannot be waived by oral agreement.

9. Within a reasonable time after the execution of this contract, each of the parties obligates himself or herself to sign all necessary deeds, bills of sale, and other such instruments in order to effectuate the total transfer of legal title in and to the various properties hereby being divided between the parties, as part of the consideration of the parties'.

10. In consideration of this agreement, the Husband and Wife hereby release one another, their heirs, executors, administrators, and assigns and their property and estate from any and all rights of any kind and character for past and future support, maintenance, homestead dower, or courtesy rights or any statutory successors to such common law rights, any rights under the laws of inheritance, dissent and distribution, any claims to alimony or other support payments, pensions, and/or retirement funds, all rights to elect against the other's Will; and each party releases the other from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relations of the parties hereto except as expressly provided in this agreement; and each party is forever barred from having or asserting any such right, claim, demands or obligations at any time hereafter for any purpose except that these parties may assert all rights that are given under this agreement.

11. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify 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. 523(5) which is not dischargeable in bankruptcy as to the other party.

12. The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument free and

voluntarily and without duress and coercion. The parties further agree that they have made adequate and sufficient provision by written agreement for an equitable distribution of the parties' assets.

13. This Agreement shall be governed by the laws of the State of Tennessee and becomes effective upon signing.

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

15. Each party agrees to be responsible for any indebtedness incurred in his/her own name, unless specifically provided for otherwise herein, and each agrees to hold the other party harmless from same.

16. Wife shall be restored to her maiden name of "Price".

17. Each party shall be responsible for his/her own attorney's fees.

18. The costs of this cause shall be assessed against the Husband.

19. Husband is being represented in this action by C. Edward Fowlkes and Wife has been informed that it is perhaps in her best interest that she obtain counsel. Having been so advised, she has chosen not to obtain counsel at this time and enters into this agreement with due and proper consideration, fully understanding its terms and provisions.

20. Both parties waive service of process.

Kathleen P Miller
KATHLEEN P. MILLER

Collier S. Miller
COLLIER S. MILLER

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Kathleen P. Miller, with whom I am personally acquainted, and made oath that the statements contained in the foregoing Marital Dissolution Agreement are true to the best of her knowledge, information and belief.

This the 3 day of October, 1991.

NOTARY PUBLIC

My commission expires:

Sept 24, 1992

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Collier S. Miller, with whom I am personally acquainted, and made oath that the statements contained in the foregoing Marital Dissolution Agreement are true to the best of his knowledge, information and belief.

This the 30th day of September, 1991.

NOTARY PUBLIC

My commission expires:

09/26/92

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kathleen P. Miller shall be restored to her maiden name, **Kathleen Price.** It is

FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be assessed against the Husband for which execution shall issue if necessary.

ENTERED this 14th day of Oct, 1991.

HONORABLE MURIEL ROBINSON-RICE
Judge of Fourth Circuit Court

APPROVED FOR ENTRY:

C. EDWARD FOWLKES #5988
Attorney for Husband
One Church Street-Suite 300
Nashville, Tennessee 37201
(615) 242-3416

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded by U.S. Mail to Ms. Kathleen P. Miller, 3620 Peninsula Court, Nashville, TN. 37217 on this 14th day of Oct, 1991.

C. EDWARD FOWLKES #5988

xc: Mr. Collier S. Miller

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IDENTIFICATION REFERENCE

OCT 23 2 56 PM '91

KEITH T. MCCONNICO REGISTER
DAVIDSON COUNTY, TN

PICK-UP

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* 14TH *day of* OCTOBER, *19* 91, *in Case Number* 91D-2361 *between* COLLIER S. MILLER *Plaintiff, and* KATHLEEN P. MILLER *Defendant, as same remains of record in Book* 200C, *Page* 1693 *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* 23RD *day of* OCTOBER *in the year one thousand nine hundred and* NINETY-ONE *and in the* 216TH *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Clay Rawlins *D.C.*

Form #GR-117