IN THE 4th Circuit COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA DARLENE GAY,
Plaintiff,

vs.

NEWTON KELLY GAY,
Defendant.

NO. 91D-4124

91-10
34

FINAL DECREE

This cause came on to be heard on the 14th day of January, 1992, upon the plaintiff's Complaint for Absolute Divorce, upon the written and notarized Marital Dissolution Agreement executed by the parties, the testimony of the plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce, and provided for by T.C.A. Sec. 36-4-101 (11).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and more specifically, the terms of that Agreement are as follows:

7.8.92 5.

IDENTIFICATION REFERENCE

JAN 24 9 21 AM '92

DAVIDSON COUNTY, TN

MAIL ENV.

4th
IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA DARLENE GAY	)	
	)	
vs.	)	NO. 91D-4124
	)	
NEWTON KELLY GAY	)	

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 18th day of October, 1991, by and between LINDA DARLENE GAY, hereinafter referred to as "Wife", and NEWTON KELLY GAY, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Agreement will be used in a Circuit Court Divorce action, Docket No. 91D-4124, the parties do agree as hereinbelow set out:

1. The only real property in which the parties share a joint interest is a house and lot located at 5842 Leslie Avenue, Nashville, Davidson County, Tennessee 37209. With regard to said real property, the parties agree as follows:

(a) The Wife shall have all right, title and interest in and to said real property; and the Husband agrees to make no claim on said real property.

(b) The Wife hereby agrees to be solely responsible for the timely repayment of the mortgage indebtedness, taxes insurance and maintenance on said real property; and she shall hold the Husband harmless therefrom.

(c) The Husband hereby agrees to execute a Quitclaim Deed in favor of the Wife wherein he shall convey all of his

right, title and interest in and to said real property to the Wife.

(d) The parties hereby agree to sign any other documents necessary in order to effectuate the provisions herein.

2. The 1979 Dodge Ram pickup driven by the Husband and the 1989 Pontiac Grand Am vehicle and 1982 Chevrolet Chevelle vehicle driven by the Wife, which are currently titled in their respective names, shall be their separate property; and each party agrees to be solely responsible for any debts or encumbrances secured by their respective vehicles.

3. The Husband hereby agrees to be solely responsible for a joint debt in both parties' names in favor of ABC Credit Company, with an approximate balance of $1,00.00. The Husband hereby agrees to hold the Wife harmless from said joint debt and the Husband shall have ownership of the Amana refrigerator which said debt purchased.

4. The Wife shall have possession of the furniture in said marital residence which she purchased and brought into the marriage.

5. All interest in any tangible personal property owned by the parties not described herein and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

6. The parties hereby agree that except as otherwise stated herein, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

7. The Wife shall restore the use of her previous married name, namely: Linda Darlene Sprouse.

8. Both parties hereby agree that by signing this Agreement7 they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

9. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Linda Darlene Gay
LINDA DARLENE GAY

Newton Kelly Gay
NEWTON KELLY GAY

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, LINDA DARLENE GAY, with whom I am personally acquainted, and who acknowledged to me that she signed the within MARITAL DISSOLUTION AGREEMENT as her free act and deed for the purposes therein contained, this 8 day of June, 1991.

NOTARY PUBLIC

My commission expires:
5/22/92.

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, NEWTON KELLY GAY, with whom I am personally acquainted, and who acknowledged to me that he signed the Within MARITAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained, this 18th day of October, 1991.

NOTARY PUBLIC

My commission expires:
7-24-93.

IT IS THEREFORE, ORDERED that the bonds of matrimony binding the parties hereto be absolutely and forever dissolved and that the plaintiff is hereby awarded an Absolute Divorce; and that each of the parties' being Linda Darlene Gay, 5832 Leslie Avenue, Nashville, Tennessee 37209; and Newton Kelly Gay, 712 Croley Drive, Nashville, Tennessee 37209, be vested with all the rights and privileges of an unmarried person, including restoration of the Wife's previous married name: Linda Darlene Sprouse. That the parties' Marital Dissolution Agreement is ratified and made a part of this Final Decree; and that the costs of this cause be assessed against the plaintiff.

For all of which execution may issue as necessary.

ENTER, this 14th day of Jan, 1992.

JUDGE

SUBMITTED FOR ENTRY:

TED P. WALKER #13602
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
615/244-7707

CERTIFICATE OF SERVICE

I, HEREBY CERTIFY that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid to defendant at the above address this 13th day of Jan, 1992.

TED P. WALKER

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BOOK 8534 PAGE 637

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* January, *19*92, *in Case Number* 91D-4124 *between* LINDA DARLENE GAY *Plaintiff, and* NEWTON KELLY GAY *Defendant, as same remains of record in Book* 202C, *Page* 1824 *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* 24th *day of* January *in the year one thousand nine hundred and* Ninety-Two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By M C Beakley *D.C.*

Form #GR-117