2013/1398

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 NOV 18

MARILYN JOYCE LEWIS,	]	
Plaintiff/Counterdefendant,	]	
vs.	]	NO. 89D-4778
JOHN WARNER LEWIS,	]	
Defendant/Counterplaintiff.	]	BOOK 8543 PAGE 361

FINAL DECREE

This cause came on to be heard on the 13th day of November, 1991, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Plaintiff's Complaint for Absolute Divorce from the bonds of matrimony, the Marital Dissolution Agreement, testimony of the Plaintiff, and the entire record in this cause, from all of which this Court affirmatively finds that the said Marital Dissolution Agreement for an equitable settlement of property rights between the parties and approves said Agreement. The Court further finds that a divorce should be granted to the wife on the grounds of irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the bonds of matrimony heretofore existing and subsisting between the parties be and are hereby perpetually dissolved and the wife restored to all rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement executed by and between the parties be and is hereby approved by the Court and judgment rendered thereon in the form and substance as set forth hereinafter:

81653

IDENTIFICATION REFERENCE

FEB 5 8 30 AM '92

DAVIDSON COUNTY, TN

8333 02/05 0101 01CASH 27.00

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARILYN JOYCE LEWIS,	]	
Plaintiff/Counterdefendant,	]	
vs.	]	NO. 89D-4778
JOHN WARNER LEWIS,	]	
Defendant/Counterplaintiff.	]	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **MARILYN JOYCE LEWIS**, hereinafter referred to as "Wife", against **JOHN WARNER LEWIS**, hereinafter referred to as "Husband", under Docket No. 89D-4778, 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 that a Decree of Divorce is granted in this cause, and

WHEREAS, both 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. **TRIAL**: Wife shall proceed to trial to obtain an uncontested absolute divorce upon the grounds of irreconcilable differences.

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 the divorce and is not a sale or exchange or other disposition, but is an equal division of property by co-owners.

4. **REAL PROPERTY**: The parties agree as follows:

A. All right, title, and interest that Wife has in the following real property shall be divested out of Wife and

shall vest in the sole name of Husband, free of any further right, title, and claim of Wife; and Husband shall assume all responsibility and liability for the payment of mortgages, property taxes, and any additional encumbrances secured by said properties:

(1) 1315 Dickerson Road, Nashville, Tennessee, being a commercial lot and concrete block building.

(2) 1216 Pennock Avenue, Nashville, Tennessee, being residential lot and frame duplex.

(3) 1201 Pennock Avenue, Nashville, Tennessee, being residential lot and three-bedroom frame home.

B. All right, title, and interest that Husband has in the following real property shall be divested out of Husband and shall vest in the sole name of Wife, free of any further right, title, and claim of Husband; and Wife shall assume all responsibility and liability for the payment of mortgages, property taxes, and any additional encumbrances secured by said property:

(1) 4.3 +/- acres and frame house located at 5535 Pettus Road, Antioch, Tennessee

(2) 2.3 plus or minus acres located at 5537 Pettus Road Antioch, Tennessee.

(3) Two acres and mobile home, Route 2, McCall Creek, Franklin County, Mississippi

C. Husband and Wife shall continue to own the following property as tenants-in-common subject to the following terms and conditions:

(1) 15.83 +/- acres located on Blue Hole Road, Antioch, Tennessee
The parties agree that they shall be equally responsible for the payment of the existing mortgage in the amount of $5,000.00 plus interest which matures March, 1992; and, further, that the parties are to be equally responsible for the payment of property taxes until the sale of same. The parties agree that this property shall not be sold until and unless said real estate produces a net profit of no less than $160,000.00. Upon the sale of the property, Husband and Wife shall be reimbursed payments expended by the respective party on the mortgage, taxes, or other required expenses.

5. **PERSONAL PROPERTY**: Husband and Wife have made an equitable division of their personal property as follows:

A. Wife hereby gives and relinquishes any claim that she has to personal property now in the possession of Husband, being tools and equipment, 1985 Ford Ranger pickup truck, 1978 Ford truck, 1976 Chevy step-van, all furnishings contained within the one bedroom side of the duplex at 1216 Pennock Avenue, Nashville, Tennessee, one television set, and two VCRs; except that Husband shall return to Wife her antique sofa and chair.

B. Husband hereby gives and relinquishes any claim to all other household furniture and furnishings, tools, saws, and equipment, 1989 Cadillac Sedan DeVille, and personal property of Wife.

Any debts secured by any of the above-mentioned personal property shall become the debt of the party taking possession and shall indemnify and hold the other party harmless thereon.

6. **PERSONAL INDEBTEDNESS**: The parties agree that any indebtedness incurred by either party subsequent to the filing of Wife's Complaint for Divorce and not disclosed in this Agreement shall be the sole and separate responsibility of the party incurring said indebtedness and said party shall indemnify and hold the other party harmless on said indebtedness, except that Husband shall be responsible and shall pay the American Express/Optima credit card and shall hold Wife harmless thereon and indemnify her therefor.

7. **MORTGAGE NOTE INCOME**: The parties hold a second mortgage on property located at 1201 - 1203 North First Street, Nashville, Tennessee, which is payable in the amount of $260.33 per month, which monthly payment shall be collected by Wife and paid to her to be her sole property until the call date of May 1, 1994, at which time the remaining balance of approximately $18,500.00 becomes due. Upon payment of the balance of the mortgage note, the proceeds of approximately $18,500.00 shall be split equally between Husband and Wife. Should litigation be necessary to enforce the

terms of said mortgage note, both Husband and Wife shall be equally responsible for costs incurred thereby.

8. **COURT COSTS**: Husband and Wife agree to be equally responsible for and each shall pay one-half of all court costs in connection with the litigation of this cause.

9. **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 §523 (a)(5) of the Bankruptcy Reform Act of 1978 (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 property settlement agreement.

10. **FAIRNESS OF AGREEMENT**: The parties acknowledge that the provisions of this Agreement for support and maintenance are fair, equitable, and satisfactory, and in keeping with their accustomed standard of living and reasonable requirements.

11. **VOLUNTARY ACCEPTANCE**: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and each party acknowledges that the Agreement fully, adequately, and sufficiently provides for the equitable settlement of the parties' property rights and marital rights; that it is being entered into voluntarily; and that it is not the result of any duress or undue influence.

12. **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.

13. **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 the same voluntarily.

14. **EFFECTIVE DATE OF AGREEMENT:** The parties agree that the Marital Dissolution Agreement shall become fully effective and shall bind the parties upon the signing of the Agreement by both parties. However, the parties agree that Wife, at her election, may continue to collect the rental monies and pay debts until such time as the Final Decree of Divorce is entered by the Court.

15. **ALIMONY WAIVER:** Wife hereby waives all further claims for alimony, past, present, or future.

16. **NON-COMPLIANCE:** Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver, or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

17. **RESTRAINING ORDER:** A permanent Restraining Order shall be entered by the Court restraining and enjoining Husband from coming around Wife or her residence or wherever she may be employed for the purpose of harassing, threatening, intimidating, or otherwise physically or verbally abusing her.

18. **COUNSEL OF RECORD:** Upon the entry of the Final Decree in this cause, the attorneys of record shall be released of any further representation of their respective client, and shall no longer be held as surety for subsequent court costs.

WITNESS OUR HANDS, this the 31st day of October, 1991 as to Wife, and the 31st day of October, 1991, as to Husband.

Marilyn Joyce Lewis
MARILYN JOYCE LEWIS

John Warner Lewis
JOHN WARNER LEWIS

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **MARILYN JOYCE LEWIS**, who made oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this the 31st day of October, 1991.

Margie DeMoss
NOTARY PUBLIC

My Commission Expires: 3/3/92

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **JOHN WARNER LEWIS**, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 31st day of October, 1991.

Margie DeMoss
NOTARY PUBLIC

My Commission Expires: 3/3/92

APPROVED FOR ENTRY:

Mary Ann Reese
MARY ANN REESE, #7190
Attorney for Wife
3805 Gallatin Road
Nashville, TN 37216
Phone: (615) 228-2502

Dan R. Alexander
DAN R. ALEXANDER, #7065
Attorney for Husband
1205 Eighth Avenue South
Nashville, Tennessee 37203
Phone: (615) 254-6300

The costs of this cause shall be divided equally between Husband and Wife for which execution may issue if necessary.

ENTER this 14th day of November, 1991.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

MARY ANN REESE, #7190
Attorney for Wife
3805 Gallatin Road
Nashville, TN 37216
Phone: (615) 228-2502

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Order has been mailed, postage prepaid, to Dan R. Alexander, Attorney at Law, 1205 Eighth Avenue South, Nashville, Tennessee 37203, this 13 day of November, 1991.

MARY ANN REESE

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* Eighteenth *day of* November, *19* 91, *in Case Number* 89D-4778 *between* Marilyn Joyce Lewis *Plaintiff, and* John Warner Lewis *Defendant, as same remains of record in Book* 201B, *Page* 1398 *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* 20th *day of* December *in the year one thousand nine hundred and* Ninety-one *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D. Clary *D.C.*

Form #GR-117

BOOK 8543 PAGE 369

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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TENNESSEE DEPARTMENT OF HEALTH & ENVIRONMENT

CERTIFICATE OF DIVORCE OR ANNULMENT

RULE DOCKET NO. 89D-4778

STATE FILE NUMBER

HUSBAND

1. HUSBAND'S NAME (First, Middle, Last): John Warner Lewis

2a. RESIDENCE—STATE	2b. COUNTY	2c. CITY, TOWN, OR LOCATION
Tennessee	Davidson	Nashville

2d. STREET AND NUMBER	3. BIRTHPLACE (State or Foreign Country)	4. DATE OF BIRTH (Month, Day, Year)
1201 Pennock Avenue	Tennessee	11/13/39

WIFE

5a. WIFE'S NAME (First, Middle, Last)	5b. MAIDEN NAME
Marilyn Joyce Lewis	Martin

6a. RESIDENCE—STATE	6b. COUNTY	6c. CITY, TOWN, OR LOCATION
Tennessee	Davidson	Antioch

6d. STREET AND NUMBER	7. BIRTHPLACE (State or Foreign Country)	8. DATE OF BIRTH (Month, Day, Year)
5535 Pettus Road	Mississippi	10/13/45

MARRIAGE

9a. PLACE OF THIS MARRIAGE—STATE (or Foreign Country)	9b. COUNTY	9c. DATE OF THIS MARRIAGE (Month, Day, Year)	10. DATE COUPLE LAST RESIDED IN SAME HOUSEHOLD (Month, Day, Year)
Tennessee	Davidson	3/17/79	8/31/87

11a. NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (Specify)	11b. CHILDREN UNDER 18 IN THIS FAMILY (Specify)	11c. NUMBER OF CHILDREN UNDER 18 WHOSE PHYSICAL CUSTODY WAS AWARDED TO
-0-	-0-	X No Children Husband ___ Wife ___ Joint (Husband/Wife) ___ Other ___

12. PETITIONER	13a. NAME OF PETITIONER'S ATTORNEY (Type or Print)	13b. ADDRESS (Street or R.F.D. No., City or Town, State, Zip)
1 Husband 2X Wife 3 Both 4 Other (Specify)	Mary Ann Reese	3805 Gallatin Road, Nashvi TN 37216

DECREE

14a. I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON (Month, Day, Year)	14b. TYPE OF DECREE	14c. WAS MAIDEN NAME OR PREVIOUS LEGAL SURNAME RESTORED? (Specify Name)
11-15-89	1 X Absolute 2 Limited 3 Annulment	No

14d. COUNTY OF DECREE	14e. TITLE OF COURT	14f. DATE OF RECORDING DECREE (Month, Day, Year)
Davidson	1 X Circuit 2 Chancery 3 General Sessions 4 Probate 5 Other (Specify)	11-15-89

14g. SIGNATURE OF CERTIFYING COURT OFFICIAL	14h. TITLE OF CERTIFYING COURT OFFICIAL	14i. DATE SIGNED BY CERTIFYING COURT OFFICIAL (Month, Day, Year)
BY: D. Edmondson D.C.	Clerk	11-15-89

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CONFIDENTIAL INFORMATION

	15. Race—American Indian, Black, White, etc. (Specify below)	16. Number of This Marriage First, Second, Etc. (Specify)	17. If Previously Married, Last Marriage Ended (Specify below)	18. Education—Specify Highest Grade Completed: Elementary or Secondary (0-12)	18. Education—Specify Highest Grade Completed: College (1-4 or More)
HUSBAND	15a White	16a 3rd	17a 1 Not previously married 2 By death X By Divorce or Annulment	18a 10	
WIFE	15b White	16b 2nd	17b 1 Not previously married 2 By death X Divorce or Annulment	18b 12	

1 89