149-5/91.00 630/1776

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 JUL 23 PM 3:51

GEORGE [illegible]

SONA LEE WEIMER
Plaintiff

vs.

BRUCE WANE WEIMER
Defendant

No. 91D-1240

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FINAL DECREE OF DIVORCE

This cause came to be heard on this 23rd day of July 1991 before the Honorable Judge of the Probate Court of Davidson County, Tennessee upon a Complaint for an absolute divorce based on Irreconcilable Differences filed by the Plaintiff, a marital dissolution agreement signed by the parties and notarized which has been filed with the Court, testimony of the Plaintiff in open Court, and upon the entire record. From all of the above the Court finds that the marital dissolution agreement entered into by and between the parties makes a adequate and sufficient provisions for the custody and maintenance of the minor child of the marriage and also makes fair and equitable distribution of the property of the marriage and therefore should be approved by the Court. The Court is further of the opinion that the Plaintiff should be granted an absolute divorce based on irreconcilable differences and the parties should be restored to all the rights and privileges of unmarried persons.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff be granted an absolute divorce on the grounds of Irreconcilable Differences and the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the marital dissolution agreement entered into by and between the parties and filed with this Court be approved by the Court and made the Order of this Court. The said marital dissolution agreement is found to make adequate and sufficient provisions for the custody and maintenance of the minor child of the marriage and is also found to make a fair and equitable distribution of the property of the marriage and therefore is incorporated into this order and made the order of this Court, to wit:

MARTIAL DISSOLUTION AGREEMENT -3

This agreement is made between SONA LEE WEIMER, hereinafter called Wife, and BRUCE WANE WEIMER, ~~hereinafter~~ called Husband.

WITNESSETH:

WHEREAS, these parties have been married since January 10, 1983, and there has been born of this union one minor child, namely Celia Marie Weimer, born November 4, 1984; and,

WHEREAS, the Wife is filing for an absolute divorce based on irreconcilable differences in the Circuit Court for Davidson County, Tennessee being Civil Action No. 91D-1240 and it is the intent of the parties that this martial dissolution agreement be presented to the Court and made the order of the Court for the purpose of dividing all rights, and personal property of the marriage, and

NOW, THEREFORE, inconsideration of the mutal promises, covenants, and undertakings hereinafter more fully set forth for other good and valuable considerations, the parties agree as follows:

1. All personal property now in the possession of Wife shall be her property exclusively free and clear of any claim of the Husband. All personal property now in the possession of the Husband shall be his property free and clear of any claim of the Wife. The parties have previously divided all personal property to their satisfaction.

2. Neither party makes any claims for alimony.

3. The parties agree that the Husband shall be responsible for making all payments to Southtrust Bank and to Chase which are credit accounts owing approximately $3,630.00. The parties further agree that the Wife shall be responsible for making payments to Dillards, Castner, and Sears on credit accounts totalling approximately $1,013.00. The Husband will be solely responsible for any and all monies due to Southtrust Bank and to Chase. The Wife will be solely and exclusively responsible for any and all monies

due to Dillards, Castner, and Sears Department Store. Each party agrees to indemnify and hold the other harmless from any liability resulting from the failure to pay said debts when due.

4. Each party shall be solely and exclusively responsible for any debts or obligations which he or she now owes or is obligated for or which has been contracted for except as is herein specifically provided for. Any debt made by either party after the signing of this agreement shall be the sole and exclusive responsibility of the party making the debt or oligation and the party making such debt or obligation shall hold the other party harmless against loss.

5. The Wife shall have custody and control of the minor child of the marriage, Celia Marie Weimer, and the Husband shall have liberal reasonable visitation rights.

6. The Husband shall pay to the Wife, as and for child support, the sum of $600.00 per month which is more than twenty-one percent of the net income of the Husband and this payment will not be prorated or reduced or altered without order of the Court.

7. That the Wife and Husband share the attorney's fees and Court costs.

8. The Plaintiff shall own all right, title, claim, and interest in and to real property located at 4909 Barclay Square Drive, Antioch, Tennessee 37013 further described, to wit:

> LAND in Davidson County, Tennessee, being Lot No. 111 on the plan of Section One, Terragon Trails, of record of Book 4860, page 61, Register's Office for said County.
>
> SAID Lot No. 111 fronts 66.31 feet on the broken southwesterly margin of Barclay Square Drive and extends back 120.00 feet on the northwesterly line and 120.00 feet on the southeasterly line to a dead line in the rear, measuring 73.47 feet thereon.
>
> BEING the same property conveyed to Terry Best and wife, Diane Best by deed from Richard L. Working and wife, Nancy E. Working of record in Book 5993, page 3, Register's Office of Davidson County, Tennessee.
>
> BEING the same property conveyed to Bruce W. Weimer and wife, Sona L. Weimer by deed from Terry Best and wife, Diane Best of record in Book 7690, page 297, in the Register's Office of Davidson County, Tennessee.

The property herein conveyed is subject to restrictive covenants of record in Book 4967, page 406, said Register's Office, and to the matters set forth in the above referenced plan of record.

All right, title and interest in and to this real property shall be and is divested out of Bruce W. Weimer and vested in Sona L. Weimer.

Each party has read this Agreement fully including the prior pages and this third page and agrees with each part of the Agreement and the Agreement as a whole and each party understands that if approved by the Court, this Agreement will become the order of the Court and will thereafter be enforceable as the order of the Court. Each party attests that he/she has had ample opportunity to investigate and discover any assets of the other party and each certifies hereby that no effort to conceal assets has been made or encountered and each party enters this Agreement fully satisfied that he/she has all the information or discovery necessary and proper to make an informed decision on signing this Agreement.

WITNESS OUR HANDS AND SEALS to this 3rd page of this Marital Dissolution Agreement in Nashville, Davidson County, Tennessee on this 15th day of March 1991.

Husband: Bruce Wane Weimer

Wife: Sona Lee Weimer

State of Tennessee)
County of Davidson)

Personally appeared before me, Michelle Ann Neal a Notary Public in Nashville, Davidson County, Tennessee the above named, Bruce Wane Weimer and Sona Lee Weimer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they each executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee on this 15th day of March 1991.

My Commission Expire: March 26, 1994

Michelle Ann Neal
Notary Public

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the costs of the cause are taxed to the Defendant in accordance with the marital dissolution agreement. For all of which let execution issue if necessary.

Entered this 23 day of July 1991.

JUDGE PROBATE COURT

Approved for entry:

Dan R. Alexander
Attorney at Law
1205 8th Avenue South
Nashville, Tennessee 37203
Tel. 254-6300 BAR REG #7065

Certificate of Service

I certify that a true and exact copy of the above order was mailed to the Defendant, Bruce Wane Weimer, at 2024 Barke Sta Road, Goodlettsville, Tennessee 37072 on this 23rd day of July, 1991.

Dan R. Alexander

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IDENTIFICATION REFERENCE

FEB 14 10 05 AM '92

JOE Z. WILSON II REG.
DAVIDSON COUNTY, TN

PICK-UP

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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* 23rd *day of* July, *19*91, *in Case Number* 91D-1240 *between* Sona Lee Weimer *Plaintiff, and* Bruce Wane Weimer *Defendant, as same remains of record in Book* 62C, *Page* 1976 *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* 22nd *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 Bell Ruggs *D.C.*

Form #GR-117