BOOK 8600 PAGE 942

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND PERFECT COPY OF ORIGINAL INSTRUMENT ON FILE IN THIS CASE.

3 DAY OF April 1990

JIMMY CARTER MARTIN, CLERK

IN THE GENERAL SESSIONS COURT FOR WILSON COUNTY, TENNESSEE

JOYCE ANN HOWELL)
Plaintiff)
VS.) Docket Number: 7384
JERRY EUGENE HOWELL)
Defendant)

016-00-0 ORDER FILED
098.00 APR 5 1990

JIMMY CARTER MARTIN
General Sessions Court Clerk
Wilson County

FINAL DECREE OF DIVORCE

This cause came on to be heard on April 5, 1990, before the Honorable Robert P. Hamilton, Judge of the General Sessions Court for Wilson County, Tennessee, upon the Complaint of Joyce Ann Howell for an Absolute Divorce upon the grounds of irreconcilable differences, with no Answer or other responsive pleading having been filed by Defendant within the time allowed by law, and so the matter being taken as confessed; and upon a written, notarized Marital Dissolution Agreement executed by Plaintiff and Defendant, and upon the testimony of Plaintiff and counsel in open Court; and upon the entire record in this cause, from all of which the Court finds that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Plaintiff to an Absolute Divorce on said grounds; and the Court further finding that the Marital Dissolution Agreement executed by the parties does make adequate and sufficient provision for the equitable settlement of any property rights between the parties, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore, it is hereby

ORDERED, ADJUDGED and DECREED that the Plaintiff, Joyce Ann Howell, is awarded an Absolute Divorce from the Defendant, Jerry Eugene Howell, on the grounds of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved restoring the parties to all the rights and privileges of unmarried persons. It is further

ORDERED, ADJUDGED and DECREED that the written, notarized Marital Dissolution Agreement dated November 2, 1989, by Defendant and January 26, 1990, by Plaintiff, should be and the same hereby is, incorporated into and made a part of this Final Decree of Divorce by reference and attachment, as fully as if reproduced verbatim herein, to wit:

IN THE GENERAL SESSIONS COURT FOR WILSON COUNTY, TENNESSEE

JOYCE ANN HOWELL)
)
Plaintiff/Wife)
)
)
VS.) Docket Number 1384
)
)
)
JERRY EUGENE HOWELL)
)
Defendant)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into on the date(s) set forth beside the signatures below, by and between Joyce Ann Howell, hereinafter referred to as "Wife", and Jerry Eugene Howell, hereinafter referred to as "Husband", as follows:

WHEREAS, Wife is filing suit for an absolute divorce from Husband in the General Sessions Court for Wilson County, Tennessee, on the grounds of irreconcilable differences, with a Docket Number to be assigned by the Court Clerk at the time of filing and to be entered into the space provided above; and

WHEREAS, both Husband and Wife desire to fix their respective rights and duties and all other matters relating to the division of their personal assets and liabilities of whatever nature; and

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the grounds of irreconcilable differences; and

WHEREAS, Husband acknowledges that this Agreement, when notarized, shall also serve as statutory service of process upon him in lieu of personal service, and both Husband and Wife agree to the venue of this cause; so

WHEREFORE, in final settlement, adjustment and compromise of all matters relating to property rights, alimony, and all other matters relating to or arising out of the marriage relationship, and in consideration of the mutual promises and covenants herein set forth, Husband and Wife mutually covenant and agree as follows:

1. Wife shall have as her sole and private property, free and clear from any claim by Husband, all of her clothing and items of strictly personal use.

2. Husband shall have as his sole and private property, free and clear from any claim by Wife, all of his clothing and items of strictly personal use.

3. Husband and Wife agree that they have previously divided the balance of their personal property and obligations.

4. Husband agrees that Wife shall be vested with fee simple title to the parties' jointly owned real property on Crocker Springs Road in Joelton, Tennessee, and Husband shall be divested of any and all right title or interest in said property. Wife agrees to assume and promises to pay any and all outstanding indebtednesses owed against said property.

5. Husband and Wife agree that from and after the date of this Agreement, each shall be solely responsible for his or her own debts and obligations, except as may otherwise be specifically set out in this Agreement. Neither party shall be authorized to incur any debt, liability or obligation on behalf of the other, and each agrees to indemnify and hold the other harmless from any such debts, liabilities and obligations.

6. Husband and Wife each agree to execute any documents or instruments which are, or may become, necessary to implement the terms and intents of this Agreement.

7. Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and each party accepts said terms in full and final settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

8. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Code, this obligation being part of the 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.

9. Husband acknowledges that Attorney Dean Robinson represents Wife, and not Husband; that Husband understands his right to consult with or be represented by his own attorney now, or at any time during this divorce case; that Husband executes this Agreement of his own free will, and is not relying upon any promises or representations made by Wife's attorney. The parties further acknowledge that each of them have sought and obtained independent tax advice and do not rely upon representations by either of their respective legal counsel as to the consequences of any taxable event created herein.

This Agreement shall be submitted to the Judge of the General Sessions Court for Wilson County, Tennessee, and if approved shall be incorporated into any Final Decree of Divorce granted on the

grounds of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

WITNESS OUR HANDS the date(s) set forth below.

Joyce Ann Howell
JOYCE ANN HOWELL

1-26-90
Date

Jerry Eugene Howell
JERRY EUGENE HOWELL

11-2-89
Date

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Joyce Ann Howell, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Marital Dissolution Agreement as "Wife", for the purposes therein contained, this the 26th day of ~~November~~ JANUARY, 1990, at Mt. Juliet, Tennessee.

Dean Roberson
NOTARY PUBLIC

My Commission Expires: 10-6-91

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Jerry Eugene Howell, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Marital Dissolution Agreement as "Husband", for the purposes therein contained, this the 2nd day of November, 1989, at Mt. Juliet, Tennessee.

Dean Roberson
NOTARY PUBLIC

My Commission Expires: 10-6-91

0 1 4 7. 4.
IDENTIFICATION REFERENCE
APR 14 12 31 PM '90
DAVIDSON COUNTY, TN

It is further **ORDERED** that the costs of this cause be taxed against the Plaintiff, for which execution may issue if necessary, and that the costs previously deposited with the Clerk by Plaintiff be applied to said final costs.

ENTER this the 5 day of April, 1990.

ROBERT P. HAMILTON

APPROVED FOR ENTRY:

DEAN ROBINSON
Attorney For Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been sent by U. S. Mail, postage prepaid, to the Defendant, Jerry Eugene Howell, at 4110 Premier Drive, Murfreesboro, Tennessee 37129, this the 5th day of April, 1990.

DEAN ROBINSON
Attorney For Plaintiff

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