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GEORGE L. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

CHARLES EDWARD HACKNEY
COMPLAINANT

versus

LOLA MARGARET HACKNEY
DEFENDANT

Docket No. 88D-740

BOOK 8624 PAGE 373

FINAL DECREE

This cause came to be heard on this the 21st day of June, 1988, before the Honorable Muriel Robinson upon the Original Complaint, the testimony of the Complainant heard in open Court, and the entire Record, from all of which it appears to the satisfaction of the Court that the allegations of the Original Bill are fully sustained by the proof; the Complainant and Defendant were married on February 20, 1983, in Davidson County, Tennessee, and that the Complainant has been a resident of Tennessee for more that six months preceding the filing of this Bill, and it further appears to the Court that Irreconcilable Differences exist between the Parties pursuant to Tennessee Code Annotated, Section 36-4-101(11);

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the Complainant and Defendant be, and the same hereby are, absolutely and forever dissolved, and the Complainant be, and hereby is, granted an absolute divorce from the Defendant and the Parties are restored to all the rights and privileges of unmarried persons;

IT FURTHER APPEARING to the Court that the Parties have entered into a Marital Dissolution Agreement, the same having been filed as part of the Record in this cause, and the Court has reviewed the same and the Court has affirmatively found that the Parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the Parties and does ratify and approve said Agreement, and said property shall be divided pursuant to the Marital Dissolution Agreement, which is as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE BOOK 8624 PAGE 374

CHARLES EDWARD HACKNEY)
COMPLAINANT)
)
versus) Docket number 88D740
)
LOLA MARGARET HACKNEY)
DEFENDANT

MARITAL DISSOLUTION AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, entered into and executed this 19th day of May, 1988, in the County of Davidson and State of Tennessee by and between CHARLES EDWARD HACKNEY,hereinafter referred to as "HUSBAND" and LOLA MARGARET HACKNEY, hereinafter referred to as "WIFE,"

W I T N E S S E T H :

WHEREAS, the Parties hereto are HUSBAND and WIFE and are experiencing certain marital difficulties, and each believes that there are irreconcilable differences between them, and as a result of these differences the Parties are not living together as husband and wife, and the HUSBAND has filed for an Absolute Divorce against the WIFE in the Circuit Court for Davidson County, Tennessee under Docket Number 88D740; and,

WHEREAS, it is the intention of the Parties that their marriage be terminated on the grounds of Irreconcilable Differences, pursuant to Tennessee Code Annotated Section 36-4-101 (11), and whereas there are no children born of this marriage and still of minor age,

NOW THEREFORE, in consideration of the premises and mutual covenants and promises made herein, the Parties do mutually agree as follows:

(1) This Agreement shall be introduced in the proceedings now pending in Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the Parties, and that said Court shall retain jurisdiction of the case for purposes of adjusting periodic alimony and/or child support based on any material change of circumstances which might arise in the future; and,

(2) That,in the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable; and,

(3) That this Agreement is a full and final settlement between the Parties of their respective rights and responsibilities to each other, and each Party hereby waives all rights or claims which each may have or hereafter acquire against the person or property of the other Party except as provided by the terms of this Agreement; and,

(4) Each of the Parties shall properly execute and deliver such written instruments as may be required from time to time to carry into effect fully the provisions of this Agreement; and,

(5) That except as otherwise provided in this Agreement, the Parties have made an equitable distribution of the personal property of the marriage, including any motor vehicles, and each Party shall be responsible for any indebtedness on their respective items of personal property and hold the other harmless on the same; and,

(6) That except as otherwise provided in this Agreement, each Party shall be solely and separately responsible for paying any and all debts incurred in their own respective names and shall hold the other Party harmless therefrom; and,

(7) That each Party shall be solely responsible for their own respective individual day-to-day living and financial obligations incurred following the execution date of this Agreement; and,

(8) That pursuant to TCA 36-4-102 (a) (3), the Defendant waives service of process in this cause which is identified as HACKNEY versus HACKNEY, Davidson County Circuit Court, Docket Number 88D740; and,

(9)That the WIFE shall be awarded the following items of personal property which are now in the possession or control of the HUSBAND: all household furnishings except waterbed, telephone answering machine and all curtains and fixtures, and accordingly, all right, title and interest the HUSBAND may have in or to said property shall be divested out of the HUSBAND and vested into the WIFE to have as hers absolutely, and the HUSBAND shall take reasonable measures as necessary to place said personal property in the possession or control of the WIFE; and,

(10) That the HUSBAND shall be awarded the real estate and all improvements thereon located at 1429 Fulton Street, Nashville, Tennessee 37206, the same being described more fully in a deed of record in Official Record Book Volume 4031, Page 839, Register's Office for Davidson County, Tennessee, to-wit:

> Beginning at a point in the northerly margin of Fulton Street, the corner of Lots 135 and 136; thence with the line between said lots northwesterly 99.7 feet to a point, the common corner of Lots 135, 136 and 137; thence with the line between Lots 136 and 137, northeasterly 88 feet to the westerly margin of South 15th Street; thence with the margin of the same; southerly 61.5 feet to a point at the beginning of a curve; thence around said curve southwesterly 43.3 feet to a point in the northerly margin of Fulton Street; thence continuing southwesterly with the margin of Fulton Street, 55 feet to the point of beginning.
>
> Being the same property conveyed to Charles and Margaret Hackney by deed from John C. McDade and wife Lola M. McDade of record in Book 4031, Volume 839, Register's Office for Davidson County, Tennessee.

and accordingly, all right, title and interest of the WIFE in and to said property is divested out of the WIFE and into the HUSBAND to have as HIS absolutely, and the HUSBAND shall assume sole responsibility for the indebtedness, if any, on the same and shall hold the WIFE harmless on such indebtedness; and,

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DAVIDSON COUNTY TN.
PICK-UP

(11) That the HUSBAND shall assume and be solely responsible for the following debts and obligations not withstanding any other terms of this Agreement to the contrary, and he shall hold the WIFE harmless from these debts: MasterCard credit card; and,

IN WITNESS WHEREOF, we have executed this Agreement as of the date written and at the place written first herein.

Charles Edward Hackney
CHARLES EDWARD HACKNEY, COMPLAINANT

STATE OF Tennessee
COUNTY OF Davidson

On this 11th day of March, 1988, before me personally appeared CHARLES EDWARD HACKNEY, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Sharon Gimm
Notary Public

My commission expires December 10, 1990.

Lola Margaret Hackney
LOLA MARGARET HACKNEY, DEFENDANT

STATE OF Tenn.
COUNTY OF Davidson

On this 19 day of May, 1988, before me personally appeared LOLA MARGARET HACKNEY, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Sam A Hackney
Notary Public

My commission expires 9-9-89.

Approved for entry:

Stan D. Darnell
Attorney for Complainant

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This Agreement is an Order of the Court and the Court shall retain jurisdiction of this cause for the enforcement of this decree and either Party has leave to apply, and the costs of this cause have been judged against the Complainant.

Entered this 21st day of June, 1988.

HONORABLE MURIEL ROBINSON, JUDGE

Approved for entry:

Stan D. Darnell
Attorney for Complainant

CERTIFICATE OF SERVICE

I certify that an exact copy of this Final Decree has been delivered on this, the 21st day of June, 1988, by first class mail, postage prepaid, or by hand delivery, to the Defendant, Lola Margaret Hackney, 7014 Bonnamere, Hermitage, Tennessee 37076.

Stan D. Darnell

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* 21st *day of* June, 19 88, *in Case Number* 88D-740 *between* Charles Edward Hackney *Plaintiff, and* Lola Margaret Hackney *Defendant, as same remains of record in Book* 170C, *Page* 1539 *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* 1st *day of* July *in the year one thousand nine hundred and* eighty-eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117