IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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JUDITH A. DONAHUE,

Plaintiff-Wife,

v.) NO. 90D-3216

WILLIAM JOSEPH DONAHUE,

Defendant-Husband.

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FINAL DECREE

This cause came on to be heard on the 14th day of December, 1990, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint and executed Marital Dissolution Agreement filed by the Plaintiff-Wife waiving personal service of process on the Defendant-Husband; the Marital Dissolution Agreement entered into, signed by the parties, and filed with this Court; statement of counsel for the Plaintiff-Wife; and the entire record in this cause, from all of which it appears to the Court and the Court so finds that irreconcilable differences have arisen between the parties; that the Plaintiff-Wife should be granted an absolute divorce from the Defendant-Husband; that the Marital Dissolution Agreement entered into by and between the parties has made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties, is approved by this Court, and will be so incorporated into the Final Decree.

The addresses of the parties are as follows:

Plaintiff-Wife:	Defendant-Husband
326 Dover Glen Drive	3173 Hearhart Road
Antioch, Tennessee 37013	Hermitage, Tennessee 37076

It is therefore ORDERED, ADJUDGED and DECREED by this Court that the Plaintiff-Wife be and she hereby is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by this Court that the Marital Dissolution Agreement entered into by and between the parties heretofore filed with this Court is hereby approved and incorporated into the Final Decree as follows:

IN THE _____ COURT FOR DAVIDSON COUNTY, TENNESSEE

1990 OCT -5 PM 4:02

JUDITH ANNE SCUDDER DONAHUE)
)
Plaintiff-Wife,)
)
v.) NO. 90D-3216
)
WILLIAM JOSEPH DONAHUE,)
)
Defendant-Husband.)

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MARITAL DISSOLUTION AGREEMENT

This Agreement, made this 4th day of October, 1990, between Judith Anne Scudder Donahue, now a resident of Davidson County, Tennessee, hereinafter referred to as Wife, and William Joseph Donahue, now a resident of Davidson County, Tennessee, hereinafter referred to as Husband:

WHEREAS, the parties hereto are now Husband and Wife, but have been separated and living apart, said separation resulting from unhappy and irreconcilable differences between them; the place of the separation of the parties being Nashville, Davidson County, Tennessee; and

WHEREAS, there is now an action for absolute divorce pending in the _____ Court of Davidson County, Tennessee, wherein the Wife is the Plaintiff and the Husband is the Defendant, bearing the hereinabove set forth docket number, said petition being filed upon the grounds of irreconcilable differences, there being no answer of record in this cause so that this matter is uncontested; Husband accepts service of process pursuant to T.C.A. §36-4-103(3), waiving any further service of process in this cause.

WHEREAS, it is the desire of the parties to make an agreement setting forth their marital rights respecting property now owned by the parties and to adjust and settle all marital interests in said property, both parties being aware of the marital assets of the other party, the parties desiring to make in writing adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between them, Wife being represented by an attorney in the preparation and execution of this Agreement; and

WHEREAS, this Agreement is not intended nor shall it be construed to be an agreement for divorce. It is agreed by the parties that this Agreement may be submitted to the Court for approval and made a part of the Final Decree and that any terms may be enforceable by contempt proceedings, if necessary. Each party hereby waives any right to apply to any Court for modification of this Agreement prior to the Final Decree of Divorce.

WITNESSETH: That now therefore in consideration of the premises and the mutual agreements and promises herein contained, the parties do hereby agree as follows:

I. REAL ESTATE:

A. The parties own the following described real property as tenants by the entireties:

> LAND in the 4th Civil District of Davidson County, Tennessee, described according to a survey by Murray D. Shanklin, Surveyor dated April 25, 1975, as follows:
>
> BEGINNING at a point in the east margin of Earheart Road, said point being the southwest corner of property conveyed to James A. Garvin and wife, Joyce C. Garvin by deed of record in Book 4921, page 632, said Register's Office; thence northerly with Earheart Road N 18° 27' W 184.92 feet to an iron pin; thence continuing with Earheart Road, around a curve having a radius of 465.013 feet a distance of 63.71 feet to a point; thence leaving Earheart Road S 84° 05' E 627.00 feet to a point; thence S 5° 15' W 223.05 feet to a point in the north line of Melvin A. Ferrell, as of record in Book 4233, page 287, in said Register's Office; thence with Ferrells north line N 84° 45' W 523.86 feet to an iron pin, the point of beginning and containing 3.01 acres, more or less.
>
> BEING the same property conveyed to James A. Garvin and wife, Joyce C. Garvin by deed through W. G. Traber, Trustee of record in Book 5004, page 235, and by deed from George T. Hodges and wife, Betty Sue Hodges, of record in Book 4921, page 632, Register's Office for Davidson County, Tennessee.

B. Husband will have sole title to the property in his name alone, but subject to the hereinafter described claim of the Wife.

C. Wife shall retain a lien on the above-described real property in the amount of $25,000.00, said lien to be paid in full either (1.) after seven (7) years, (2.) upon the death of

his mother, or (3.) when the real property is sold, whichever occurs first. On the occurrence of any of the above mentioned events, the Husband shall immediately pay to the Wife the amount of the lien.

D. The Husband agrees to pay and to hold Wife harmless for (1.) the entire mortgage indebtedness on said real property; (2.) the entire indebtedness owed to Nashville Electric Service on a solar water heater installed in said real property; and, (3.) real property taxes for the year 1989 and all subsequent years. Said amounts shall also include any interest, court costs, expenses, or attorney fees which might be incurred by the Wife resulting from any lawsuit or foreclosure for any of the liens or debts set out above.

II. PERSONAL PROPERTY:

A. The parties have heretofore, before the execution of this Agreement, physically divided and taken into their respective personal possession all tangible personal property in which either party hereto has any interest and which is not hereinafter specifically referred to. Each party does hereby transfer and quit claim unto the other party all of his or her interest in and to all of the tangible personal property now in the possession of the other party not hereinafter referred to. Each party will pay the indebtedness, if any, on any tangible personal property in his or her possession.

B. It is further agreed that any and all personal property owned by either party prior to their marriage shall remain the sole and separate property of the party so holding same prior to the marriage and each party hereby renounces all of his or her interest, if any, in such property so owned by the other party.

C. It is further agreed that any and all personal property acquired by either party after their separation but subsequent to the date of the granting of their divorce shall be the separate and sole property of the party acquiring same.

D. The Wife shall retain sole ownership and possession of the 1987 Chrysler Sundance automobile currently titled in her

name and she shall pay any indebtedness thereon and hold Husband harmless for same.

E. The Husband shall retain sole ownership and possession of the 1969 Chevrolet pick-up truck currently titled in his name and he shall pay any indebtedness thereon and hold Wife harmless for same.

III. BANK ACCOUNTS:

A. The parties have closed all joint bank accounts and have divided the proceeds therefrom between themselves. Each party hereby waives all of his or her rights in and to the proceeds of all account funds in the possession of the other party.

IV. DEBTS AND OBLIGATIONS:

A. The Husband shall be solely liable for the debts and obligations of the parties and shall hold the Wife harmless for same as follows:

(1.) mortgage debts specified in I Real Estate paragraph D hereinabove,
(2.) Sears Account Number 7586332060251,
(3.) J. C. Penney Account Number 177-774-843-3,
(4.) all utilities for house from date Wife moved out,
(5.) all other debts of the parties incurred by either of them prior to the date of the separation of the parties.

Said obligations to include the amounts of the debt, interest or costs, and any and all court costs, expenses, fees, charges or attorney fees expended by the Wife in the protection of herself or her credit as a result of any debt assumed by the Husband.

B. The parties further agree that any debts or obligations contracted by either party subsequent to the date of the separation of the parties not hereinbefore referred to shall be the sole and separate responsibility and liability of the party contracting same; each party will hold the other party harmless for any and all such debts or obligations.

C. The parties hereby expressly agree that the payment of all of the debts or obligations of the parties which Husband assumes and agrees to pay, including the mortgage on the house and lot, is to be alimony to Wife and the same shall not be

dischargeable in any subsequent bankruptcy proceeding filed by Husband pursuant to Chapter 7 or Chapter 13 of the United States Bankruptcy Statutes, Wife having waived her right to support and maintenance in consideration of Husband's agreement to pay and his payment in full of these debts and obligations.

V. MISCELLANEOUS PROVISIONS:

A. The parties will file separate income tax returns for the year 1990.

B. Husband expressly waives all interest he may have, if any, to any benefits Wife has through her employment, specifically including, but not limited to, life insurance, medical insurance, IRA, or pension plans.

C. Each party will pay his or her respective attorneys fees.

D. Husband agrees to pay the balance of the Court costs in this cause.

E. The parties hereby agree that either party will promptly execute any and all documents of any kind or character for the other which may be necessary or proper to carry out the terms thereof.

IN WITNESS WHEREOF, the following have subscribed their names on this 4th day of October, 1990.

Judith Anne Scudder Donahue
Judith Anne Scudder Donahue, WIFE

Nancy K. Corley
NANCY K. CORLEY, Attorney for Wife

X William Joseph Donahue
William Joseph Donahue, HUSBAND

_____
, Attorney for Husband

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Wife, Judith Anne Scudder Donahue, with whom I am personally acquainted and who acknowledged that she executed the within named instrument for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this the 4th day of ~~August,~~ October 1990.

Cindy Manissales
NOTARY PUBLIC

My Commission Expires: 5/8/91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Husband, William Joseph Donahue, with whom I am personally acquainted and who acknowledged that he executed the within named instrument for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this the 18th day of ~~August~~ Sept., 1990.

Janet E Oakley
NOTARY PUBLIC

My Commission Expires: 5-22-93

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IDENTIF. TREFERENCE

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FELIX [illegible] REGISTER
DAVIDSON COUNTY TN.

It is further ORDERED, ADJUDGED and DECREED by this Court that the Defendant-Husband will pay the balance due on the Court costs of this cause.

For all of which execution may issue, if necessary.

MURIEL ROBINSON RICE, JUDGE

12-14-90

APPROVED FOR ENTRY:

NANCY K. CORLEY
TSCRN 2942
Attorney for Plaintiff-Wife
P. O. Box 2829
Nashville, TN 37219
(615) 256-5003

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been sent to the Defendant-Husband, William Joseph Donahue, he not being represented by an attorney, 3173 Earhart Road, Hermitage, Tennessee 37076 on this 14th day of December, 1990.

NANCY K. CORLEY

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* December, *19*90, *in Case Number* 90D-3216 *between* Judith A. Donahue *Plaintiff, and* William Joseph Donahue *Defendant, as same remains of record in Book* 192C, *Page* 1327 *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* 21st *day of* July *in the year one thousand nine hundred and* ninety-two *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K Langford *D.C.*