IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

FILED _____
ENTERED 11-12-91
RE 93 PAGE 695-704

MAUREEN G. SEABROOKS, )
Plaintiff, )
VS. ) NO. 20868
ROBERT V. SEABROOKS, )
Defendant. )

4190 11/06 0101 03CHECK 28.00

FINAL DECREE

This cause came on to be heard on the 12th day of November, 1991 before the Honorable Cornelia A. Clark, Chancellor of the Chancery Court of Williamson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff, on the grounds of Irreconcilable Differences. Upon hearing the testimony of Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences;

It is, therefore Ordered, Adjudged and Decreed that the Plaintiff, Maureen C. Seabrooks whose address is presently 2962 Primrose Avenue, Nashville, Tennessee, is hereby awarded an absolute divorce from the Defendant, Robert V. Seabrooks whose address is 715 High Point Ridge Road, Franklin, Tennessee on the grounds of Irreconcilable Differences, T.C.A. §36-4-103(b) and the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the said Marital Dissolution Agreement is inserted and made a part of this Final Decree.

62010

IDENTIFICATION REFERENCE

Nov 6 11 03 AM '92

DAVIDSON COUNTY, TN

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

MAUREEN G. SEABROOKS, )
)
Plaintiff, )
)
VS. ) DOCKET NO. 20764
)
ROBERT V. SEABROOKS, )
)
Defendant. )

MARITAL DISSOLUTION AGREEMENT

This agreement made and entered into by and between Maureen G. Seabrooks, hereinafter referred to as "Wife" and Robert V. Seabrooks, hereinafter referred to as "Husband".

WITNESSETH

WHEREAS, the parties are desirous of settling all controversies between them and entering into a Marital Dissolution Agreement providing for the equitable settlement and division of all property rights between the parties, because the differences which exist between them are irreconcilable;

NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

I.

DIVORCE

It is hereby agreed by the parties that the Wife shall proceed to trial and obtain a divorce in the Chancery Court for Williamson County, Tennessee on the ground of Irreconcilable Differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

II.

PROPERTY DIVISION

It is hereby agreed by the parties that their property, real, personal and mixed shall be divided as set forth below:

1. Title to a certain 1984 Toyota Supra automobile shall be vested in the Wife who shall assume all liabilities and indebtedness thereon and hold the Husband harmless from any obligation.

Title to a 1991 Jeep Cherokee automobile shall be vested in the Husband who shall be financially responsible for all liabilities and indebtedness thereon and hold the Wife harmless from any obligation.

2. PROPERTY

The parties Real Property attached as Exhibit "1", shall be vested solely in the Husband who shall be financially responsible for all liabilities and indebtedness thereon and hold the Wife harmless from any obligation.

The parties will retain as theirs alone, all household furnishings presently in their possession or agreed upon.

3. The Wife is to receive as hers alone all Sovran Bank accounts except for one joint savings account which is to become the Husbands alone. The Wife is to also receive as hers alone an IRA account at First American Bank presently in her name alone.

4. The Husband is to receive as his alone all First American Bank Investments except those hereinabove mentioned, his coin collection, and his Merrill Lynch Treasury Bond.

III.

DEBTS

Each party agrees to a division of their debts as set forth below:

1. Each party shall pay all debts and obligations he or she incurs independently after the signing of this Agreement, and shall hold the other party harmless thereon.

IV.

COSTS

It is hereby agreed by the parties that the Husband shall pay the costs of this cause.

V.

MISCELLANEOUS

It is understood and agreed by the parties that this agreement is intended to be a full and final settlement of all property rights of the respective parties and is a discharge from all other claims arising out of the marital relationship, and that each hereby waives and relinquishes to the other all rights and

claims which each have or hereafter acquire under the law of any jurisdiction, including without limitation, statutory allowances, homestead rights, right to elective share, inheritance, distributive share, and the right to act as Administrator or Executor or Executrix of the other's estate, and this agreement applies to all property now owned by the parties or any property hereinafter acquired by the parties.

This agreement shall be binding upon and inure to the benefit to the parties hereto, their personal representatives, their heirs and assigns.

It is understood and agreed between the parties that this agreement is the entire agreement between them and is entered into without undue influence, fraud, coercion, duress or misrepresentation and for no reasons not stated herein.

The provisions of this agreement and its legal effect are fully known by each party hereto and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

It is further understood and agreed by the parties that before or immediately upon the entry of a Final Decree in this cause, each shall execute any documents or conveyances necessary to carry into force and effect the terms of this agreement.

It is further understood and agreed by the parties that this agreement shall be of no force and effect unless and until approved and ratified by the Chancery Court for Williamson County, Tennessee and inserted into the Final Decree of Divorce in this cause.

IN WITNESS WHEREOF, the Husband has hereunto set his signature on this the 7th day of August, 1991 and the Wife has hereunto set her signature on this the 7th day of August, 1991.

Robert V. Seabrooks

ROBERT V. SEABROOKS

Maureen G. Seabrooks

MAUREEN G. SEABROOKS

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned Notary Public, Robert V. Seabrooks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITENSS my hand and official seal this 3rd day of September, 1991.

Teresa J. Norman
NOTARY PUBLIC

My Commission Expires: May 23, 1994

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned Notary Public, Maureen C. Seabrooks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITENSS my hand and official seal this 27th day of August, 1991.

NOTARY PUBLIC

My Commission Expires: 10-24-94

BOOK 8775 PAGE 468

EXHIBIT "1"

REAL ESTATE OWNED

| PROPERTY ADDRESS | EST. VALUE | AMT. MORTGAGED | MTG. PAYMENT | RENTAL INCOME | NET INCOME | TYPE OF LOAN | LENDER Name, Address, Phone Number, Account Number |
|---|---|---|---|---|---|---|---|
| 715 High Point Ridge Road<br>Franklin, Tn 37064 | 179,000.00 | 93,892.00 | 1,174.00 | 1,174.00<br>(Lease) | -293.50 | Conv. | Fleet Mortgage Corp. Box 2900<br>Milwaukee, WI 53201 #EC5782-4 |
| 504 South Figures Drive<br>Franklin, Tn 37064 | 85,000.00 | 40,464.68 | 307.36 | 676.00<br>(Lease) | +128.89 | Conv. | Sovran Bank, Box 220<br>Franklin, Tn 37064 #0 |
| 3525-3527 Albee Drive<br>Hermitage, Tn 37076 | 72,000.00 | 43,285.00 | 548.00 | 609.00<br>(Return) | -91.25 | FHA | Fleet Funding Corp. #0396230848<br>Drawer F-20 Florence, SC 29501 |
| 4556-4558 Brooke Valley Drive<br>Hermitage, Tn 37076 | 75,000.00 | 44,748.00 | 524.00 | 735.00<br>(Return) | +43.75 | FHA | Fleet Mortgage Corp., Box 1561<br>Milwaukee, WI 53201 |
| 4560-4562 Brooke Valley Drive<br>Hermitage, Tn 37076 | 75,000.00 | 75,000.00 | 480.00 | 705.00<br>(Return) | +68.75 | FHA | Real Estate Financing Inc., Box 660<br>Montgomery, AL 36101-05 #391523-5 |
| 3540-3542 Albee Drive<br>Hermitage, TN 37076 | 72,000.00 | 51,817.00 | 578.00 | 689.00<br>(Return) | -91.25 | FHA | Fleet Mortgage Corp., Box 1561<br>Milwaukee, WI 53201 #5558337 |
| 3536-3538 Albee Drive<br>Hermitage, TN 37076 | 72,000.00 | 44,350.00 | 567.00 | 730.00<br>(Lease) | -19.50 | FHA | Fleet Funding Corp., Drawer F-20<br>Florence, SC 29501 #0096270? |
| 4520-4522 Forrest Ridge Drive<br>Hermitage, TN 37076 | 72,000.00 | 38,384.00 | 459.00 | 507.00<br>(Return) | -78.75 | FHA | First Guaranty Mortgage, Drawer 471<br>Hattiesburg, MS 39401 #0034068 |
| | | | | | | | |
| Totals | 702,000.00 | 397,941.68 | 4,688.36 | 5,794.00 | -310.85 | | |

(X)

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

It is further Ordered, Adjudged and Decreed that all provisions of the Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

This the 12th day of November, 1991.

Cornelia A. Clark
CHANCELLOR

APPROVED FOR ENTRY:

Robert L. Hudson

ROBERT L. HUDSON
Attorney for Plaintiff
STELTEMEIER & WESTBROOK
2002 Richard Jones Rd., C-101
Nashville, Tennessee 37215
615/383-3327
Registration Number 3265

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of this Final Decree has been sent by mail to the Defendant, Robert V. Seabrooks, 715 High Point Ridge Road, Franklin, Tennessee 37064 on this the 12th day of December, 1991.

Robert L. Hudson
ROBERT L. HUDSON

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

CERTIFICATE OF SERVICE

I hereby certify that a signed copy of the foregoing Final Decree has been sent by U.S. Mail to Hon. Robert L. Hudson, 2002 Richard Jones Road, C-101, Nashville, TN; and to Robert V. Seabrooks, 715 High Point Ridge Road, Franklin, TN 37064, on this the 12th day of November, 1991.

Kelly Scott
Kelly Scott - Deputy Clerk

STATE OF TENNESSEE
WILLIAMSON COUNTY
I THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE
Stevie York (Dep.)
JANICE W. JORDAN, Clerk & Master