IN THE FOURTH CIRCUIT COURT

FOR

DAVIDSON COUNTY, TENNESSEE

Robin Gaye Lee)
Plaintiff,)
vs.) Docket No. 92D888
John Ernest Lee)
Defendant,)

IDENTIFICATION REFERENCE
NOV 20 2 40 PM '92
DAVIDSON COUNTY, TN
668 97.

FINAL DECREE OF DIVORCE

This cause came to be heard on the 6th day of November, 1992 at 9:00 a.m. before the Honorable Muriel Robinson-Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original petition for Absolute Divorce filed by Robin Gaye Lee, submission to the Court of the Marital Dissolution Agreement entered into by and between the parties, testimony of Plaintiff in open court, statement of Counsel and the entire record in the cause. From all of which it appeared to the Court that the parties to this cause have experienced marital difficulties in their marriage which are irreconcilable, thus rendering it impossible for them to live together any longer as husband and wife, and that an Absolute Divorce should be granted to the Plaintiff.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever perpetually dissolved, and the Plaintiff is granted an Absolute Divorce from the Defendant and restored to all rights and privileges of an unmarried person.

It appearing to the Court that the Marital Dissolution Agreement entered into by and between the parties adequately provides for the fair and equitable division of all property held by the parties; it is, therefore **ORDERED** that the Property Settlement Agreement signed by both Plaintiff and Defendant be made part of this Final Decree of Divorce and is in words and figures as follows:

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24.00

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE
AT NASHVILLE

92 SEP -9 PM 1:55
GEORGE [illegible], CLERK

Robin Gaye Lee

Plaintiff,

vs. Docket No. 92D-880

John Ernest Lee

Defendant,

MARITIAL DISSOLUTION AGREEMENT

THIS MARITIAL DISSOLUTION AGREEMENT made on this 5th day of August, 1992, by and between Robin Gaye Lee, Hereinafter referred to as "Wife", and John Ernest Lee, Hereinafter referred to as "Husband".

WHEREAS, the parties hereto agree that certain irreconcilable differences have arisen between them, causing them to seperate and live apart, and each state that is their mutual desire that their marriage be terminated by divorce and it is their desire to enter a Marital Dissolution Agreement and tender same to the Court for approval, in the event a decree of Divorce is granted; and

WHEREAS, the Wife filed suit for divorce in the Fourth Circuit Court for Davidson County, Tennessee, Docket No. 92D-880, seeking among other things an absolute divorce.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from the interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabitate or dwell with him or her.

(3) TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of marital estate properties by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) CUSTODY: The parties have no children born of this marriage.

(6) REAL PROPERTY: All right, title and interest which Husband may have, in and to, the Wife's real property, located at 261 Tanksley Drive, Nashville, Davidson County, Tennessee, described as follows,

> Land in Davidson County, Tennessee, being Lot No. 28 of Block "D" on the Map of Woodbine Courts, Part 2, not of record. According to a Plan of said Subdivision by Blanchard and Parrish, Engineers, said Lot No. 28 fronts 75 feet on the south side of Tanksley Avenue and runs back between parallel lines 156.5 to a dead line,

shall be divested from him and reinvested in Wife in fee simple absolute. Wife shall remain liable for the outstanding mortgage indebtedness thereon and agrees to hold Husband harmless and indemnify him from any responsibility thereon.

(7) PENSION PLAN: All rights, title and interest which Husband may have in and to any pension plan that Wife may have shall be divested from him and vested in Wife.

(8) AUTOMOBILES: It is agreed by and between the parties that any automobiles and /or vehicles titled and owned by each party will be retained by the party holding title. Neither party shall have any right, claim, and/or interest in and/or to any vehicle titled to the other party.

(9) FURNITURE AND HOUSEHOLD FURNISHINGS: It is agreed by and between the parties that the household furnishings, appliances and personal property in the possession of each party will be retained by each and no further division need be made, and each party shall disclaim any right, claim and interest in and to the property of the other.

(10) CREDIT CARD DEBTS: Each party shall pay and responsible for their own credit card debts. All joint accounts shall be closed.

(11) 1992 TAX RETURN: The parties shall file separate 1992 tax returns and hereby disclaiming any right, claim interest, and refund of the other. Each party shall be responsible for and pay amounts owed to IRS due on their own debt

evidenced by their separate return.

(12) COURT COSTS AND ATTORNEY FEES: It is hereby agreed that the Wife shall be responsible for paying the court costs and each will pay their own attorney fees in connection with the divorce proceeding.

(13) ALIMONY: Both parties waive any and all claims for alimony both past, present and future unless otherwise specified herein.

(14) ENFORCEMENT PROVISION: In the event either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault shall be responsible for reasonable attorney fees, exepenses and Court costs in the enforcement of same.

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

(16) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that is being entered into voluntarily and that is not the result of any duress or undue influence.

(17) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there is no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(18) ESTATE WAIVER: It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute

a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and wife, individually or jointly, or any property that either of them may acquire in the future.

(19) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this 5th day of August, 1992.

ROBIN GAYE LEE

JOHN ERNEST LEE

STATE OF Victoria
COUNTY OF _____

Personally appeared before me, the undersigned, John Ernest Lee, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained. In witness whereof I have set my hand and official seal this 5th day of August, 1992.

My commission expires:

Notary Public of Victoria Australia

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, Robin Gaye Lee, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained. In witness whereof I have set my hand and official seal this 10th day of August, 1992.

My commission expires: June 25, 1995

Notary Public

The costs of the cause are to be assessed to the Plaintiff.

11-6-92
Date

Judge Muriel Robinson-Rice

Approved for Entry:
Mark A. Ellmore, Jr. (#11816)
Attorney for Plaintiff
388 Harding Crest, Suite C
Nashville, TN 37211
(615) 834-6003

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT A TRUE AND EXACT COPY OF THE FOREGOING HAS BEEN MAILED TO JOHN ERNEST LEE, 85 WEST GARTH STREET, FITZROY, VICTORIA, AUSTRALIA 3065, THIS THE 6TH DAY OF NOVEMBER, 1992.

Mark A. Ellmore, Attorney

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* 10th *day of* November, *19* 92, *in Case Number* 92D-880 *between* Robin Gaye Lee *Plaintiff, and* John Ernest Lee *Defendant, as same remains of record in Book* 211B, *Page* 1039 *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* 20th *day of* November *in the year one thousand nine hundred and* ninety-two *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER *Clerk.*

By _____ *D.C.*

Form #GR-117