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CLERK & MASTER
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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

STEPHEN LEE DORAN)
)
)
)
VS.) No. 87D-1239
)
)
)
SHEREE CAROL JORDAN DORAN)

BOOK 8794 PAGE 591

FINAL DECREE

This cause came on to be heard on the 24th day of June, 1987, before the Honorable James Everett, Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint heretofore filed on behalf of the Husband, Stephen Lee Doran, for an absolute divorce. After testimony of the Husband and statements of counsel, and a signed, notarized Property Settlement Agreement submitted by both parties, the Court is of the opinion that the Husband should be granted an absolute divorce on the grounds of irreconcilable differences, as provided in TCA 35-4-103, and that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between them.

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby perpetually dissolved and that both parties be restored to all the rights and privileges of unmarried persons.

It is further **ORDERED** that the parties written Property Settlement Agreement, heretofore entered into by and between the parties, be and the same is approved in all respects and is hereby incorported and made a part of this Final Decree, **to-wit:**

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

STEPHEN LEE DORAN	)	
	)	
VS.	)	No. _____
	)	
SHEREE CAROL JORDAN DORAN	)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of April, 1987, by and between **STEPHEN LEE DORAN**, hereinafter referred to as Husband, and **SHEREE CAROL JORDAN DORAN**, hereinafter referred to as Wife, to be effective on this day.

W I T N E S S E T H:

WHEREAS, the parties hereto are husband and wife having been married in Davidson County, Tennessee, on August 12, 1984; and

WHEREAS, since March, 1987, the parties have ceased marital relations and have no expectations of resuming marital relations; and

WHEREAS, the parties have no children born of this marriage; and

WHEREAS, it is the desire of the parties to enter into an agreement under which their respective financial and property rights, remedies, privileges and obligations to each other arising out of the marriage relation or otherwise shall be fully prescribed and bounded thereby; and

WHEREAS. the parties hereto each warrant and represent to the other that they, and each of them, fully understand all of the terms, covenants, conditions, provisions and obligations encumbered upon each of them by virtue of this Agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable and to their respective individual best interest; and

WHEREAS, it is understood by both parties that the terms of such Agreement as to the disposition of the property of the parties are to be incorporated into the final divorce decree and that this Agreement is to be a complete and final settlement of their property disposition, both real and personal, so that any terms may be enforceable by contempt proceedings if necessary; and

This Agreement is not intended nor shall it be construed to be an agreement for divorce. Both parties shall have the right to appear in Court and contest such action. It is agreed between the parties that this Agreement shall be submitted to the Court for approval and shall be made part of the Final Decree of divorce. Each party hereby waives any right to apply to any Court for modification of this Agreement prior to the Final Decree of divorce.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree and covenant as follows:

1. **ALIMONY**. Wife hereby waives and relinquishes any right or claim that she may have to receive alimony from Husband except as may be set forth hereinafter in this Agreement. Further, Husband waives and relinquishes any rights or claim that he may have to receive alimony from Wife except as may be set forth hereinafter in this Agreement.

2. **REALTY**. That Husband shall receive all right, title and interest in and to the real property located at 916 Kalvesta Court, Antioch, Davidson County, Tennessee, and Husband shall be responsible for the mortgage on said property and shall hold the Wife harmless thereon.

3. **PERSONAL PROPERTY**. The Husband shall receive and retain the following as his personal property: all personal and household property he brought into the marriage; all guns and hunting equipment; one (1) Canon 35mm camera with lenses and

related accessories; all jewelry given him during the course of the relationship; and all personal and household goods accumulated during the marriage and heretofore agreed on between the parties to belong to Husband shall become his sole property.

The Wife shall receive and retain the following as her personal property: all personal and household property she brought into the marriage; all photographic and graphic arts equipment and supplies, with the exception of the above described 35mm Canon camera; all jewelry given her during the course of the relationship; and all personal and household goods accumulated during the marriage and heretofore agreed on between the parties to belong to Wife shall become her sole property.

4. **VEHICLES.** Husband shall have all right, title and interest in and to one (1) 1984 GMC Small Jimmy Truck, however, Wife shall be allowed to drive said automobile until disposition is made on the 1979 Cutlass automobile by providing her with a replacement automobile in good dependable condition.

5. **CHECKING AND SAVINGS ACCOUNTS:** The Husband shall receive all monies in the Savings Account (#009-1884-03) at Third National Bank in an approximate amount of $5,800.00, and the Checking Account (#30730465) at Third National Bank in an approximate amount of $1,000.00.

6. **MONETARY SETTLEMENT:** The Husband is to pay to the Wife, as a one-time monetary settlement of all jointly held assets, including the real property at 916 Kalvesta Court, Antioch, Tennessee; 1984 GMC Small Jimmy Truck, and the Savings Account and Checking Account at Third National Bank, the sum of Six Thousand ($6,000.00) Dollars, payable to the Wife upon the transfer of the jointly held assets to the Husband.

7. **MAIDEN NAME:** The Wife is to be restored to her maiden name of Sheree Carol Jordan.

8. **FEES AND COSTS.** The Husband agrees to be responsible for the costs and fees associated with this cause.

9. **NEWLY ACQUIRED PROPERTY.** Husband and Wife recognize that either one or both may acquire interest in real and/or personal property during the pendency of this divorce or thereafter. Each party to this Agreement, therefore, waives any right, title or interest he or she might have in newly acquired property of the other party, whether said property be real, personal or mixed.

10. **SEPARATE OWNERSHIP.** Except as set forth herein above, each party shall own free of any claim or right of the other all of the items of property, real, personal and mixed, of any kind, nature and description, and wheresoever situated, which are now owned by him or her or which are now in his or her name or to which he or she is or may be beneficially entitled, and may dispose of the same as fully and effectually and in all respects and for all purposes as if he or she were married.

12. **FURTHER ASSISTANCE.** Husband and Wife, at any and all times upon request by the other or his or her legal representatives, shall make, execute and deliver any and all of such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of the Agreement without charge therefore.

13. **MODIFICATION AND WAIVER.** Neither this Agreement nor any provision thereof shall be amended or modified or deemed amended or modified except by an Agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. Any waiver by either party of any provision of the Agreement, or right or operation hereunder, shall not be controlling nor shall it prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any of the terms or provisions of the Agreement by the other party shall not be construed as a waiver or relinquishment for the future of such term or provision but the same shall continue in full force and

effect. Nothing in the Agreement shall be construed as limiting the parties' access to the Courts.

14. **FULL DISCLOSURE**. Both legal and practical effect of this Agreement and each and every respect in the financial status of the parties has been fully explained to both parties by the respective counsel, and they both acknowledge that it is a fair agreement and that is not the result of any fraud, duress or undue influence exercised by either party upon the other or by any other person or persons upon either.

15. **SERVICE OF PROCESS**. Wife hereby waives service of process in this cause.

16. **ENTIRE UNDERSTANDING**. This Agreement contains the understanding of the parties who hereby acknowledge that there have not been and are no representations, warranties, covenants or understanding other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date first above written.

STEPHEN LEE DORAN

Sworn and subscribed to before me

this 10th day of April, 1987.

Denise L Clark
NOTARY PUBLIC

My Commission Expires: 9/9/89

Sheree Carol Jordan Doran
SHEREE CAROL JORDAN DORAN

Sworn and subcribed to before me

this 9 day of April, 1987.

Lisa Ann M. DuBois
NOTARY PUBLIC

My Commission Expires:

3/11/91

[redacted]

It is further **ORDERED** that the costs of this cause shall be taxed to the Husband for which execution shall issue, if necessary.

ENTERED this 24 day of June, 1987.

JAMES EVERETT, JUDGE
Probate Court

APPROVED FOR ENTRY:

SAM E. WALLACE
Attorney for Husband

CERTIFICATE

I hereby certify that I have sent a copy of this foregoing Final Decree to Sheree Carol Doran, 237 Harper Ridge Place, Nashville, TN, this June 25, 1987.

SAM E. WALLACE
Attorney for Husband
500 Stahlman Building
Nashville, TN 37201

67456

IDENTIFICATION REFERENCE:

Nov 24 8 52 AM '92

CLERK & MASTER
DAVIDSON COUNTY, TN

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PICK-UP

BOOK 8794 PAGE 598

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* PROBATE *Circuit Court for Davidson County, Tennessee, on the* 24th *day of* JUNE, 1987, *in Case Number* 87D-1239 *between* STEPHEN LEE DORAN *Plaintiff, and* SHEREE CAROL JORDAN DORAN *Defendant, as same remains of record in Book* 37B, *Page* 1152 *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* 24th *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: Mary Brinkley *D.C.*

Form #GR-117