IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANICE LOUISE FISHER,

Complainant/Wife,

vs.

ROBERT FULTON FISHER,

Respondent/Husband.

NO.: 90D-2721

BOOK 8814 PAGE 983

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on for hearing on the 30th day of November, 1990 before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Complainant, JANICE LOUISE FISHER, on August 31, 1990, with the cause proceeding to trial as an uncontested matter in view of a written executed Marital Dissolution Agreement reached by and between the parties and filed with the Court, testimony of Wife, statement of counsel, and the entire record in this cause. From all of which the Court is of the opinion and finds as follows:

That the parties hereto have irreconcilable differences in their marriage;

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It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved, and the Complainant, JANICE LOUISE FISHER, is hereby awarded an absolute divorce from the Respondent, ROBERT FULTON FISHER, upon the grounds of irreconcilable differences, and the parties are hereby restored to all the rights and privileges of unmarried persons.

It further appearing to the Court that the parties have entered into a written executed Marital Dissolution Agreement and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights as between them, there being no minor children born of this marriage. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANICE LOUISE FISHER, Complainant/Wife,	)	
vs.	)	NO.: 90D-2721
ROBERT FULTON FISHER, Respondent/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between JANICE LOUISE FISHER, (hereinafter referred to as "Wife"), and ROBERT FULTON FISHER, (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

WHEREAS, it is the desire of both parties finally and for all time to determine and settle their property rights, and all dower and homestead rights, and all other rights of whatever description existing between the parties growing out of the marital relationship, no children having been born to this marriage.

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Pending Action. The parties acknowledge that Wife has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, Docket Number 90D-2721, which action is pending.

2. Divorce. The parties have agreed that the Wife shall proceed to trial at the earliest reasonable date after the sixty

day statutory waiting period, and seek to obtain a divorce on the grounds of irreconcilable differences.

3. Prior Agreements. The parties have heretofore executed a prior Marital Dissolution Agreement which has subsequently by the execution of this document been revoked and made a nullity in its entirety with this document which bears the parties' respective signatures being the full and final settlement of all matters relative to the marital estate.

4. No Minor Children. The parties have no minor children born of this marriage.

5. Real Property. The parties' home place located at 510 Wesley Avenue, Nashville, Tennessee, shall become the sole and separate property of the Wife. Husband will quitclaim to Wife his interest in the property and the parties agree that the Wife shall pay Husband one-half (1/2) of today's equity in the house upon the ultimate and subsequent sale of the house of the Wife.

It is agreed that Husband and Wife shall split the costs of an MIA real estate appraiser who will determine the present market value of the parties' home place. At sale of the property the Wife agrees to pay to Husband one-half (1/2) of the equity in the property as of the date of the appraisal. Equity in this regard is defined as the appraised value, less six percent (6%), minus the secured debt.

6. Personal Property. The parties have previously divided the personal property accumulated by them during marriage:

A. Automobiles. The parties own one vehicle and said vehicle is to be retained by Wife as her sole and separate property. Wife is to be fully responsible for any indebtedness secured therein and for taxes, title and insurance on said vehicle.

B. Cash Accounts. The parties agree that Wife will pay to Husband the sum of $6,000.00 representing Husband's interest in cash accounts accumulated by the parties. Said payment of

$6,000.00 is to be made at or about the same time of execution of quitclaim deed by Husband to Wife.

7. Maiden Name. The parties agree that the Wife shall be restored to her maiden name, Janice Louise Hillemann, upon the entry of a Final Decree of Divorce in this cause.

8. Court Costs. The parties have agreed that Wife shall be responsible for all court costs incurred in this cause.

9. Attorney's Fees. The parties have agreed that they will each be responsible for their own attorney's fees incurred in this cause.

10. Future Indebtedness. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

11. Necessary Documents. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

12. Enforcement. In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement, and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

13. Integration. This Agreement contains the entire understanding of the parties. There are no representations,

warranties, promises, covenants or understandings other than those expressly set forth herein.

14. Independent Counsel, Parties Fully Informed. Each party has had independent advice by counsel of his or her own selection, or has been advised of their right to have independent counsel. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

15. Modification and Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

16. Disclosure. The parties do each warrant that they have made full and complete disclosure to the other of all sources of income, debts and property owned by them whether real, personal or mixed, and all rights, liabilities, titles, interests and/or claims each may have whether inchoate or otherwise.

17. Court Approval. This Agreement is subject to the approval of the Court in the event a divorce is granted, however, then this Agreement is of no force and effect.

18. Full and Final Settlement. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further to hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this

Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

19. Voluntary Agreement. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures.

September 28, 1990
DATE

Janice L. Fisher

10-4-90
DATE

Robert F. Fisher

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid County and State, the within named JANICE LOUISE FISHER, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 28th day of September, 1990

Loretta J. Kitts
NOTARY PUBLIC

My Commission Expires: 5/20/92

My Commission Expires May 20, 1992

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid County and State, the within named ROBERT FULTON FISHER, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that he executed the within

instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 4th day of September, 1990

Tammy Peevitt Holmes
NOTARY PUBLIC

My Commission Expires: My Commission Expires November 27, 1993

It is, therefore, ORDERED, ADJUDGED and DECREED that any prior Marital Dissolution Agreement executed by the parties has, by the incorporation of the Marital Dissolution Agreement incorporated herein, been revoked and made a nullity in its entirety. The Marital Dissolution Agreement incorporated herein in the Final Decree of Absolute Divorce represents the full and final settlement of all matters relative to the marital estate of the parties.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the parties' home place located and known as 510 Wesley Avenue shall become the sole and separate property of the Wife, and Husband shall quitclaim to Wife his interest in the property. The Wife shall pay to Husband the sum of $4,437.81, which represents one-half (1/2) of today's equity in the house. This sum shall be paid to Husband upon the ultimate and subsequent sale of the home by the Wife. It is further ORDERED that the Husband and Wife shall split the costs of the MIA real estate appraiser.

The Court finds that the parties have previously divided the personal property accumulated by them during the marriage to the satisfaction of the parties. It is ORDERED that the Wife and Husband shall each retain the personal property now in their possession.

The Court finds that the parties own only one vehicle and it is ORDERED that said vehicle is to be retained by the Wife as her sole and separate property, and Wife will be fully responsible for any indebtedness secured therein, and for taxes, title and insurance on said vehicle.

It is further ORDERED by the Court that Wife will pay to Husband the sum of $6,000.00 representing Husband's interest in cash accounts accumulated by the parties during the marriage. Said payment is to be made at or about the same time of execution of quitclaim deed by Husband to Wife.

It is further ORDERED that the Wife shall be restored to her maiden name, Janice Louise Hillemann.

It is ORDERED that each party shall be responsible for their respective attorney's fees incurred in this cause.

The cost of this cause are taxed to the Wife for which let

execution issue, if necessary.

ENTERED this 30th day of Nov., 1990.

JUDGE MURIEL ROBINSON RICE

APPROVED FOR ENTRY:

GRISSIM & HODGES

J. MITCHELL GRISSIM, JR.
BPR #: 9473
Attorney for Complainant/Wife
323 Union St.
Nashville, TN 37201
(615) 255-7496

DEC 16 10 01 AM '92
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

7.4 1.0 5.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Absolute Divorce was mailed to Robert Fulton Fisher, P.O. Box 189, Silver Point, Tennessee 38582, this the 28 day of Nov, 1990.

J. MITCHELL GRISSIM, JR.

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* THIRTIETH *day of* NOVEMBER, *19* 90, *in Case Number* 90D2721 *between* JANICE LOUISE FISHER *Plaintiff, and* ROBERT FULTON FISHER *Defendant, as same remains of record in Book* 192B, *Page* 758 *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* 16TH *day of* DECEMBER *in the year one thousand nine hundred and* NINETY-TWO *and in the* 217 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117