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GEORGE L. ROOKER, CLERK
D.C

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANE ELIZABETH (RUCKER) MARTIN,)
)
Plaintiff/Wife)
)
VS.) NO. 90D-3554
)
JOE BOYD MARTIN,)
)
Defendant/Husband.)

84-11-0
78.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 13th day of November, 1992, before the Honorable ~~Muriel Robinson-Rice, Judge~~ Karen Cain, Special Judge, upon the Complaint for Divorce of the Plaintiff/Wife, Jane Elizabeth (Rucker) Martin (hereafter "Wife"), heretofore filed against the Defendant/Husband, Joe Boyd Martin (hereafter "Husband"); and, it appearing to the Court from said Complaint, testimony of Wife in Open Court, statement of counsel for both parties, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Wife to an Absolute Divorce from Husband on said ground; and, it further appearing that Husband and Wife have executed a written, notarized Marital Dissolution Agreement, which Agreement the Court affirmatively finds does adequately and sufficiently provide for an equitable settlement of all property rights between the parties, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore it is hereby

ORDERED, ADJUDGED, and DECREED that Plaintiff/Wife, Jane Elizabeth (Rucker) Martin, should be and she hereby is awarded an absolute divorce from Defendant/Husband, Joe Boyd Martin, on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. It is further

ORDERED, ADJUDGED and DECREED that the written, notarized Marital Dissolution Agreement dated November 3, 1992, should be, and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

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D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into on the dates set forth beside their signatures below, by and between JANE ELIZABETH (RUCKER) MARTIN, hereinafter referred to as "Wife", and JOE BOYD MARTIN, hereinafter referred to as "Husband":

W I T N E S S E T H

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable, and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee a suit bearing docket No. 90D-3554, wherein Wife seeks an absolute divorce from Husband on the grounds of irreconcilable differences; and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights, marital debts, and child custody, support and visitation; and

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the ground of irreconcilable differences; and

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. Husband shall be and is divested of any and all right title, or interest in and to the real property located at: 2251 Maplecrest Drive, Nashville, TN 37214. Wife shall be and is vested with sole right, title, and interest in and to said real property, which shall be and is hereinafter described as follows:

> Land in the Third Civil District of Davidson County, Tennessee, being lot No. 33 on the Map of Maplecrest, of record in Book 1835, pages 27, and 28, Register's Office for said County.
>
> Said Lot No. 33 fronts 70 feet on the southerly side of Maplecrest Drive and extends back between lines 150.4 feet on the westerly side and 150.3 feet on the easterly side to a dead line in the rear, measuring 70 feet thereon.

Being the same property conveyed to Joe Boyd Martin and wife, Elizabeth Martin, by Deed from Roy P. Angel, Trustee, of record in Book 6036 Page 295, Register's Office for Davidson Coudnty, Tennessee.

Wife shall be and is solely responsible for all taxes, maintenance expenses, and homeowners insurance associated therewith, as well as any and all utilities.

2. Wife shall be and is divested of any right, title or interest in and to the property located at 904 West Spring, Lebanon, Wilson County, Tennessee and any and all other real property in which Husband may have any equitable or fee simple interest. Wife expressly agrees to sign any and all QuitClaim Deeds or other instruments which may be necessary, if any to comply with the terms of this paragraph.

3. Wife shall be and is vested with sole right title and interest in and to all personal property, furniture, and appliances located at the Maplecrest Drive residence, and Husband shall be and is vested with sole right, title, and interest in and to all personal property now in his possession and/or located at his residence in Wilson County, Tennessee.

4. Husband shall pay, directly to Wife, for her support and maintenance, as alimony in solido, the sum of $5,000.00, which sum shall be paid within sixty (60) days following the entry of a Final Decree of Divroce.

5. Wife shall be and is vested with sole right, title and interest in and to the 1985 Ford Tempo automobile, and she shall be and is solely responsible for any indebtedness due and owing upon said vehicle, as well as all insurance and maintenance associated therewith. Husband shall be and is vested with sole right, title and interest in the 1985 Ford Pickup Truck, or any other vehicle in his possession, and he shall be and is solely responsible for any indebtedness due and owing upon any of said vehicles, as well as all insurance and maintenance associated therewith.

6. The parties' adult son, Joey Martin shall be the irrevocable primary beneficiary of a term life insurance policy insuring the life of Husband in the face amount of $21,000.00, provided through Husband's employer.

7. Husband shall be required to continue to pay such premiums as are necessary to maintain Wife on the group medical and hospitalization plan presently provided through his employer for a period of twelve (12) months following the entry of the Final Decree of Divorce, or until such time as Wife shall have obtained and qualified for a group medical and hospitalization plan with benefits, co-insurance, and deductible limits equal to those presently provided by Husband's plan whichever event shall first occur. The parties acknowledge that the amount of premium attributable to said insurance is $245.97 for medical coverage and $18.07 for dental coverage. Wife shall be solely responsible for paying all dental premiums associated with the plan for said period. Wife shall be solely responsible for all of her deductible and/or non-insured medical expenses.

8. The parties agree that the filing fee heretofore paid by Wife shall be applied to the total Court cost bill, with the balance of any and all Court cost to be paid by Husband, for which let that execution issue if necessary and each party shall be solely responsible for his/her attorney's fees incurred in this cause.

9. Wife shall be divested of any interest in Husband's checking account with Textron Employee's Credit Union; and, she shall be divested of any interest in the business enterprise known as Joe's Carpet Cleaning Service, as well as any assets and/or liabilities associated therewith. Husband shall be divested of any interest in the parties' joint checking account at Third National Bank.

10. Wife will be restored to her maiden name of "Rucker".

11. Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

12. The parties acknowledge that Attorney David R. Kennedy has represented Wife and Attorney John C. Hess has represented Husband in the negotiations surrounding the preparation of this instrument; and that both parties understand and agree with the contents of said Agreement. The parties acknowledge that neither Attorney Kennedy, nor Attorney Hess claims any expertise or special knowledge regarding the tax ramifications surrounding this Agreement and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding the ramifications and effect of signing this Agreement, and that neither of them rely upon the aforesaid attorneys as to the tax implications surrounding said instrument.

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

14. This Agreement shall be submitted to the Court and, if approved, shall be incorporated into any Final Decree of divorce granted to the Wife on the ground of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

15. Both parties agree that each of them shall sign any and all documents, deeds, or bills of sale, as shall be necessary to effectuate the intent of this Agreement.

16. By their signatures hereinafter below, both parties herewith acknowledge that Davidson County is the proper jurisdiction and venue of this action and each of them waive statutory or personal service of process.

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated directly beneath their respective names.

Jane Elizabeth Rucker Martin
JANE ELIZABETH (RUCKER MARTIN)
"Wife"

DATE: 11-3-92

Joe Boyd Martin
JOE BOYD MARTIN
"Husband"

DATE: 10/2/92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JANE ELIZABETH (RUCKER) MARTIN, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 2nd day of October, 1992.

NOTARY PUBLIC

My Commission Expires: 10-16-96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOE BOYD MARTIN, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 3rd day of November, 1992.

NOTARY PUBLIC

My Commission Expires: 5-25-96

IT IS FURTHER ORDERED that Husband shall be responsible for the balance of any and all of the Court costs associated herewith which may still remain due and owing, with the filing fees heretofore advanced by Wife to be first applied to the total court costs bill, for which let execution issue, if necessary.

ENTERED this the 4 day of December 1992.

Karen Cann
JUDGE

APPROVED FOR ENTRY:

DAVID R. KENNEDY (BPR#5642)
Attorney for Plaintiff/Wife
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
PH: (615) 883-4998

PICK-UP

DEC 16 2 20 PM '92
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE
7.4314

28.00

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U.S. Mail, postage prepaid, to Mr. John Hess, Attorney for Husband, at Suite 101, Gallatin Bldg., 278 Franklin Road, Brentwood, TN 37027, this 17th day of Nov, 1992.

DAVID R. KENNEDY

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* 4th *day of* December, *19* 92, *in Case Number* 90D-3554 *between* Jane Elizabeth (Rucker) Martin *Plaintiff, and* Joe Boyd Martin *Defendant, as same remains of record in Book* 212A, *Page* 519 *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* 217th *year of American Independence.*