PIF

2145/1003

IN THE Fourth CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JULIA ANN BARRETT,

Plaintiff,

vs. NO. 9204224

FRANCIS DARCIE BARRETT,

Defendant.

BOOK 8873 PAGE 512

FINAL DECREE

This cause came on to be heard on the 16 day of February, 1993, upon the plaintiff's Complaint for Absolute Divorce, upon the written and notarized Marital Dissolution Agreement executed by the parties, the testimony of the plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce, and provided for by T.C.A. Sec. 36-4-101 (11).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and more specifically, the terms of that Agreement are as follows:

95385

IDENTIFICATION REFERENCE

FEB 25 1 19 PM '93

JOE C. WILSON II REGISTER
DAVIDSON COUNTY, TN

PICK-UP

BOOK 8873 PAGE 513

IN THE 4TH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JULIA ANN BARRETT)
)
vs.)
) 92D4224
FRANCIS DARCIE BARRETT)

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 3rd day of December, 1992, by and between JULIA ANN BARRETT, hereinafter referred to as "Wife", and FRANCIS DARCIE BARRETT, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Agreement will be used in a Circuit Court Divorce action, Docket No. 92D4224, the parties do agree as hereinbelow set out:

1. The parties have no joint interest in any real property. The real property currently titled in the Wife's name only, located at 1009 Clarke Street, Old Hickory, Tennessee, 37138, shall be and remain her separate property; and the Husband agrees to make no claim on said real property. The parties hereby agree to sign any documents necessary in order to effectuate the provisions herein.

2. The Ford Van driven by Husband and the 1992 Toyota Tercel and the 1992 Nissan Sentra vehicles driven by the Wife, which are already titled in their respective names, shall be and remain their separate property, and both parties agree that they shall be solely responsible for any debts and encumbrances secured by their respective vehicles.

3. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

4. The Wife hereby agrees to be solely responsible for and hold the Husband harmless therefrom the timely repayment of a joint debt in both parties' names in favor of First American National Bank, with an approximate current balance of $5,000.00.

5. The parties hereby agree to be equally responsible for the attorney fee and court costs with regard to this divorce on the grounds of irreconcilable differences.

6. The Wife shall have her previous married name restored to her use, namely: Julia Ann Ridings.

7. The parties hereby agree that, except as described herein, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

8. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

9. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Julia Ann Barrett
JULIA ANN BARRETT

Francis D Barrett
FRANCIS DARCIE BARRETT

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, JULIA ANN BARRETT, with whom I am personally acquainted, and who acknowledged to me that she signed the within MARITAL DISSOLUTION AGREEMENT as her free act and deed for the purposes therein contained, this 3rd day of December, 1992.

Kaye E. Leggett
NOTARY PUBLIC

My commission expires:
NOTARY PUBLIC STATE OF TENNESSEE
MY COMMISSION EXP. MAY 8,1995

STATE OF NEW HAMPSHIRE)
)
COUNTY OF Hillsborough)

Personally appeared before me, a Notary Public in and for said State and County, FRANCIS DARCIE BARRETT, with whom I am personally acquainted, and who acknowledged to me that he signed the Within MARITAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained, this 12th day of November, 1992.

Dennis J. Chapman
NOTARY PUBLIC

My commission expires:

DENNIS J. CHAPMAN, Notary Public
My Commission Expires September 25, 1996

IT IS THEREFORE, ORDERED that the bonds of matrimony binding the parties hereto be absolutely and forever dissolved and that the plaintiff is hereby awarded an Absolute Divorce; and that each of the parties' being Julia Ann Barrett, 1009 Clarke Street, Old Hickory, Tennessee, 37138; and Francis Darcie Barrett, 152 Rochester Hill Road, #29, Rochester, New Hampshire, 03867, be vested with all the rights and privileges of an unmarried person, including restoration of the Wife's previous married name: Julia Ann Ridings. That the parties' Marital Dissolution Agreement is ratified and made a part of this Final Decree; and that the costs of this cause be assessed against the plaintiff.

For all of which execution may issue as necessary.

ENTER, this 16 day of February, 1993.

JUDGE

SUBMITTED FOR ENTRY:

TED F. WALKER
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
615/244-7707

CERTIFICATE OF SERVICE

I, HEREBY CERTIFY that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid to defendant at the above address this 16 day of February, 1993.

TED F. WALKER

7039 02/25 3101 03CHECK 28.00

BOOK 8873 PAGE 518

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* 16th *day of* February, *19* 93, *in Case Number* 92D-4224 *between* Julia Ann Barrett *Plaintiff, and* Francis Darcie Barrett *Defendant, as same remains of record in Book* 214B, *Page* 1003 *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* 25th *day of* February *in the year one thousand nine hundred and* ninety-three *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Betty W. Murray *D.C.*

Form #GR-117