214A/403

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1993 FEB -5 PM 4:23
GEORGE L. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LARRY RAY PATRICK
Plaintiff,

vs.

GRACIE F. PATRICK,
Counter-Plaintiff.

No. 91D-890

BOOK 8894 PAGE 461

FINAL DECREE

This cause came on for final hearing on February 5, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon complaints for absolute divorce filed by both parties, submission to the Court of a properly executed marital dissolution agreement, testimony of Husband, statement of counsel and the entire record herein, from all of which the Court finds as follows:

From the testimony of Husband, **LARRY RAY PATRICK**, it appears that the parties hereto have differences in their marriage which cannot be reconciled and they therefore should be divorced upon the grounds of irreconcilable differences.

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the bonds of matrimony heretofore existing between the parties be, and are hereby, forever, and perpetually dissolved, and the Complainant/Husband, **LARRY RAY PATRICK**, and the Counter-Plaintiff/Wife, **GRACIE F. PATRICK**, shall be and are divorced and restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED** and **DECREED** and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable division of any property rights between the parties. Said agreement is as follows:

FOUR

IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED

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GEORGE L. ROOKER, CLERK

D.C.

LARRY RAY PATRICK,

Complainant,

vs.

GRACIE F. PATRICK,

Counter-Complainant.

No. 91D-890

BOOK 8894 PAGE 462

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Circuit Probate Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **LARRY RAY PATRICK**, hereinafter referred to as "Husband," against **GRACIE F. PATRICK**, hereinafter referred to as "Wife," under Docket No. 91D-890, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval in the event that a Decree of Divorce is granted in this cause, and

WHEREAS, both parties have been advised of their respective rights and responsibilities, one to the other.

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 contained herein.

2. NO INTERFERENCE: Each party shall be free from 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 cohabit or dwell with him or her.

3. TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with the divorce and is not a sale or exchange or other disposition, but is an equal division of property by co-owners.

4. TRIAL: Husband shall proceed to trial to obtain an Absolute Divorce upon the ground of Irreconcilable Differences.

5. REAL PROPERTY: Both parties owned real property prior to their marriage. The parties agree that each shall retain as separate property said real property free and clear of any claim of the other. Husband shall retain the real property located at 1136 Wakeman Road, White Bluff, Tennessee, and the 11.98 acres located at 1924 County House Road, White Bluff, Tennessee, and any right title or interest in and to said property shall be divested out of Wife and vested in Husband. Husband shall indemnify and hold Wife harmless on any indebtedness on said real property.

Wife shall retain as separate property the real property located at 332 Chamberlin Street, Nashville, Tennessee, and any right, title or interest in and to said property shall be divested out of Husband and vested in Wife. Wife shall indemnify and hold Husband harmless on any indebtedness on said real property.

The parties agree that Husband shall retain as separate property the house trailers located on his separate real property free and clear of any claim of Wife. Husband shall retain the 1988 Clayton mobile home and the 1990 Redmond mobile home as separate property. Husband shall be solely responsible for any indebtedness existing on said personalty and shall indemnify and hold Wife harmless thereon.

6. VEHICLES: The parties agree that Wife shall retain the 1984 Dodge Ram Charger automobile free and clear of any claim of Husband. They further agree that Husband shall retain the 1988 Ford Taurus automobile free and clear of any claim of Wife. Husband shall pay any indebtedness on said vehicle and shall indemnify and hold Wife harmless thereon.

7. FARM ANIMALS AND EQUIPMENT: The parties agree that Husband shall retain as separate property all farm equipment located on his real property, including the 1976 Ford pickup truck, Cherokee horse trailer, all saddles and tack, two utility trailers, all tools, the Massey Fergerson tractor and all other equipment.

The parties agree that Husband shall retain all live stock, farm animals, including Baron (Doberman), two (2) horses, and live game, including the ducks and geese free and clear of any claim of Wife. Any indebtedness existing on any of the personal property retained by Husband shall be his financial responsibility and he shall indemnify and hold Wife harmless thereon.

8. HOUSEHOLD FURNITURE AND FURNISHINGS: The parties agree that Husband shall retain the following items as separate property free and clear of any claim of Wife: one queen size bed and all queen bedding, two (2) 19 inch color T.V.'s, and remote, two (2) 25 inch color T.V.'s, floor lamp, round table, T.V. stand (micro wave cart), V.C.R. antique dresser with mirror, antique hall tree, upright freezer, dinette set (table and four chairs) two bar stools, three brass and glass end and coffee tables, brass and glass lamp, two (2) lazy boy recliner chairs, grey sofa, ceramic pig, wood horse, ceramic mare and foal, rocking chair, two phones, automatic drip coffee pot, microwave over, blender, brown chest of drawers, student desk, 9x12 oriental rug (located at Wife's residence to be returned upon Wife obtaining carpeting), office desk, all music equipment, brass floor reading lamp, patio table and chairs, three (3) floral arrangements, three (3) outside flower trills, garden hose, one glass cake plate.

With the exception of the oriental rug, Wife shall retain all furniture and furnishings in her possession free and clear of any claim of Husband. Wife has removed all items from the parties' home and has relocated same to her new residence.

9. CREDIT: The parties agree that neither shall further encumber the credit of the other following the signing of this Marital Dissolution Agreement. The parties agree the the marital debts and obligations should be divided as follows: Husband shall pay all indebtedness on and indemnify Wife and hold her harmless on the following: all individual accounts in his name, all indebtedness existing on the real property

and trailers retained by him as separate property, and the indebtedness on the automobile awarded to Husband. Husband shall further pay the indebtedness to Weltruco Credit Union, account number #334-40-5202-027, Third National Bank, account number #091-41-1052-208708, Visa, account number #4184-7100-0980-5825 and Maury County Hospital. Wife shall pay in full the following indebtedness and shall indemnify and hold Husband harmless thereon: Third National Bank Visa, Teachers Credit Union, Sears, Road King Tires, Dr. Fredricks and all indebtedness on Wife's property located at 332 Chamberlin Avenue, Nashville, Tennessee.

10. LIQUID ASSETS: The parties agree that each shall retain sole ownership of the bank accounts presently in their individual names free and clear of any claim of other.

11. JEWELRY AND WEARING APPAREL: Each party shall be awarded the sole and exclusive ownership of his or her jewelry, clothing, ornaments of the person, and personal wearing apparel, free from any claim of the other party.

12. ALIMONY WAIVER: Wife hereby waives any further claim for alimony, past, present or future, other than as is specifically contained in this agreement.

13. ATTORNEY'S FEES: Each party shall be responsible for his or her own attorney fees.

14. COURT COSTS: The parties agree that each shall be equally responsible for any and all Court costs in connection with this divorce action.

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 obligations are nondischargeable debts under §523(a)(5) of the Bankruptcy Reform Act of 1978 (or any corresponding provision in any other bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations on the part of both parties are not a part of the property settlement. The division of the

property is set forth elsewhere in the property settlement agreement.

16. FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this Agreement for her support and maintenance are fair, equitable, and satisfactory to her and in keeping with her accustomed standard of living and her reasonable requirements.

17. VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and each party acknowledges that the Agreement fully, adequately and sufficiently provides for the equitable settlement of the parties' property rights and debt liability; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

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

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 thereof and that they have signed the same voluntarily.

20. EFFECTIVE DATE OF AGREEMENT: The parties agree that the Marital Dissolution Agreement shall become fully effective and shall bind the parties upon the signing of the agreement by both parties.

WITNESS OUR HANDS, this 27 day of January, 1992, as to Wife, and the 2nd day of February, 1993, as to Husband.

/s/ Gracie F. Patrick
GRACIE F. PATRICK

/s/ Larry Patrick
LARRY PATRICK

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **GRACIE F. PATRICK**, who made oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 27th day of January, 1992.

/s/Ann Marie Luttrell
Notary Public

My Commission Expires: 3/23/96

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **LARRY PATRICK**, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 2nd day of February, 1993.

/s/ Sandra F. Jones
Notary Public

My Commission Expires: 11/25/93

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the Marital Dissolution Agreement heretofore presented to the Court and incorporated herein is hereby approved by the Court and made the judgment thereof in all respects.

It is further **ORDERED** that the costs of this cause not heretofore paid by either party, shall be taxed equally against the parties for all of which execution may issue if necessary.

ENTERED this 5th day of February, 1993.

JUDGE

APPROVED FOR ENTRY:

Sandra Jones #7082
Attorney for Husband
213 Third Avenue, North
Nashville, Tennessee 37201
615-256-6401

Thomas D. Steele #4111
Attorney for Husband
211 Union Street
Suite 604
Nashville, Tennessee 37201-1504
615-242-6497

02614.

IDENTIFICATION REFERENCE

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DAVIDSON COUNTY, TN

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STATE OF TENNESSEE

RICHARD R ROOKER

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* 5th *day of* February, *19* 93, *in Case Number* 91D-890 *between* Larry Ray Patrick *Plaintiff, and* Gracie F. Patrick *Defendant, as same remains of record in Book* 214A, *Page* 403 *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* 23rd *day of* March *in the year one thousand nine hundred and* Ninety-three *and in the* 217th *year of American Independence.*

RICHARD R. ROOKER
~~GEORGE L. ROOKER~~, *Clerk,*

By Tessee, *D.C.*

Form #GR-117