IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LOIS IRENE MARTIN ROBERTS

vs. No. 91D-3805

150-14

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DOUGLAS DILLARD ROBERTS

FINAL DECREE

This cause came on to be heard on the 7th day of January, 1992, before the Honorable Muriel Robinson Rice, Judge, upon the original Complaint for Absolute Divorce filed by Mrs. Roberts, submission to the Court of a signed and written Marital Dissolution Agreement, testimony of Mrs. Roberts, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. §36-4-101(11).

It is therefore, ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and your Plaintiff, Lois Irene Martin Roberts, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court, and the Court affirmatively finds, that the parties have entered into a written Marital Dissolution Agreement which makes adequate provisions for an equitable division of the properties and the Court approves said agreement and incorporates same herein verbatim as follows:

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for ~~Rutherford~~ Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **LOIS IRENE MARTIN ROBERTS**, hereinafter referred to as "Wife" against **DOUGLAS DILLARD ROBERTS**, hereinafter referred to as "Husband" under Docket No. 91D-3805, 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 a Decree of Divorce is granted in this cause, and

WHEREAS, both of these 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 herein contained.

(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 a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

(4) **TRIAL:** Wife shall proceed to trial to obtain an Absolute Divorce upon the grounds of irreconcilable differences.

(5) **CHILD CUSTODY:** There are no minor children born of this union and Wife is not presently expecting a child.

(6) **MARITAL RESIDENCE:** The parties own the marital residence at 3609 Lipton Place, Antioch, Davidson County, Tennessee, as Joint Tenants by the Entirety. All right, title and interest which Husband has, in and to, the aforementioned property shall be divested from him and the sole and exclusive ownership shall be vested in Wife in fee simple absolute, and she shall assume the balance of mortgage indebtedness thereon and hold Husband harmless from any responsibility therefrom.

The parties acknowledge that Husband has vacated the premises as of the date of the execution of this agreement. Husband agrees to sign a Quitclaim Deed divesting his interest thereto.

(7) VEHICLES: Wife shall be awarded the sole and exclusive ownership of the 1988 Nissan Pulsar automobile and she shall assume the balance of indebtedness thereon and hold Husband harmless therefrom. Husband shall be awarded the sole and exclusive ownership of the 1980 Lincoln automobile and he shall assume the balance of indebtedness thereon, if any, and hold Wife harmless therefrom.

(8) BANK ACCOUNTS: The parties have separated their bank accounts. Each party will retain the sole and exclusive ownership of their separate bank accounts, including checking, savings, money market accounts, and IRA accounts, free from any claim by the other party.

(9) HOUSEHOLD FURNITURE AND FURNISHINGS: The parties acknowledge that they have divided the household furniture and furnishings and each party will retain the sole and exclusive ownership of any and all furniture or furnishings in his or her possession upon the date of the execution of this agreement.

(10) DEBTS: Each party will be responsible for their sole and separate debts incurred during the marriage and shall hold the other person harmless from any responsibility thereon.

(11) RETIREMENT: Each party will retain any retirement, pension plan, or profit sharing plan that they have accumulated during the marriage free from any claim by the other party.

(12) JUDGMENT: Wife shall be awarded a judgment against Husband for the sum of **THREE THOUSAND ($3,000.00) DOLLARS.** This represents funds given to Husand by Wife prior to the separation. This judgment shall accrue interest at ten percent (10%) until paid in full.

(13) ATTORNEY FEES: Each party will pay their respective attorneys fees.

(14) COURT COSTS: All Court costs in this cause shall be divided equally between the parties.

(15) ENFORCEMENT PROVISION: In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(16) 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 obligation is a nondischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final 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.

(17) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this Agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor children and in keeping with her accustomed standard of living and her reasonable requirements.

(18) VOLUNTARY ACCEPTANCE: The provision of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(19) 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.

(20) ESTATE WAIVER: It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(21) 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 same voluntarily.

WITNESS OUR HANDS, this the 9TH day of December, 1991, as to the Husband, and the 10th day of December, 1991, as to the Wife.

Lois Irene Martin Roberts
LOIS IRENE MARTIN ROBERTS

Douglas Dillard Roberts
DOUGLAS DILLARD ROBERTS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **LOIS IRENE MARTIN ROBERTS**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 10th day of December, 1991.

Cindy Mariscalco
NOTARY PUBLIC

My Commission Expires: 3/25/95

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **DOUGLAS DILLARD ROBERTS**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 9th day of December, 1991.

Linda Goddard
NOTARY PUBLIC

My Commission Expires: 10/16/95

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It is further **ORDERED AND ADJUDGED** by the Court that all right, title and interest which the Defendant, Douglas Dillard Roberts, has in and to the property located at 3609 Lipton Place, Antioch, Tennessee 37013, more specifically described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 44 on the Plan of Lake Towne Park, Section 6 of record in Plat Book 6900, Page 832, Register's Office for said County, to which reference is made for a more complete description.
> Being the same property conveyed to Lois I. Roberts and husband, Douglas D. Roberts, by deed of record in Book 8141, Page 717, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing restrictions and easements of record."

shall be divested from him and vested in Lois Irene Martin Roberts in fee simple and she shall assume the balance of mortgage indebtedness thereon and hold Mr. Roberts harmless therefrom.

It is further **ORDERED AND ADJUDGED** that the last known addresses of the parties are as follows:

Lois Irene Martin Roberts
3609 Lipton Place
Antioch, Tennessee 37013

Douglas Dillard Roberts
3609 Lipton Place
Antioch, Tennessee 37013

It is further **ORDERED AND ADJUDGED** that the costs of this cause are taxed against the parties equally, for all of which execution may issue if necessary.

Entered this the 7th day of January, 1992.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: ROBERT L. JACKSON
P.R. #2486
214 Second Avenue, North
Suite 103
Nashville, Tennessee 37201
615/256-2602

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been furnished to Mr. Douglas Dillard Roberts, 3609 Lipton Place, Antioch, Tennessee 37013, on this the 7th day of January, 1992.

ROBERT L. JACKSON

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MAIL ENV.

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 SEVENTH day of JANUARY, 19 92, in Case Number 91D-3805 between LOIS IRENE MARTIN ROBERTS Plaintiff, and DOUGLAS DILLARD ROBERTS Defendant, as same remains of record in Book 202B, Page 1216 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 26 day of MARCH in the year one thousand nine hundred and NINETY-THREE and in the 217 year of American Independence.

~~GEORGE L. ROOKER~~, Clerk,

By Barbara Eldridge D.C.

Form #GR-117