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2136/902

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

'93 JAN 12 PM 4:05

CARLA SUE LEWIS WALKER,
Complainant (Wife)

v.

ROBERT TODD WALKER,
Defendant (Husband)

No. 92D-3781

BOOK 8923 PAGE 688

FINAL DECREE OF DIVORCE

Be it remembered that on the 12th day of January, 1993, this matter was heard by the Honorable Muriel Robinson Rice, Judge, upon the:

(a) verified complaint of Wife,

(b) sworn testimony of Wife,

(c) the marital dissolution agreement, the original of which is included herein

(d) statements and arguments of Counsel for Wife, and

(e) the entire record in this cause.

From all of the foregoing the Court finds that:

(1)

Irreconcilable differences have arisen between the parties to such an extent that they can no longer remain man and wife and Wife should be granted an absolute divorce with all the rights of an unmarried person restored to her.

(2)

The Parties have entered into a marital dissolution agreement that is included in this final decree, that makes adequate and sufficient provision for the equitable settlement of all property rights between the parties, and that reads in words and numbers as follows:

12096

IDENTIFICATION REFERENCE

APR 22 3 44 PM '93

DAVIDSON COUNTY, TN

PICK-UP

9252 04/22 0101 03CHECK 28.00

Exhibit A

MARITAL DISSOLUTION AGREEMENT BOOK 8923 PAGE 689

'93 JAN 12 PM 4:05

This Agreement is entered into by and between ROBERT TODD WALKER, hereinafter referred to as "HUSBAND," and CARLA SUE LEWIS WALKER, hereinafter referred to as "WIFE."

WHEREAS, irreconcilable differences have arisen between the parties to such an extent that they can no longer remain husband and wife, and

WHEREAS, WIFE will file a complaint for an absolute divorce on the grounds of irreconcilable differences in the Circuit Court of Davidson County, Tennessee, and

WHEREAS, HUSBAND and WIFE desire to settle all property rights and other rights between them, they enter into this agreement which will be presented to the Court for approval at the hearing on the divorce proceeding to be instituted by WIFE, and for that purpose, the parties agree as follows:

(1)

Neither HUSBAND nor WIFE will pay alimony to the other.

(2)

HUSBAND and WIFE acquired during their marriage interests in two parcels of real estate. They own as tenants by the entirety:

(a) their personal residence located at 912 Fatherland Street, Nashville, Davidson County, Tennessee, and

(b) an undivided one-half interest in an improved lot at 205 South Sixth Street, Nashville, Davidson County, Tennessee.

Their personal residence is to be the sole and separate property of HUSBAND. WIFE will execute and deliver to HUSBAND, simultaneously with her execution of this agreement, a quitclaim deed conveying to HUSBAND all of WIFE's right, title and interest in their personal residence.

The parties' undivided one-half interest in the property located at 205 South Sixth Street is to be sold. On or before the earlier of October 1, 1993, or the date this property is

sold, HUSBAND will pay to WIFE the sum of one thousand five hundred and 00/100 dollars ($1,500.00) and WIFE will execute and deliver to HUSBAND, simultaneously with her receipt of these funds, a quitclaim deed, to be prepared at the expense of HUSBAND, conveying to HUSBAND all of WIFE's right, title and interest in the parties' undivided one-half interest in the property located at 205 South Sixth Street.

Neither HUSBAND nor WIFE owns any other interest of any kind in any real estate.

(3)

HUSBAND and WIFE have amicably divided all personal property both brought to and acquired during the marriage. Further, HUSBAND and WIFE agree that all property now in possession of the other is the sole and separate property of the other.

(4)

HUSBAND and WIFE have agreed which of their marital debts are to be the responsibility of the other.

HUSBAND will be responsible for and will at all times keep WIFE free, harmless, and indemnified from and against the following debts (the listed amounts are the approximate balances as of July 15, 1992):

Creditor	Identifying Number	Amount
Sears	6-50911-55255-4	$ 3,911.55
TEXACO	33-455-2163-1	503.59
MBNA America	5329-0011-8926-0590	2,001.67
EXXON	182-314-705-1	201.56
Liberty National	14-91-427-21847	5,693.19
Commercial Credit	42293-316679	20,670.00
NationsBank	222 899-7	88,832.00
1st Nation Bank in West Memphis	451001-100011132-80	351.08
~~Expressions~~	~~65-8925-000491-1~~	~~1,502.54~~

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WIFE will be responsible for and will at all times keep HUSBAND free, harmless, and indemnified from and against the following debts (the listed amounts are the approximate balances as of July 15, 1992):

Creditor	Identifying Number	Amount
Service Merchandise	7186-021383-5	$ 680.43
CitiBank MasterCard	5424-1802-3863-0450	1,162.25
CitiBank VISA	4128-190-532-692	2,200.99
Discover	6011-0066-7003-1799	910.97
MS Student Loan	[redacted]1630-7	152.07
Liberty National	14-91-401-00015	9,761.01
Third National	9017-136-806-002	1,942.94

Further, HUSBAND will at all times keep WIFE free, harmless, and indemnified from and against any and all debts, claims, and liabilities arising from or related in any way to their interest in the real estate located at 205 South Sixth Street.

HUSBAND and WIFE agree that all their other marital debts are minimal and insignificant.

(5)

HUSBAND and WIFE further agree at all times to keep the other free, harmless, and indemnified from and against any and all debts, claims, and liabilities hereafter incurred by the other.

(6)

HUSBAND and WIFE agree that:

(a) each has the knowledge of the income, expenses, and financial condition of the other required to form an opinion concerning the fairness and equity of this agreement,

(b) each has read and understands this agreement, and

(c) this agreement is fair and equitable to all persons with an interest in it.

(7)

HUSBAND and WIFE will pay their own expenses incurred in and incident to the contemplated litigation, and WIFE will pay the court costs of the divorce proceeding.

(8)

HUSBAND and WIFE agree the effective date of this agreement is to be the date it is executed by the last to sign.

Executed this 16TH day of OCTOBER, 1992.

Robert Todd Walker

Executed this 16 day of October, 1992.

Carla Sue Lewis Walker

ACKNOWLEDGMENTS

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, A. Maria Warhurst, a Notary Public in and for said County and State, ROBERT TODD WALKER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he executed the foregoing marital dissolution agreement.

Witness my hand and official seal at Nashville, Tennessee, this 16 day of October, 1992.

A. Maria Warhurst
Notary Public

My commission expires: My Commission Expires MAY 22, 1993.

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, A. Maria Warhurst, a Notary Public in and for said County and State, CARLA SUE LEWIS WALKER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that she executed the foregoing marital dissolution agreement.

Witness my hand and official seal at Nashville, Tennessee, this 16 day of October, 1992.

A. Maria Warhurst
Notary Public

My commission expires: My Commission Expires MAY 22, 1993.

4:068

IT IS ACCORDINGLY ORDERED, ADJUDGED, AND DECREED THAT:

1. The bonds of matrimony between the parties are forever dissolved and the rights of an unmarried person are restored to each of them.

2. The marital dissolution agreement is approved and made a part of this final decree.

3. Wife's maiden, Carla Sue Lewis, is restored to her.

4. The costs of this cause are taxed to Wife.

Muriel Robinson Rice

Muriel Robinson Rice, Judge

1-12-93

APPROVED FOR ENTRY:

Joel H. Dark

Joel H. Dark (BPR #2651)
4701 Trousdale Drive
Nashville, Tennessee 37220
(615) 833-9500

Attorney for Wife

CERTIFICATE OF SERVICE

I hereby certify that I have, on this 4th day of January, 1993, served the foregoing final decree of divorce on the Defendant by placing a true and correct copy of it in the U. S. mail with proper first class postage affixed and addressed to:

Mr. Robert Todd Walker
912 Fatherland Street
Nashville, Tennessee 37206

Joel H. Dark

Joel H. Dark

21:051

BOOK 8923 PAGE 694

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* 12th *day of* January, *19* 93, *in Case Number* 92D-3781 *between* Carla Sue Walker *Plaintiff, and* Robert Todd Walker *Defendant, as same remains of record in Book* 213B, *Page* 902 *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* 15th *day of* April *in the year one thousand nine hundred and* ninety-three *and in the* 217th *year of American Independence.*

[redacted], *Clerk,*

By K. Langford *D.C.*

Form #GR-117