BOOK 8941 PAGE 480 2166/1344

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

93 APR 26 PM 3:57

CLERK

D.C.

TERI GAIL STEVENS PAINTER,

Wife,

VS.

RODNEY HOUSTON PAINTER, SR.,

Husband.

NO. 93D-478

PICK-UP

FINAL DECREE OF DIVORCE

93 MAY 7 9:02 AM

DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

17311

This cause came on to be heard on this the 21st day of April, 1993, before the Honorable Muriel Robinson-Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Wife's Complaint for an absolute divorce, testimony of the Wife, statement of counsel, and the entire record in this matter from all of which it appears to the satisfaction of the Court that the allegations contained in the Wife's Complaint have been fully sustained by the proof that is, that there are irreconcilable differences between the parties, and that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any and all property rights by and between the parties.

It is therefore, **ORDERED, ADJUDGED and DECREED** that the bonds of matrimony heretofore existing between the parties be and hereby are forever and perpetually dissolved, and the Wife is hereby awarded an absolute divorce from the Husband and restored to all the rights and privileges of an unmarried person.

0517 05/07 0101 03CHECK 24.00

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and, therefore, it is ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement entered into and heretofore filed with this Court be and the same is hereby approved, and made a part of this Final Decree of Divorce.

Said agreement is set out as follows:

FILED
93 APR 26 PM 4:01
CLERK

# MARITAL DISSOLUTION AGREEMENT

**THIS AGREEMENT** is entered into by and between TERI GAIL STEVENS PAINTER, hereinafter called "Wife", and RODNEY HOUSTON PAINTER, SR., hereinafter referred to as "Husband", subject to the following premises, terms, and conditions:

## WITNESSETH:

**WHEREAS**, the parties have experienced and are experiencing certain marital difficulties which render it impossible for the marriage relationship to continue; and

**WHEREAS**, it is the desire of both parties to enter into a written agreement relative to their respective marital and property rights, and to make transfers of interest in property pursuant to such agreement so as to settle fully and finally all rights, interests, and claims of every kind and character arising or that may arise out of the marital relationship existing between them.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the acts to be performed, and in consideration of the mutual promises, covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties own jointly real property located at 575 Moss Landing Drive, Antioch, Tennessee 37013. Wife will execute a Quitclaim Deed conveying all of her right, title and interest to the property to Husband. Husband will be responsible for all mortgage payments, maintenance and upkeep in connection with said real property. Husband further agrees to save, hold harmless and indemnify Wife for any payments, expense or otherwise in connection with taxes, mortgage payments, insurance or any other expense arising out of the ownership and maintenance of said marital property.

Husband will attempt to sell the above described property in the future and when said sale is consummated, Husband agrees to give Wife one-half (1/2) of any equity or profit derived from sale of said house.

2. The parties are jointly liable for the payment of a certain 1992 Explorer automobile which is titled jointly to both parties. Parties agree that this vehicle will become the sole and separate property of the Husband who further agrees to be responsible for all payments, maintenance and upkeep in connection with ownership of said vehicle. Husband agrees to save, hold harmless and indemnify Wife for any damages or expense for which she may be responsible arising out of her liability on said Note. Wife agrees to execute any and all documents necessary to transfer ownership of said vehicle to Husband.

3. Husband agrees to pay the Wife the sum of Four Hundred Dollars ($400.00) for a refrigerator which is presently located in the house at 575 Moss Landing Drive, Antioch, Tennessee.

4. It is agreed that the parties will file a joint income tax return for the year 1992 and to split equally any refund therefrom.

5. Each party will pay an attorney's fee of Three Hundred Dollars ($300.00) to Robert F. Spann, Attorney for the Wife.

6. Husband agrees to pay any and all costs incurred in the filing of this action with the Court.

7. The parties have acquired certain personal items during their marriage by way of household furnishings, appliances, utensils and otherwise. The parties agree that they will divide these items between the two of them in such a way as will be equitable and agreeable to the parties herein. The parties further agree to release any claim for any item or personalty which is uniquely personal in nature to the other party, such as clothing, jewelry or personal property owned by the other prior to their marriage.

8. It is understood and agreed between the parties, as part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement. In the event that it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting such action.

9. It is understood and agreed between the parties that this agreement shall be introduced in said proceedings instituted by Wife and submitted to the Court for ratification and incorporation into the Final Decree of Divorce in Davidson County, Tennessee.

10. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights and obligations of the respective parties hereto, including a complete release of all marital rights of each, and all of the legal obligations of each to the other, and shall constitute a discharge from all claims arising out of the marital relationship of the parties, 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, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or a 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.

11. It is understood and agreed between the parties that from and after the date of the execution of this agreement, neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any future debt of the other, except as otherwise provided hereinabove, then the party for whose benefit such payments are made will indemnify the other to the full extent of the amount paid, including any interest and legal expenses incurred, if any.

12. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

13. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions of this agreement and their legal effect are fully known by each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

14. This agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

15. In the event any provision of this agreement shall be held invalid by a court of competent jurisdiction, such individual provision shall not affect the other provisions of this agreement, said provisions being severable.

16. This agreement may be altered, amended or canceled only by an instrument in writing signed by each of the parties.

**THIS AGREEMENT**, is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of Divorce between the parties.

Teri Gail Stevens Painter
TERI GAIL STEVENS PAINTER, "Wife"

Rodney Houston Painter SR
RODNEY HOUSTON PAINTER, "Husband"

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, TERI GAIL STEVENS PAINTER, the within named bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who, after being duly sworn, acknowledged that she executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and seal this the 29 day of Jan, 1993.

NOTARY PUBLIC

My Commission Expires: 11-26-94

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, RODNEY HOUSTON PAINTER, SR., the within named bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who, after being duly sworn, acknowledged that he executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and seal this the 29 day of Jan, 1993.

NOTARY PUBLIC

My Commission Expires: 11-26-94

It is further **ORDERED, ADJUDGED and DECREED** that the Complaint for Divorce be amended to reflect the following:

m. Date and place of birth: September 23, 1947, Davidson County, TN

q. Date and place of marriage of the parties: June 24, 1988, Davidson County, TN.

It is further **ORDERED, ADJUDGED and DECREED** that the costs of this cause shall be taxed to the Husband, for which execution may issue, if necessary.

It is further **ORDERED, ADJUDGED and DECREED** that the Marital Dissolution Agreement heretofore, entered into by the parties is in all respects and things ratified, approved, and affirmed by the Court and is made a part of this decree for all purposes contained herein.

**ENTER** this 26th day of April, 1993.

JUDGE

APPROVED FOR ENTRY:

ROBERT F. SPANN
Attorney for Wife
Supreme Ct. Registration #2532
First American Center, Suite 1545
Nashville, Tennessee 37238-1545
615/242-2525

## CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been sent by U.S. Mail, postage prepaid, to the Husband, Rodney Houston Painter, Sr., 3416 Hamilton Church Road, Antioch, Tennessee 37013, this 21st day of April, 1993.

ROBERT F. SPANN

# STATE OF TENNESSEE

I, RICHARD R. 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 26 day of APRIL, 19 93, in the Case Number 93D478 between PAINTER, TERI GAIL STEPHENS Plaintiff, and PAINTER, RODNEY HOUSTON SR Defendant, as same remains of record in Book 216B, Page 1344 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 07 day of MAY in the year one thousand nine hundred and ninety-three and in the 217th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk