IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHESTER BRUCE ROBSON,)
)
Plaintiff,)
)
VS.) NO. 92D-2606
)
SHIRLEY BROWN ROBSON,)
)
Defendant.)

52-16A-31 CO
52-16A-33 CO
52-16A-42 CO
52-16A-43 CO

FINAL DECREE

This cause came on to be heard on the 15th day of October, 1992, before the Honorable Marietta M. Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the original complaint of the Plaintiff/Husband, testimony of the parties, statement of counsel, and the entire record in this cause, from all of which the Court affirmatively finds that the parties were married in Robertson County, Tennessee, and residents of Wilson County, Tennessee, at the time of their separation; that the Defendant/Wife is presently a resident of Davidson County, Tennessee; that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and have suffered irreconcilable differences in their marriage and that the Plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

It is, therefore, **ORDERED, ADJUDGED and DECREED** that the Plaintiff/Husband, Chester Bruce Robson, shall be, and he hereby is, awarded an absolute divorce from the Defendant/Wife, Shirley Brown Robson, on the ground of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED and DECREED** that the Marital Dissolution Agreement heretofore entered into by the parties shall be, and it hereby is, approved by the Court and made part of this Final Decree, the said Agreement being as follows:

IN THE _____ COURT FOR DAVIDSON COUNTY, TENNESSEE

CHESTER BRUCE ROBSON,
Plaintiff,
VS.
SHIRLEY BROWN ROBSON,
Defendant.

JUL 28 PM 3 33
CLERK & MASTER, CLERK

NO. 92D-2606

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between CHESTER BRUCE ROBSON, hereinafter referred to as "Husband", and SHIRLEY BROWN ROBSON, hereinafter referred to as "Wife", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties were married on June 18, 1966, in Springfield, Robertson County, Tennessee; and

WHEREAS, the parties have experienced and are experiencing certain marital difficulties which render it impossible for the marriage relationship to continue, and a complaint for dissolution of the marriage will be filed simultaneously with this Agreement; and

WHEREAS, it is the desire of both parties to enter into a written agreement relative to their marital and property rights, all dower and homestead rights, including a complete release of all the Wife's marital rights, and all the Husband's legal obligations, 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 hereby agree as follows:

1. Wife shall receive the 1987 Cadillac Eldorado presently titled in her name and shall assume and hold Husband harmless for any existing debt on the Cadillac Eldorado.

2. Husband shall receive the 1983 Chevrolet Van and the 1991 GMC Van presently titled in the Husband's name and shall hold Wife harmless from any existing debt on the Chevrolet Van and GMC Van.

3. Each party will receive the property owned by him or her at the time of the marriage.

4. Wife shall receive the cherry living room furniture, the walnut bedroom suite, the 25" color television set, the breakfast drop-leaf table and two (2) chairs, and the washer and dryer.

5. Husband shall receive the den sectional couch, the compact disc player, the cherry bedroom suite, the round table and two (2) chairs.

6. Wife shall have thirty (30) days from the date of the filing of the Complaint for Divorce to remove all furniture belonging to her from the house located at 208 Kings Road, Mt. Juliet, Tennessee.

7. Each party shall be responsible for all payments on any credit cards in his or her name and shall indemnify and hold the other party harmless from any claims or actions pertaining thereto.

8. Each party shall be responsible for payment of his or her presently outstanding and future medical bills and expenses and shall indemnify and hold the other party harmless from any claims or actions pertaining thereto. Husband shall continue to pay premiums on the existing medical insurance policy insuring Wife through the date when the judgment granting the divorce becomes final.

9. Each party shall be responsible for payment of his or her automobile insurance insuring his or her respective vehicle(s).

10. Wife shall pay to Husband the sum of One Thousand and No/100 Dollars ($1,000.00) in equal monthly installments of

$100.00 each beginning on the first (1st) day of the month after the judgment granting the divorce becomes final and continuing for nine (9) consecutive months thereafter.

11. Wife shall return the typewriter to Husband within thirty (30) days of the date of the filing of the Complaint for Divorce.

12. Wife shall transfer by quitclaim deed to Husband all of her rights, title and interest in and to that certain tract of land located in Wilson County, Tennessee, more commonly known as 208 Kings Road, Mt. Juliet, Tennessee. Husband shall assume full responsibility for all remaining payments on the note secured by the deed of trust encumbering the aforesaid property and shall indemnify and hold Wife harmless from any claims or actions pertaining thereto.

13. Wife shall retain full title to and ownership of those certain four (4) condominium units located in Davidson County, Tennessee, more commonly known as Units D-31, D-33, E-42 and E-43, Neely's Bend Condominiums, Madison, Tennessee. Wife shall assume full responsibility for payment of the notes secured by the deeds of trust encumbering the title to the aforesaid condominiums and shall indemnify and hold Husband harmless from any claims or actions pertaining thereto, including claims for past due payments, late charges and attorneys' fees.

14. Other than the debts mentioned above, there are no joint debts of the parties, and each will assume and hold the other harmless for all debts in their individual names. The Husband and Wife each represent and warrant to the other that they have not incurred any debts or made any contracts of which the other is unaware or for which their estates may be liable. Husband and Wife each agree not to incur any such debts or to make any other such contracts and represent and agree that they will likewise incur no further debts or obligations for which the other party or estate may be held liable.

15. 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.

16. The court costs will be paid by the Husband.

17. In the event that it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, if successful, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

18. 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.

19. 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 of Wife's marital rights, and all of the Husband's legal obligations to the Wife, 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, courtesy, 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 or Wife, individually or jointly, or any property that either of them may acquire in the future.

20. It is understood and agreed between the parties that, from and after the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that either shall be compelled to pay any future debt of the other, 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.

21. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives and assigns.

22. 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.

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

24. 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 provision of this Agreement, said provisions being severable.

25. This Agreement may be altered, amended, or cancelled 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.

Chester Bruce Robson
CHESTER BRUCE ROBSON
"Husband"

Shirley Brown Robson
SHIRLEY BROWN ROBSON
"Wife"

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Gerald G. Patterson, a Notary Public in and for the County and State aforesaid, personally appeared **Chester Bruce Robson**, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 15th day of July, 1992.

Notary Public

My Commission Expires:

March 25, 1995

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Gerald G. Patterson, a Notary Public in and for the County and State aforesaid, personally appeared **Shirley Brown Robson**, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 15th day of July, 1992.

Notary Public

My Commission Expires:

March 25, 1995

It is further **ORDERED, ADJUDGED AND DECREED** that the costs of this cause shall be, and they hereby are, taxed to the Plaintiff/Husband.

For all of which execution may issue if necessary.

ENTER this 15th day of October, 1992.

MARIETTA M. SHIPLEY
CIRCUIT JUDGE

SUBMITTED FOR ENTRY:

Gerald G. Patterson, #11093
TRABUE, STURDIVANT & DeWITT
25th Floor, Nashville City Center
511 Union Street
Nashville, TN 37219
(615) 244-9270

ATTORNEYS FOR CHESTER BRUCE ROBSON

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Order has been sent by U.S. Mail, postage prepaid, to the defendant, Shirley Brown Robson, D-33 Neely's Bend Condominium, Madison, TN 37115, on this 15th day of October, 1992.

Gerald G. Patterson

BOOK 8948 PAGE 155

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 SECOND Circuit Court for Davidson County, Tennessee, on the 15 day of OCTOBER , 19 92 , in the Case Number 92D2606 between ROBSON, CHESTER BRUCE Plaintiff, and ROBSON, SHIRLEY BROWN Defendant, as same remains of record in Book 145C , Page 2085 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 12 day of MAY in the year one thousand nine hundred and ninety-three and in the 217th year of American Independence.

RICHARD R. ROOKER, Clerk,

By T. L. Rowland
Deputy Clerk

SEAL

DAVIDSON CO. TENN.

IDENTIFICATION REFERENCE

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DAVIDSON COUNTY, TN

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