215A/3025

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1993 MAR 12 PM 4:35

GEORGE L. ACOSKER, CLERK

BOOK 8979 PAGE 686

LORI SUE APPLEGATE INGLIS, D.C.

Plaintiff,

-vs- No. 92D-4192

MARK LESLIE INGLIS,

Defendant.

FINAL DECREE OF DIVORCE

This cause came to be heard on the 12th day of March, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Absolute Divorce filed by the Plaintiff. Upon statement of counsel for the Plaintiff and the entire record in this cause, it appeared to the Court that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff, Lori Sue Applegate Inglis, is hereby awarded an absolute divorce from the Defendant, Mark Leslie Inglis, on the grounds of irreconcilable differences, and is hereby restored to all the rights and privileges of an unmarried person. In connection therewith, Plaintiff Lori Sue Applegate Inglis prays for and is hereby granted restoration of her maiden name, Lori Sue Applegate.

It further appears to the Court that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and same is copied herein verbatim as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MAR 12 PM 4:30
GEORGE L. ROOKER, CLERK

LORI SUE APPLEGATE INGLIS,
Plaintiff,
-vs-
MARK LESLIE INGLIS,
Defendant.

D.C. No. 92D-4192

MARITAL DISSOLUTION AGREEMENT

This agreement entered into by and between Lori Sue Applegate Inglis, hereinafter called "Wife" and Mark Leslie Inglis, hereinafter called "Husband", subject to the foregoing premises, terms and conditions:

WITNESSED:

WHEREAS, the parties have experienced marital difficulties in the past with the result that the Wife instituted divorce proceedings against the Husband on the 3rd day of December, 1992, Civil Action number 92D-4192, in the Circuit Court of Davidson County, Tennessee, and;

WHEREAS, it is the decision of the parties insofar as they are able without the concurrence of the Court to amicably settle their differences with respect to all property rights and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to all their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

2. REAL PROPERTY. The parties are owners as tenants by the entirety of a house and lot located at 2903 Twin Lawn

Drive, Nashville, Davidson County, Tennessee, 37214. Said house and lot were purchased on or about November 15, 1990, for the sum of Fifty Thousand Dollars ($50,000.00).

Wife and Husband have concluded that the equity of the parties net of the anticipated costs of disposition is Four Thousand Dollars ($4,000.00).

Wife agrees to execute the Quitclaim Deed appended hereto as Exhibit 1 for and in consideration of the receipt from or on behalf of Husband of the sum of Two Thousand Dollars ($2,000.00) as her share in the realizable equity of the parties in said residence. Said Two Thousand Dollars ($2,000.00) to be paid as follows: One Thousand Dollars ($1,000.00) to be paid by Husband to Wife upon execution of the Quitclaim Deed appended hereto as Exhibit 1 and Fifty Dollars ($50.00) per month to be paid by Husband to Wife on the last day of each of the months of March, April, May, June, July, August, September, October, November and December, 1993, and the remaining Five Hundred Dollars ($500.00) to be paid by Husband to Wife on January 31, 1994, for a total sum of Two Thousand Dollars ($2,000.00).

Husband agrees to fully indemnify and hold harmless Wife from and against any and all claims, liabilities, demands, expenses (including attorneys' fees), and costs, arising out of or in any manner connected with the present mortgage indebtedness on said property which had a pay-off balance of Forty-Eight Thousand Nine Hundred Eighty-Seven Dollars ($48,987.00) as of November 1992.

Husband shall cause Wife to be released from the indebtedness on and the Deed of Trust on said Real Property no later than five (5) years from the date of the final decree in this matter if he is able to obtain his refinancing. LHC

Husband shall reconvey the Real Property to Wife by Quitclaim Deed upon Husband's material breach of any of his undertakings respecting the Real Property set forth above or indebtedness thereon and agrees that Wife shall be entitled to a decree of specific performance to enforce this provision.

3. PERSONAL PROPERTY. The parties have heretofore divided all their items of household furniture, furnishings and personal property herein acknowledging and ratifying this division. Therefore, any household furniture, furnishings and/or personal property in the possession of either party as of the entry of the Final Decree of Divorce shall remain the sole and exclusive property of the party possessing it free and clear of any claims from the other.

PROPERTY DIVIDED AS FOLLOWS:

WIFE:
Couch
Fish Table
CD Player
Treadmill
Filing Cabinet
Queen size bed
Wine glasses, rocks glasses
Pastel towels
Plants (except cactus)
Black ceramic cat
One-half compact discs
(2) dining rooms chairs
Tent
(1) sleeping bag

PROPERTY PREVIOUSLY OWNED BY WIFE:
Television
Oak dresser
Drum table
White dishes
Various Tupperware
Iron

HUSBAND:
Reclining chair
Shotgun
Washer
Dryer
Living room end tables
Microwave
Microwave table
Rugs
Curtains/Mini blinds
Lamps
Entertainment center
Double Bed
Cassette deck
Black dishes
Large glasses, medium glasses
Black towels
Hair dryer
Vacuum
Camping stove
(1) sleeping bag
(2) dining room chairs
One-half compact discs

PREVIOUSLY OWNED BY HUSBAND:
Dresser
Dining table

4. DEBTS. The Husband and Wife shall hereafter be individually responsible for paying any indebtedness separately incurred by them individually in their own name. Any joint credit card(s) shall be immediately destroyed and each party shall be permanently ENJOINED AND RESTRAINED from incurring any additional indebtedness on any joint account.

Each party further agrees that he or she respectively will be individually responsible for any debts respectively incurred by he or she individually subsequent to the date of separation or incurred in his or her own name prior thereto and not specifically identified herein.

Wife shall be solely responsible for the following debts:

Creditor's Name & Bill To Address	Acct. #	Bill To Name on Account	Outstanding Balance
American Express Centurion Bank c/o The Optima Card, Suite 6007 Dallas, TX 75363-0007 1-800-635-5955	3737-012607-82000	Lori S.A. Inglis	$ 5,144.84
FCNB Processing Center 1040 West 35th St. Chicago, IL 60667-0001 605-348-4848	1006255879	Lori S. Applegate	$ 250.80
Wachovia Bank Card Services P. O. Box 15145 Wilmington, DE 19886-5145 1-800-241-7990	5319-6001-1011-8405	Lori S. Inglis	$ 6,156.13
TOTAL:			$11, 551.77

Wife hereby agrees to defend and hold harmless Husband from the claims of the creditors listed above.

Husband shall be solely responsible for payment of the following debts:

Creditor's Name & Bill To Address	Acct. #	Name on Account	Outstanding Balance
American Express Centurion Bank Customer Service Dept. P. O. Box 27000 Greensboro, NC 27425	3724-143346-72006	Lori S.A. Inglis	$918.47

1-800-528-4800

Amoco Oil Company P. O. Box 9014 Des Moines, IA 50368-9014 1-800-643-8278	465-313-922-2	Lori S. Inglis	$1,244.30
Castner Knott P. O. Box 1575 Englewood, CO 80150-0575 1-800-288-4517	201 1828 244	Lori S. Applegate	$1,218.27
Choice VISA P. O. Box 6700 The Lakes, NV 88901-6700 1-800-934-2788	4428 1351 9193 9677	Mark L. Inglis	$2,464.57
Dillards National Bank P. O. Box 52079 Phoenix, AZ 85072-2079 1-800-643-8278	40 653 653 2	Lori S. Inglis	$1,008.19
George Inglis Osborn Road Arrington, TN 37014	Personal Loan		$ 980.00
Mercantile Bank of Illinois, N.A. P. O. Box 790074 St. Louis, MO 63179 1-800-775-4074	5151 2079 0001 7556	Lori Applegate	$1,424.02
Nationsbank P. O. Box 419708 Kansas City, MO 64141	53 01 64350 2	Lori S. Applegate	$ 239.47
J.C. Penny 87 Annex Atlanta, GA 30387 1-800-542-0800	196-133-157-4	Lori Inglis	$ 124.69
Sears 7023 Albert Pick Rd. Greensboro, NC 27409 1-800-347-8425	6 50412 10892 2	Lori S. Inglis	$1,659.82
TOTAL:			$11, 281.80

Husband agrees to defend and hold harmless Wife from the claims of the creditors listed above.

Husband shall cause the release and removal of Wife's name from said accounts listed above which bear her name within ninety (90) days of the date of the final decree in this matter.

5. TAX EXEMPT STATUS. This agreement is in the transfer of appreciated property between the spouses in connection with a divorce and is not a sale or exchange or other

disposition of property but is an equal division of property by co-owners.

The parties further agree that for the tax year 1992 they will file a joint income tax return.

6. NO INTERFERENCE AND PERMANENT RESTRAINING ORDER. 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 nor compel or endeavor to compel the other to cohabitate or dwell with him or her. Each party shall be permanently ENJOINED AND RESTRAINED from coming about the other for the purpose of physically abusing, threatening, harassing, or intimidating in any manner the other at their residence or any place they might be.

7. TRIAL. It is agreed that the Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

8. ATTORNEY'S FEES. The Wife shall be responsible for the attorney's fees incurred in connection with this uncontested matter and shall also pay the costs of this cause.

9. ENFORCEMENT PROVISIONS. In the event that either party has to petition the Court to enforce any of the provisions of this agreement, then the party at fault shall be responsible for the payment of reasonable attorney's fees, expenses and Court costs of enforcement of same.

10. SEPARATE MAINTENANCE. The parties agree that no separate maintenance, alimony or otherwise shall be paid to or by the Husband and/or Wife.

11. PENSION BENEFITS. Husband has in an account with Husband's employer, a vested pension fund in the sum of One Thousand Three Hundred Eighty Dollars and Sixty Cents ($1,380.60) and Wife has no pension fund in her name, vested or unvested, with any employer. Wife and Husband agree that Husband shall retain sole and exclusive possession of his pension fund and that hereafter the parties agree that they shall retain sole and exclusive possession of any existing or future pension benefit

plans, annuities, or I.R.A.'s free and clear from the claims one from the other.

12. ADDITIONAL INSTRUMENTS. Both parties agree to sign any and all deeds, titles, documents or other instruments necessary to carry out the full intent of this agreement.

13. COMPLETE UNDERSTANDING. It is further understood that this agreement is intended to be the final settlement of all property rights of the respective parties and is a discharge of rights arising out of their mutual relationship as husband and wife. Each party hereby waives and relinquishes to the other all rights or claims which they may have or hereinafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowances, homestead rights, the right to take the other's estate, inheritance, dissent or distribution, or the right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by the Husband and/or Wife or to any property that either of them shall acquire in the future.

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

It is further understood and agreed between the parties that this agreement is being entered into without undue influence, fraud, coercion, misrepresentation or for any reason not hereinafter stated. The provisions of this agreement and its legal effect are fully known by each of the parties and each party acknowledges that it is a fair and equitable agreement and that it is being entered into voluntarily. This agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those which are expressly set forth herein.

The parties acknowledge and understand that they have sought independent tax advice regarding the tax ramifications of the marital dissolution agreement and that the attorney has not indicated any expertise in the tax area nor has he advised either

party regarding any tax consequences arising out of this marital dissolution agreement.

The parties agree that this agreement, subject to Court approval, shall be incorporated in and made part of any Final Decree of Divorce which may be entered into hereafter.

IN WITNESS WHEREOF, the parties have executed this instrument on the 11th day of March, 1993, at Nashville, Tennessee.

Lori Sue Applegate Inglis

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Lori Sue Applegate Inglis, with whom I am personally acquainted, and who acknowledged that he/she has read the aforestated Marital Dissolution Agreement and is signing same for the purposes therein contained.

WITNESS my hand and official seal at Davidson County, Tennessee, this 11th day of March, 1993.

NOTARY PUBLIC

My Commission Expires:

Sept 16, 1995

Mark Leslie Inglis

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mark Leslie Inglis, with whom I am personally acquainted, and who acknowledged that he/she has read the aforestated Marital Dissolution Agreement and is signing same for the purposes therein contained.

WITNESS my hand and official seal at Davidson County, Tennessee, this 11th day of March, 1993.

NOTARY PUBLIC

My Commission Expires:

Sept. 16, 1995

It is further ORDERED, ADJUDGED and DECREED that the provisions of said Marital Dissolution Agreement are made the judgment of the Court.

For purposes of inclusion in this Order, the Plaintiff's address is 1505 Hermitage Park Drive, Hermitage, Tennessee, 37076; and the Defendant's address is 2903 Twin Lawn Drive, Nashville, Tennessee, 37214.

The final costs of this cause are assessed against the Plaintiff, for which execution may issue if necessary.

Judge Muriel Robinson Rice

3-12-93

APPROVED FOR ENTRY:

JAMES E. ZWICKEL, No. 3845
Attorney for Plaintiff
1102 17th Avenue South, Suite 304
Nashville, TN 37212
(615) 327-0497

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been forwarded to Mr. Mark Leslie Inglis, 2903 Twin Lawn Drive, Nashville, Tennessee, 37214 by ~~United States postal service, postage pre-paid~~ hand delivery on this 11th day of March, 1993.

BOOK 8979 PAGE 696
FILED

This Instrument Prepared By:

James E. Zwickel
Attorney at Law
1102 17th Avenue South, Suite 304
Nashville, TN 37212

By: R. Parker Deputy

Name and Address of New Owner	Name and Address of Party Responsible for Payment of Property *Taxes*	Tax Map *Parcel No.*
Mark Leslie Inglis 2903 Twin Lawn Drive Nashville, TN 37214	Mark Leslie Inglis 2903 Twin Lawn Drive Nashville, TN 37214	Map 96-14 Par. 96 03DZ601000

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Two Thousand Dollars ($2,000.00), Grantor does hereby convey, transfer, remise, relinquish and quitclaim unto Grantee, Grantee's heirs assigns, all of Grantor's right, title and interest in and to the following described real estate having an address of 2903 Twin Lawn Drive, Nashville, Davidson County, Tennessee, 37214.

BEING Lot No. 134, on the plan of Twin Lawn, of record in Plat Book 2331, Page 9, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

BEING the same property conveyed to Audrey J. Johnson, unmarried by deed from Raymond L. France, a widower, and Oleta A. France, of record in Book 5030, Page 436, Register's Office for said County.

The above described property is improved property.

The source of Grantor's equitable interest is a Deed recorded in Book 8238, Page 938, Register's Office of Davidson County, Tennessee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date first above written.

GRANTOR:

Lori S. Inglis

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Before me, Ardis E Fairbanks, of the State and County aforesaid, personally appeared Lori S. Inglis, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself within named bargainor, and that he/she execute the foregoing instrument for the purpose therein contained, by signing her/his name thereon.

Ardis E Fairbanks
NOTARY PUBLIC

My Commission Expires: 09/16/95

I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for the transfer is Two Thousand Dollars ($2,000.00).

Affiant/Grantee

Subscribed and sworn before me this 11th day of March, 1993.

Ardis E Fairbanks
NOTARY PUBLIC

My Commission Expires: 09/16/95

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

29544

IDENTIFIER REFERENCE

JUN 11 4 29 PM '93

DAVIDSON COUNTY, TN

96/12 0101 03CHECK 52.00

BOOK 8979 PAGE 698

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* March, *19* 93, *in Case Number* 92D-4192 *between* Lori Sue Applegate Inglis *Plaintiff, and* Mark Leslie Inglis *Defendant, as same remains of record in Book* 215A, *Page* 3025 *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* 16th *day of* March *in the year one thousand nine hundred and* ninty-three *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117