IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LELAND LEON ANDERSON)
)
)
VS.) NO: 93D-185
)
)
CONNIE L. ANDERSON)

83-06
154

FINAL DECREE

This cause came on to be heard this 24th day of September, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint for divorce filed by Husband; personal service of process on Wife; answer and counter-complaint filed by Wife; Marital Dissolution Agreement entered into by the parties herein; testimony of Husband in open Court; upon oral motion the original complaint was amended to reflect Wife's birthplace as Coffee County, Tennessee; statement of counsel; and, the entire record in this cause, from all of which the Court is of the opinion that irreconcilable differences have arisen between the parties and they can no longer cohabit as Husband and Wife; further, that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Husband be, and he is hereby granted an absolute divorce from the Wife and restored to all the rights and privileges of an unmarried person.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Wife be, and she is hereby restored her maiden name of Connie Lynn Alford.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Marital Dissolution Agreement heretofore signed by the parties hereto is approved by the Court and same is attached hereto and made a part hereof as follows:

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

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ELAND LEON ANDERSON, Plaintiff,	)	
vs.	)	No. 93D-185
CONNIE L. ANDERSON Defendant.	)	

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

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between Leland Leon Anderson, hereinafter called Husband, and Connie L. Anderson, hereinafter called Wife.

WITNESSETH:

WHEREAS, these parties have been married since June 20, 1969, and there are no minor children:

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court for Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and for other good and valuable considerations, the parties agree as follows:

1. REAL PROPERTY. All right, title, and interest in and to house and lot title in the parties' name at 223 Scott Ave., Nashville, Davidson County, Tennessee, shall be vested solely in Wife. Husband shall be divested of all right, title, and interest in said property. Husband shall pay the property taxes on the real property at 223 Scott Avenue for the 1992 tax year. Wife shall be responsible for the insurance, taxes, and maintenance on the property at 223 Scott Avenue after the entry of any final decree of divorce.

2. PERSONAL PROPERTY. Wife shall have the household furniture and furnishings of the parties, along with her personal belongings. In

addition, any insurance proceeds provided to either of the parties as a result of the loss of property and vandalism at 223 Scott Avenue, shall be awarded solely to the Wife. Husband shall have all of his personal property and belongings which are presently in his possession.

3. AUTOMOBILE. The GMC pickup truck, which is presently titled in Husband's name and is in his possession shall be vested solely in Husband and he shall be fully responsible for the payment of the indebtedness due on said automobile and shall indemnify and hold Wife harmless on same.

4. DEBTS. Each party shall pay and continue to pay his or her debts that were made during the marriage and will hold the other harmless therefor.

5. INJUNCTION. It is agreed by both parties that the Agreed Order of Protection previously entered in this cause shall remain in full force and effect.

6. MAIDEN NAME. Wife shall be restored to her maiden name of Connie Lynn Alford.

7. ATTORNEY'S FEES. Each party shall be responsible for his/her own attorney's fees.

8. COURT COSTS. Wife shall pay one-half (1/2) of the litigation tax and court costs. Husband shall pay one-half (1/2) of the litigation tax and court costs.

Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing which shall reasonably be required for the purposes of effectuating the provisions and intent of this Marital Dissolution Agreement.

Subject to the provisions of this Marital Dissolution Agreement, Wife shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Husband or his estate may be or become liable. If Wife does incur such a debt, Wife shall indemnify and hold harmless Husband to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorneys fees. Subject to the provisions of this Marital Dissolution Agreement, Husband shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Wife or her estate may be or become liable. If Husband does incur such a debt, Husband

hall indemnify and hold harmless Wife to the full extent of the amount of the ebt, including interest, expenses, legal expenses, and attorneys fees.

Except as may otherwise be expressly provided in this Marital issolution Agreement, Wife and Husband hereby waive, release, renounce, elinquish, and quitclaim all claims and rights which either of them ever had, ow has, or may hereafter have, to share in any capacity or to any extent hatsoever, in the property or estate of the other, whether by way of statutory llowance, dower, courtesy, distribution in intestacy, right of election against the ill of the other, or otherwise under the present or future laws of any risdiction. Except as expressly reserved to the parties in this Marital issolution Agreement, each party by these presents does for himself or herself nd his or her heirs, legal representatives, executors, administrators, and ssigns, remise, release, and forever discharge the other of all claims, causes of ction, demands, and rights, in law or equity, which either party ever had or now as against the other, except any and all causes of action for divorce.

In the event it becomes reasonably necessary for either party to ngage in legal proceedings to procure enforcement of any provision of this larital Dissolution Agreement, he or she shall also be entitled to a judgment for easonable expenses incurred in prosecuting such action including, but not mited to, attorneys fees and courts costs.

The parties desire that this Marital Dissolution Agreement be ncorporated as a part of any final judgment of divorce that may hereafter be ntered in the Fourth Circuit Court of Davidson County, Tennessee, and to that nd agree that it shall be submitted to the Court for its ratification and approval.

This Marital Dissolution Agreement constitutes the entire nderstanding of the parties. There are no agreements or understandings etween them, other than those agreements and understandings expressly ientioned in this Marital Dissolution Agreement. There have been no epresentations or warranties made by either party to the other party, or by nyone on behalf of them, other than those expressly mentioned in this Marital issolution Agreement. This Marital Dissolution Agreement supersedes and erges any and all prior agreements between the parties, including both oral nd written prior agreements.

The parties understand and agree that this Marital Dissolution greement is entered into without any undue influence, fraud, coercion, or

misrepresentation, or for any reason not herein stated. The parties have been represented by their respective attorneys in connection with the negotiation and preparation of this Marital Dissolution Agreement. Each party acknowledges that he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement.

IN WITNESS WHEREOF, Wife has signed this Marital Dissolution Agreement on Aug. 23, 1993, and Husband has signed this Marital Dissolution Agreement on 9-1-93, 1993.

Connie L. Anderson
Connie L. Anderson

Date: 08.23.93

Leland Leon Anderson
Leland Leon Anderson

Date: 9/1/1993

TATE OF TENNESSEE)
OUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in nd for said County and State, Connie Anderson, with whom I am personally cquainted, and who acknowledged that she executed the within Marital)issolution Agreement for the purposes therein contained.

Witness my hand and official seal this 23rd day of August, 993.

Lori A. Baty
NOTARY PUBLIC

My commission expires: My Commission Expires March 23, 1996

TATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State Leland Lean Anderson [husband], with whom I am personally acquainted, and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal this 1st day of September, 1993.

Charlotte Bailey
NOTARY PUBLIC

My commission expires: 9-16-95

MELVIN B. BUTLER
Attorney for Husband

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DAVID KOZLOWSKI
Registration No. 3873
Vanderbilt Legal Clinic
Vanderbilt Law School
Nashville, Tennessee 37240
Telephone: (615) 322-4964

Attorney for Wife

The costs of this cause are taxed one-half (1/2) against the Wife and one-half (1/2) against the Husband, for which execution may issue if necessary.

This the 12th day of October, 1993.

JUDGE

APPROVED FOR ENTRY:

MELVIN B. BUTLER, #2867
Attorney for Husband
P. O. Box 60190
Nashville, TN 37206
(615) 227-4074

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to Mr. David Kozlowski, Attorney for Wife, Vanderbilt Legal Clinic, School of Law, Vanderbilt University, Nashville, TN 37240 this the 7 day of October, 1993.

MELVIN B. BUTLER

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IDENTIF. ↑ REFERENCE
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FELIX E. ... REGISTER
DAVIDSON COUNTY, TN.
MAIL ENV.

STATE OF TENNESSEE

BOOK 9161 PAGE 575

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 _12 day of _OCTOBER , 19 _93 , in the Case Number _93D185 between _ANDERSON, LELAND LEON Plaintiff, and _ANDERSON, CONNIE L. Defendant, as same remains of record in Book 222B , Page _1279 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 _23 day of _NOVEMBER in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk