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1993 NOV 29 PM 4:38

RICHARD R. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBRA JEAN SWISHER GREGOR
504 Hadley Avenue
Old Hickory, TN 37138

Wife,

VS.

ROBERT DALE GREGOR
504 Hadley Avenue
Old Hickory, TN 37138

Husband.

NO: 93D-3310

Map - 44-11
Parcel - 012

FINAL DECREE OF DIVORCE

3796 12/14 0101 03CHECK 32.00

This cause came on to be heard on the 29th day of November, 1993, before the Honorable Muriel Robinson Rice, Judge, upon the original Complaint for Absolute Divorce, the parties having entered into a notarized Marital Dissolution Agreement. The Court finds that the parties have irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the equitable settlement of any property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Wife, DEBRA JEAN SWISHER GREGOR, be and she hereby is awarded an absolute divorce from the Husband, ROBERT DALE GREGOR, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement executed by the parties is approved by the Court and incorporated herein as follows:

95537
IDENTIF. & REFERENCE

93 DEC 14 AM 10:34
REGISTER
DAVIDSON CO. TN.
MAIL ENV.

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MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this 29th day of August, 1993, by and between DEBRA JEAN SWISHER GREGOR, hereinafter referred to as "Wife" and ROBERT DALE GREGOR, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there will be pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce styled Debra Jean Swisher Gregor v. Robert Dale Gregor, bearing Docket No. 93D-3310; and

WHEREAS, the parties hereto are Wife and Husband, having been married on May 19, 1984 in Britt, Iowa; and

WHEREAS, it is the desire of the parties to enter into an Agreement, under which the rights and responsibilities as to their financial and property rights, and all other respective rights, remedies, privileges and obligations to each other, arising out of the marriage relation, or otherwise, shall be fully prescribed thereby; and

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all of the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this Agreement, to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable and to her/his respective individual best interest; and

WHEREAS, it is understood by both parties that the terms of this Agreement as to the disposition of the property of the parties are to be incorporated into the Final Divorce Decree and that said Agreement is to be a complete and full settlement of their property rights. This Agreement is not intended, nor shall it be construed to be an Agreement for divorce. It is agreed between the parties that this Agreement may be submitted to the Court for approval and be made a part of the Final Decree of Divorce. Each party hereby waives any right to apply to the Court for modification of this Agreement prior to the Final Decree of Divorce;

NOW, THEREFORE, for and in consideration of the mutual covenants and reements of the parties hereby contained, the parties agree and covenant as llows:

1. Real Property: The parties own as tenants by the entirety t.e real operty located at 504 Hadley Avenue, Old Hickory, Davidson County, nnessee. Husband agrees that the Final Decree of Divorce shall divest him all of his right, title and interest in and to said property to the end at Wife shall have vested in her the entire fee interest in said property ee from the claims of Husband. Wife shall assume all of the mortgage iebtedness encumbering said property and she shall forever indemnify and ld Husband harmless from any liability for same.

The parties have contracted to purchase additional property being rtain real property located at 311 Scott Avenue, Nashville, Tennessee. sband hereby waives, gives up and relinquishes all of his rights to rchase the property pursuant to this contract and assigns all of such ghts in the contract to Wife.

2. Household Furnishings and Personal Property: The parties have retofore divided the household furnishings and personal property of the rties to the satisfaction of each of the parties.

3. Any and all debts incurred by either of the parties from and after s date shall be his or her sole obligation to satisfy and each of the rties hereto shall forever indemnify and hold the other harmless from any l all liability for said separate obligations.

4. The parties each waive and relinquish any and all rights they may e heretofore had to claim support or alimony from the other in the future.

5. The Wife shall be responsible for the payment of all costs in this se.

6. The Wife shall be granted a divorce on the ground of irreconcilable ferences.

7. In the event a creditor of either party makes a claim against the

other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and expenses incurred in defending the creditor's claim, including reasonable attorney's fees. The assumption of any above-stated indebtedness and all other indebtedness outlined in this Marital Dissolution Agreement by each party shall be considered a duty directly related to spousal support, alimony, child support and maintenance, and it shall not be considered dischargeable in any bankruptcy proceeding by one party against the non-bankrupt spouse so as to allow a third party creditor to claim against the non-bankrupt spouse.

8. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of the extent and probable value of all of the property and estate of the parties jointly and severally and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate, whether real, personal, tangible, intangible or mixed, either now owned or hereafter acquired of or by the other party except as he or she may be bound by the promises and covenants contained in this Agreement.

THIS AGREEMENT contains the entire agreement of the parties, who acknowledge that there have been and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date first written above.

Debra Jean Swisher Gregor
DEBRA JEAN SWISHER GREGOR

Robert D Gregor
ROBERT DALE GREGOR

ATE OF TENNESSEE)

UNTY OF)

Personally appeared before me the undersigned, a Notary Public in and the aforesaid State and County, DEBRA JEAN SWISHER GREGOR, the within ned Bargainor, with whom I am personally acquainted (or proved to me on the sis of satisfactory evidence) and who, after being duly sworn, acknowledged at she executed the foregoing Agreement for the purposes contained therein.

This 29th day of August, 1993.

Notary Public

Commission Expires: 8-25-95

ATE OF Tennessee)

UNTY OF Maury)

Personally appeared before me the undersigned, a Notary Public in and the aforesaid State and County, ROBERT DALE GREGOR, the within named gainor, with whom I am personally acquainted (or proved to me on the basis satisfactory evidence) and who, after being duly sworn, acknowledged that executed the foregoing Agreement for the purposes contained therein.

This 29th day of August, 1993.

Notary Public

Commission Expires: 8-25-95

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED in accordance with the Marital Dissolution Agreement that all of the right, title and interest of ROBERT D. GREGOR in and to the real property located at 504 Hadley Avenue, Old Hickory, Tennessee 37138, be, and the same hereby is, divested out of the said ROBERT D. GREGOR and the entire fee interest in and to said property is hereby vested into DEBRA JEAN SWISHER GREGOR, free from the claims of ROBERT D. GREGOR, and DEBRA JEAN SWISHER GREGOR shall assume all of the mortgage indebtedness encumbering said property and she shall forever indemnify and hold ROBERT D. GREGOR harmless from any liability for same. Said property is described as follows:

> Being Lot No. 157 on the Plan of Section "A"; Village of Old Hickory, as of record in Book 1424, page 68, Register's Office for said County. Said Lot fronts 74.5 feet on the westerly side of Hadley Avenue and runs back between parallel lines, 150 feet to a dead line.
>
> Included in the above description but expressly excluded from this conveyance is a four-foot strip of land across the rear line of said lot which was retained by Keith W. Brown et ux, Mattie E. Brown, in Deed of record in Book 4701, page 489, Said Register's Office.
>
> BEING the same property conveyed to Robert D. Gregor and wife, Debra J. Gregor, by warranty deed from C. David Pitzer, Trustee of record in Book 8178, page 985, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff/Wife be, and she hereby is, allowed to restore to use her maiden name of "Swisher".

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause be and hereby are taxed to the Wife, for which execution shall issue if necessary.

ENTER this 29th day of NOV, 1993.

JUDGE

APPROVED FOR ENTRY:

STEWART & BLACK

Thomas M. Black, #3198

Attorney for Wife
333 Gallatin Road South
Madison, TN 37115
(615) 865-7000

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been forwarded to the Husband, Robert Dale Gregor, 504 Hadley Avenue, Old Hickory, TN 37138 on this the 24th day of November, 1993.

Thomas M. Black

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 _29 day of _NOVEMBER , 19 _93 , in the Case Number _93D3210 between _GREGOR, DEBRA JEAN SWISHER Plaintiff, and _GREGOR, ROBERT DALE Defendant, as same remains of record in Book 224A , Page _208 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 _08 day of _DECEMBER 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

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