218C/1894

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1993 JUN 29 PM 4:54 Box 40

RICHARD R. ROOKER, CLERK

D.C.

ROBERT FREEMAN DOYLE, SR.,

Complainant

v. NO. 92D-1015

BOOK 9195 PAGE 19

MARGARET IVY VAIL DOYLE,

Defendant.

FILED
93 DEC 21 PM 3:34
DAVIDSON COUNTY, TN.
REGISTER

IDENTICAL TO ORIGINAL EXCEPT

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FINAL DECREE

This cause came on to be heard on the 29th day of June, 1993, before the Honorable Muriel Robinson Rice, Judge, upon the Original and Amended and Supplemental Complaints for Absolute Divorce heretofore filed by Mr. Doyle, subsequent agreement of the parties to allow Husband to proceed upon a non-contested basis, submission to the Court of a written Marital Dissolution Agreement heretofore signed by the parties, testimony of Husband, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. §36-4-101(11). It is, therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, **ROBERT FREEMAN DOYLE, SR.**, is granted an Absolute Divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED AND ADJUDGED** by the Court, and the Court affirmatively finds, that the Marital Dissolution Agreement heretofore signed by the parties and submitted to the Court does make equitable and sufficient provision for the division of the marital properties, and the Court approves the Agreement and incorporates the same herein verbatim as follows:

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1993 JUN 29 PM 4:54

RICHARD R. ROOKER, CLERK

D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **ROBERT FREEMAN DOYLE, SR.**, hereinafter referred to as "Husband" against **MARGARET IVY VAIL DOYLE**, hereinafter referred to as "Wife" under Docket No. 92D-1015, and

BOOK 9195 PAGE 20

WHEREAS, these parties are presently living separate and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) **CONSIDERATION:** The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE:** 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, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) **TAX EXEMPT STATUS:** This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

(4) **TRIAL:** Husband shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) **ALIMONY:** Wife and Husband hereby waive and relinquish any right or claim they may have to receive alimony from the other.

(6) **REAL PROPERTY:** The real property located at 4103 Lone Oak Road, Nashville, Tennessee, owned by Wife prior to the marriage of the parties shall continue to be the sole property of Wife. All interest of Husband, if any, in said realty is divested of him and vested in Wife. Said property is described as follows:

> Land in Davidson County, Tennessee, being part of Lot No. 6 on the Map of Subdivision of Lot No. 2 of the Andrew Castleman Lands, as of record in Min. Book J, page 293, County Court for said County, and

117-15
52

being Lot No. 2 of a Resubdivision of part of Lot No. 6, and described according to a plan by W. A. Blanchard, Civil Engineer, April 30, 1946, as follows:

BEGINNING at a point on the westerly margin of Lone Oak Road at the common corner of Lots 1 and 2, said point being 78 feet south of the southerly margin of Richard Jones Road; thence southwardly, with the margin of Lone Oak Road, 71 feet to the common corner of Lots 2 and 3; thence with the line between said Lots, westwardly 200.01 feet to a point in Looney's line; thence with Looney's line, northwardly 70 feet to the common corner of Lots 1 and 2; thence with the line between said Lots, eastwardly 200.01 feet to the beginning.

The real property located at 1736 Hillmont Drive, Nashville, Tennessee, purchased since the marriage of the parties shall be the sole property of Husband. All interest of Wife in said realty is divested of her and vested in Husband. Said property is described as follows:

Land in Davidson County, Tennessee, being Unit No. 1736 of Resubdivision of Lot No. 19A Hillmont Drive Condominium of record in Book 8406, page 572, as re-recorded in Book 8412, page 883, Exhibit A to Master Deed, Master Deed of record in Book 8400, page 975, Amendment to Master Deed of record in Book 8406, page 571, and Second Amendment to Master Deed of record in Book 8412, page 882, all of record in the Register's Office for Davidson County, Tennessee.

117-11
90

(7) PERSONAL PROPERTY: Wife shall retain as her sole and separate property, the following:

1. 1991 Toyota Camry 4 door auto, VIN NO. 4T1SV24E9MU426887. Wife shall be responsible for the payment of the indebtedness thereon to Toyota Motor Credit Corp. and agrees to hold Husband harmless therefrom.

2. The hunter green flowered sofa in the living room.

3. The French chest in the living room.

4. The wicker furniture in the attic.

5. All personal property belonging to Wife prior to the marriage and all personal property she has acquired since the marriage.

All interest, if any, of Husband in the foregoing property is hereby divested of him and vested in Wife.

Husband shall retain as his sole and separate property all remaining personal property not mentioned above in the listing of Wife's separate property and all interest of Wife in said remaining personal property is hereby divested of her and vested in Husband.

(8) LAW PRACTICE: Wife releases her interest in Husband's law

practice, including any pending accounts receivables and contingent fees.

(9) **EXECUTION OF DEED OF TRUST:** Wife has made application at Associates Financial Services Company of Tennessee, Inc. to borrow funds with a lien to be retained by Deed of Trust on her realty at 4103 Lone Oak Road. Husband agrees to sign the Deed of Trust immediately upon entry of a Divorce Decree in the divorce action as heretofore mentioned.

(10) **POSSESSION:** Wife shall continue to occupy the premises at 1736 Hillmont Drive with Husband until September 11, 1993 at which time she shall vacate the premises with her personal property. She shall, however, be entitled to vacate at any time prior to September 11, 1993, if she so desires.

(11) **FURTHER DIVISION OF MARITAL PROPERTY:** As a division of marital property, and in return for Wife releasing her interest in Husband's law practice and the Hillmont property, Husband shall pay Wife the sum of EIGHT THOUSAND DOLLARS ($8,000.00) to be due and payable ONE THOUSAND DOLLARS ($1,000.00) per month, for eight consecutive months. Commencing on the first day of the first full calendar month after Wife vacates the premises on Hillmont Drive.

(12) **BANK ACCOUNTS:** Each party shall retain ownership of any bank accounts in their sole and separate names.

(13) **DEBTS:** Unless otherwise specified in this Agreement, each party shall be responsible for any debts in their sole and separate name.

(14) **ATTORNEY'S FEES:** Each party shall be responsible for payment of their respective attorney's fees.

(15) **COURT COSTS:** Husband will pay the court costs incurred in this matter.

(16) **ENFORCEMENT PROVISION:** In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(17) **ACCEPTANCE BY THE PARTIES:** With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the

parties understand and agree that their obligation is a nondischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

(18) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and in keeping with her accustomed standard of living and her reasonable requirements.

(19) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(20) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(21) COMPLETE DISCLOSURE: Each party has made a full and complete disclosure of his or her assets and liabilities.

(22) ESTATE WAIVER: It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto 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, curtesy, 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 and Wife, individually or jointly, or any property that either of them may acquire in the future.

(23) **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this the 18th day of June, 1993, as to the Wife, and the 16th day of June, 1993, as to the Husband.

Robert Freeman Doyle, Sr.
ROBERT FREEMAN DOYLE, SR.

Margaret Vail Doyle
MARGARET IVY VAIL DOYLE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **MARGARET IVY VAIL DOYLE**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 18th day of June, 1993.

Louise R. Fontenot
NOTARY PUBLIC
My Commission Expires SEPT. 16, 1995
My Commission Expires: _____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **ROBERT FREEMAN DOYLE, SR.**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 16th day of June, 1993.

Sarah Schmidt
NOTARY PUBLIC
My Commission Expires: 5/25/96

It is further **ORDERED AND ADJUDGED** that the addresses of the parties are as follows:

Robert Freeman Doyle, Sr.
1736 Hillmont Dr.
Nashville, TN 37215

Margaret Ivy Vail Doyle
1736 Hillmont Dr.
Nashville, TN 37215

It is further **ORDERED AND ADJUDGED** that the costs of this cause are to be taxed against the Plaintiff, **ROBERT FREEMAN DOYLE, SR.**, for all of which execution may issue if necessary.

Entered this the 29th of June, 1993.

JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: ROBERT L. JACKSON
P.R. #2486
ATTORNEY FOR HUSBAND
214 Second Avenue, North
Suite 103
Nashville, Tennessee 37201
615/256-2602

LOUISE R. FONTECCHIO
P.R. #4065
ATTORNEY FOR WIFE
Suite 102
8120 Sawyer Brown Road
Nashville, TN 37221
615/662-0606

by permission RLJ

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 _JUNE , 19 _93 , in the Case Number _92D1015 between _DOYLE, ROBERT FREEMAN SR. Plaintiff, and _DOYLE, MARGARET IVY VAIL Defendant, as same remains of record in Book 218C , Page _1894 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 _21 day of _DECEMBER in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

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