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FILED

IN THE FOURTH CIRCUIT COURT FOR THE STATE OF TENNESSEE 1993 MAY 18 PM 3:24

20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

D.C.

Ann Marie Baker	)	
	)	
Plaintiff	)	
	)	
vs.	)	DOCKET NO. 93D-1230
	)	
Larry Cecil Baker	)	
	)	
Defendant	)	BOOK 9259 PAGE 447

FINAL DECREE

This cause came to be heard on the 11th day of May, 1993, before the Honorable Muriel Robinson Rice Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of Counsel for the Plaintiff, and upon the record as a whole, the Court finds that the wife is entiiled and to be granted a divorce based upon husband's stipulation of fault (cruel and inhuman treatment), pursuant to Tennessee Code Section 36-4-129.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Ann Marie Baker, is hereby awarded an absolute divorce from the Defendant, Larry Cecil Baker, on stipulated grounds of cruel and inhuman treatment, pursuant to Tennessee Code Section 36-4-129, and she is hereby restored to all of the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-129, the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreements for the equitable settlement of any property rights between the parties; The Court hereby approves the Martial Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

1993 MAY 13 PM 3:21

This agreement entered into the 25th day of March, 1993, by and between the Plaintiff Ann Marie Baker, hereinafter referred to as Wife, and the Defendant Larry Cecil Baker, hereinafter referred to as Husband.

WITNESSETH:

WHEREAS, pursuant to Tennessee Code Section 36-4-129, the Husband stipulates that he is guilty of such cruel and inhuman treatment or conduct toward the spouse as renders co-habitation unsafe and improper and is guilty of inappropriate marital conduct which entitles the Wife to be awarded a divorce, and suit shall be filed or there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being Ann Marie Baker vs. Larry Cecil Baker bearing docket number 93D-1230;

WHEREAS, the defendant waives further service and waives filing an answer to the complaint;

WHEREAS, the parties desire to agree upon and affix their rights and duties, respecting the respective estates, spousal support, and any and all matters concerning their respective rights and duties by reason of their marital relationship.

NOW THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promise and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

I. OWNERSHIP OF PETS

The Wife shall have full ownership of the pets: a cockatiel named Floyd, a black lab named Roscoe, and two german shepherd dogs named Milly and Sandy, and a miniature schnauzer named Bailey. These pets shall live with the Wife.

II. ALIMONY IN SOLIDO

In order to ensure that the Wife shall maintain the present standard of living established by the marriage and due to the large disparity between the relative incomes of the two parties, due to Wife's need for financial assistance to preserve the assets acquired through this division of marital property, the Husband agrees to pay Wife $195,000, as alimony in solido. The Husband shall pay the Wife in equal weekly installments of $375 every Friday, beginning on April 2, 1993, and ending on April 1, 2003. Parties stipulate that this is not Rehablliltative Alimony and Husband has received adequate consideration through the terms of this agreement. Said payments shall not terminate upon the death or remarriage of any of the parties or cohabitation of any of the parties with others and shall not be reduced, or prorated, except by written agreement of the parties approved by this Court.

III. LIFE INSURANCE

As a lump sum property settlement distribution, the Husband shall maintain a life insurance policy on his life in the amount of $200,000, naming the Wife as the sole beneficiary. The Husband shall provide proof of the existence of such a policy within thirty days of the date of the Final Decree and further, shall not allow that policy or any substitute policy to lapse without immediate notification to the Wife.

IV. MOTOR VEHICLES, AIRPLANES, AND TRACTORS

A. All right, title, and interest of the Wife to a 1988 black Cadillac Allante and a Model 710 Ford tractor shall be divested from the Wife and fully vested in the Husband and the Husband shall hold the Wife harmless for any liabilities thereupon.

B. All right, title, and interest of the Husband to a 1988 white Pontiac Fiero and a 1990 red Corvette convertible shall be divested from the Husband and fully vested in the Wife and the Wife shall hold the Husband harmless for any liabilities thereupon.

C. All right, title, and interest of the Wife to a 1985 Mooney single-engine, four-passenger airplane shall be divested from the Wife and fully vested in the Husband and the Husband shall hold the Wife harmless for any liabilities thereupon.

V. HOUSEHOLD FURNITURE, APPLIANCES AND PERSONAL PROPERTY

The parties have equitably divided the household furniture, appliances and personal property and each party is presently in possession of the property as equitably divided, except that the Husband shall have thirty days from the date of the Final Decree to remove his tools, gun collection and memorabilia from the marital home. After said period of time, all property and belongings remaining on the real property which is the marital home and ten acres located at 3635 Earhart Road shall be the sole property of the Wife.

VI. DEBTS AND LIABILITIES

A. As of the date of this agreement, neither party shall contract any further joint debts or liabilities.

B. Each party has individually incurred debts throughout the term of this marriage and each party shall hold the other party harmless for any liabilities upon any individually incurred debts.

C. The Wife shall pay all remaining amounts on the following itemized joint debts: Visa # 4800 - 1292 - 0923 - 5309.

D. The Husband shall be liable for any and all other joint debts and obligations or guarantees or other liabilities incurred through the date of this agreement, and shall hold the Wife harmless for any liabilities thereupon.

VII. IRA AND RETIREMENT FUNDS

Each party presently has possession of the IRA's and retirement accounts to which that party is rightfully entitled and the other party has no rights, title or interest to such IRA's or retirement accounts held in the other party's name as of the date of this agreement.

VIII. BUSINESSES AND PARTNERSHIPS

All right, title, and interest of the Wife in the business known as Oak Valley Partnership which has ownership interests in Oak Valley Lanes and Hermitage Lanes and Hermitage Shopping Center, shall be divested from the Wife and is fully vested in the Husband. The Husband shall hold the Wife harmless for any obligations, debts, guarantees or liabilities thereupon. Further, within six months of the date of the Final Decree, he shall refinance or recollateralize any debts or liens or loans or guarantees for the benefit of the business, including but not limited to a lien or guarantee of business loan using the marital home and property as collateral, and he shall remove the Wife's name from any debts or liens or loans or guarantees or similar agreements for the benefit of the business and the Husband shall fully assume any and all obligations relating to the aforementioned business interests.

IX. REAL PROPERTY

All right, title, and interest of Larry Cecil Baker, the Husband, in the approximately ten acres of adjoining land and the marital home located at 3635 Earhart Road, Mt. Juliet, Tennessee, 37122, shall be divested from Larry Cecil Baker and is fully vested in Ann Marie Baker, the Wife, subject to any and all mortgages, restrictions, easements, and liens of record; said property is described as follows, to-wit:

TRACT I:
Land in Davidson County, Tennessee, beginning at an iron pin in center line of Earhart Road, said point being located 0.3 miles, more or less, from the northerly margin of Stewart Ferry Pike, thence with said center line of Earhart Road North 4 degrees 30'east 230.0 feet to a point being George Mabry Southwest corner, thence leaving said Earhart Road, and with George Mabry south line south 87 degrees 10' East 790.0 feet to an iron pin, being George Mabry Southeast corner, thence with Marlin west line, an old fence, south 1 degree 00' west 259.0 feet to an iron pin in old fence line, thence leaving said fence, north 85 degrees 05' west 815.0 feet to point of beginning containing 4.5 acres, more or less.

Being the same property conveyed to Orville Earheart and wife, Allie Mae Earheart, by deed from Bennie Henry, of record in Book 3946, Page 481, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Larry C. Baker and wife, Ann M. Baker, by deed from Orville Earheart and wife, Allie Mae Earheart, of record in Book 5902, Page 454, Register's Office for Davidson County, Tennessee.

TRACT II:
Land in Davidson County, Tennessee, being a part of the division of property for Mrs. Bennie Henry and described according to a survey by Murray D. Shanklin, dated February 1972, as follows:

Beginning at an iron pin in the northerly margin of a dedicated roadway, the same being 475.92 feet east of an iron pin on the easterly margin of Earheart; thence north 8 degrees 32' east 292.82 feet to an iron pin; thence south 87 degrees 10' east 292.25 feet to an iron pin; thence along a fence row south 8 degrees 21' west 305.28 feet to an iron pin; thence north 84 degrees 33' west 292.25 feet to an iron pin, and containing 2.0 acres, more or less.

Being the same property conveyed to Orville Earheart and wife, Allie Mae Earheart, by deed from Lester Wayne McCormick and wife, Brenda Gayle McCormick, of record in Book 4845, Page 967, Register's Office for said County.

Being the same property conveyed to Larry C. Baker and wife, Ann M. Baker, by deed from Orville Earheart and wife, Allie Mae Earheart, of record in Book 5902, Page 454, Register's Office for Davidson County, Tennessee.

TRACT III:
Beginning at the middle of the road at the negro school house running north with the road to F. L. Martins corner; thence east with Martins line to a stake; thence south to a stake at Ann Castleman line; thence west with the road to the beginning corner containing by estimation fifteen acres be the same more or less.

See Deed of record in Warranty Deed Book 1914, page 236, in Davidson County, Tennessee. However, the tract being the remaining part of the above consisting of the house and four acres more or less, as reflected in paragraph III(2) of the Last Will and Testament of W. L. Henry, deceased, Davidson County, Tennessee.

Being the same property conveyed to Donna J. Blackmore Yates by deed from Bennie Lee Henry, of record in Book 6504, page 210, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Larry C. Baker and wife, Ann M. Baker, by deed from Donna J. Blackmore Yates and Husband, David Yates, of record in Book 6616, Page 773, Register's Office for Davidson County, Tennessee.

The Tract I and Tract II have the following map and parcel numbers: 110-115, 4D 14235. Tract III has the map and parcel number of 110-65.

Further, within six months of the date of the Final Decree, the Husband shall refinance or recollateralize any debts or liens or loans or guarantees for the benefit of the business, including but not limited to a lien or guarantee of business loan using the on the marital home and property as collateral, and he shall remove the Wife's name from any debts or liens or loans or

guarantees or similar agreements for the benefit of the business and the Husband shall fully assume any and all obligations relating to the aforementioned business interests. Thus, the Wife shall have free and clear title to the house and land with no lien, mortgages, collateral agreements or other impediments to her title to the real property.

Further, as a lump sum distribution of marital property, within two years of the date of the Final Decree, the Husband shall fully finish: the wall by the pool, the master bedroom, and the landscaping around the marital home to the Wife's satisfaction. If aforementioned improvements are not made to the satisfaction of the Wife within the designated time period, then the Husband shall immediately pay to the Wife a lump sum of $35,000.

X. ATTORNEY'S FEES AND COURT COSTS

The Husband shall pay the Wife's attorney, Ellen Taylor Turley, any and all attorney fees incurred due to this action, which at this point total $610.00. He shall further pay all costs of this action, for which execution may issue, if necessary.

XI. GENERAL PROVISIONS

Both parties agree to comply with the following general provisions:

1. 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 them of the extent and probable value of all property in the estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her rights, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed now owned or herein after acquired of or by the other party, except as he or she may be bound by the promises covenants contained in this agreement.

2. The parties agree that this agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

3. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for the paying of all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this agreement.

4. In the event a creditor of either party seeks to compel the other party to pay any debts 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 other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor claim.

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

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

7. In the event that any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such individual provisions shall not affect the other provisions of this agreement, said provisions being severable.

8. It is understood and agreed between the parties that, as part of the consideration for the execution of this agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

9. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, or by Court Order, this requirement cannot be waived by oral agreement.

10. The parties acknowledge that this document is signed without duress and after being advised that an attorney's advice should be sought prior to the signing of this document.

11. Signatures of the parties indicate that the parties have received copies of the complaint and waive any objections to service of process in this divorce action.

12. Signatures of the parties indicate that Attorney Ellen Taylor Turley has not given any tax advice to either party, but has advised that prior to signing this agreement the parties should seek legal advice of the tax consequences of this agreement with outside legal counsel.

13. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

14. The parties affirmatively acknowledge that no action by the parties will be effective to reduce spousal support after the due date of each payment, and that court approval must be obtained before spousal support can be reduced.

IN WITNESS WHEREOF, the parties hereto set their signatures:

3-26-93 — LARRY CECIL BAKER
DATE — HUSBAND

3/25/93 — ANN MARIE BAKER
DATE — WIFE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Larry Cecil Baker, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 26 day of March, 1993.

Wickie K. Shaver
NOTARY PUBLIC

My Commission Expires: 9/21/96

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Ann Marie Baker, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 25 day of Mar, 1993.

Ellen Turley
NOTARY PUBLIC

My Commission Expires: 3/26/94

IN THE FOURTH CIRCUIT COURT FOR THE STATE OF TENNESSEE

20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

FILED
MAY 18 1993
GEORGE L. ROOKER, Clerk
By [illegible] Deputy

Ann Marie Baker	)	
	)	
Plaintiff	)	
	)	
vs.	)	DOCKET NO. 93D-1230
	)	
Larry Cecil Baker	)	
	)	
Defendant	)	

BOOK 9259 PAGE 457

AFFIDAVIT

I, Larry Cecil Baker, after having been duly sworn, herewith state and show unto this Court that I have a present gross ~~weekly~~ monthly income of $ 3,500 est.

Larry Cecil Baker

Sworn to and Subscribed before me,

this the 26 day of March, 1993.

Vickie R. Shaver
NOTARY PUBLIC

My Commission Expires: 9/21/96

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

The residential addresses of 3635 Earhart Road and 1472 Nesbit Lane are in Davidson County, Tennessee.

The final costs of this cause will be paid by the Defendant, for which execution may issue if necessary.

BOOK 9259 PAGE 458

This the 17th day of May, 1993.

Muriel Robinson Rice
HONORABLE JUDGE MURIEL ROBINSON RICE

Approved for Entry:

Ellen Turley

Ellen Taylor Turley, #11715
Attorney for Plaintiff
2623 Lebanon Pike
Nashville, TN 37214
(615) 889-5350

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been mailed to Plaintiff Ann Marie Baker, 3635 Earhart Road, Mt. Juliet, TN 37122, and Defendant Larry Cecil Baker, at 1472 Nesbit Lane, Madison, TN 37115, and 3436 Lebanon Road, Hermitage, TN 37076, on this 12 day of May, 1993.

Ellen Turley
Ellen Taylor Turley

BOOK 9259 PAGE 459

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 18 day of MAY , 19 92 , in the Case Number 92D1220 between BAKER, ANGELA MARIE Plaintiff, and BAKER, LARRY CECIL Defendant, as same remains of record in Book 2128 , Page 876 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 25 day of FEBRUARY in the year one thousand nine hundred and ninety-four and in the 218th year of American Independence.

RICHARD R. ROOKER, Clerk,

By D. Campion
Deputy Clerk

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

21297

IDENTIFICATION REFERENCE

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