2.19c/213;

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1993 JUL 27 PM 4:33

RICHARD R. ROOKER, CLERK

D.C.

JANET MARLENE INGRAM HUNTER,
Wife

VS.

JOHN RICKEY HUNTER,
Husband.

NO. 92D-1084

BOOK 9264 PAGE 990

FINAL DECREE OF DIVORCE

This cause came on to be heard on June 22, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife, the Answer and Counter Complaint filed by the Husband, and the entire record in this cause. It appears to the Court that through the announcement to the Court by the attorneys for the respective parties herein that the parties have reached an agreement with regard to all matters in controversy now pending before this Court, in accordance with the agreement of the parties,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That upon the stipulation of the parties, the parties shall be and they each hereby are declared to be divorced pursuant to T.C.A. Section 36-6-129, and they shall be restored to all the rights and privileges of an unmarried person.

2. The parties are the joint owners of the marital residence located at 712 Rock Harbour Court, Nashville, Tennessee. The parties agree that the Husband shall receive all right, title and interest in and to said marital residence, free and clear of any claims from the Wife, and the Husband shall assume all outstanding indebtedness and liabilities thereon and indemnify and hold the Wife harmless from repayment thereof. The Wife shall execute and deliver to the Husband a Quitclaim Deed conveying her interest in and to said residence to the Husband, but the Wife shall have preserved to her a lien on said marital residence in the amount of $10,000.00. The Husband shall pay to the Wife the sum of $10,000.00, as a division of property in this cause, which shall be the subject of said lien. The Husband shall pay to the Wife the sum of $5,000.00 on or before August 22, 1993, and he shall further

pay the Wife an additional sum of $5,000.00 which shall be due and payable on January 1, 1994, with this second $5,000.00 payment bearing interest at the rate of seven percent from June 22, 1993, until paid in full. The Husband shall execute and deliver to the Wife two promissory notes for the payment of the two $5,000.00 payments, which notes shall be secured by a Deed of Trust on said residence, which the Husband shall duly execute.

3. With regard to the household furniture and furnishings, each party shall receive all right, title and interest in and to those items of household furniture and furnishings in their respective possessions, with the exception that the Wife shall receive all right, title and interest in and to the stereo and speakers, the washing machine, certain photographs of the Wife, and the records, tapes and compact discs owned by the Wife prior to the marriage, and those records, tapes and compact discs which were given to the Wife by her clients and friends during the marriage of the parties. The Husband agrees that he shall cause the stereo, speakers and the washing machine to be delivered to the residence of the Wife, and with regard to the photographs and said records, tapes and compact discs, said items shall be brought to the office of Wife's attorney, at which time the Wife's attorney shall supervise the division of the photographs and records, tapes and compact discs.

4. The Husband shall receive all right, title and interest in and to the Mazda automobile, which he drives, and he shall assume the outstanding indebtedness owed thereon and hold the Wife harmless from repayment thereof. The Wife shall receive all right, title and interest in and to the BMW automobile, which she drives, and which is titled jointly to the parties, and she shall assume the outstanding indebtedness owed thereon and she shall hold the Husband harmless from repayment thereof.

5. The Husband shall immediately take whatever steps are necessary to continue health insurance coverage for the Wife under the COBRA plan on his insurance plan through his place of employment for a period of one year or until the Wife's death or remarriage, whichever is the first to occur, and the Husband shall

execute whatever documents are necessary to continue said coverage and pay the premiums in connection therewith in a timely manner so as to insure Wife's continued coverage on said health insurance.

6. The Husband shall receive all right, title and interest in and to his retirement benefits, free and clear of any claims from the Wife.

7. Each party shall be and they hereby are permanently restrained and enjoined from coming about, calling, or contacting the other party for any purpose whatsoever, or from inflicting any form of abuse or harassment upon the other party whatsoever.

8. Each party shall pay his or her own attorney's fees, and the Husband shall pay the Court costs in this cause.

ACCORDINGLY, IT IS SO ORDERED, ADJUDGED AND DECREED.

Entered this 27th day of July, 1993.

Marvel Robinson Reese
JUDGE

APPROVED FOR ENTRY:

Rose Palermo
Rose Palermo (#3330)
Attorney for Wife
Post Office Box 121857
Nashville, TN 37212

Carol McCoy by P.P. w/permission
Carol McCoy (# 2255)
Attorney for Husband
150 Second Avenue, North
Suite 225
Nashville, TN 37201

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FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed to Carol McCoy, Attorney for Husband, 150 Second Avenue, North, Suite 225, Nashville, Tennessee 37201, on this 15 day of July, 1993.

Rose Palermo
Rose Palermo

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 _27 day of _JULY , 19 _93 , in the Case Number _92D1084 between _HUNTER,_JANET_MARLENE_INGRAM Plaintiff, and _HUNTER,_JOHN_RICKEY Defendant,

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as same remains of record in Book 219C , Page _2137 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 _02 day of _MARCH in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk

By _____ Deputy Clerk

SEAL

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