Box 15 KC

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LYNNE E. ROBINSON

vs.

RICHARD E. ROBINSON

NO. 94D-88

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FINAL DECREE

This cause came on to be heard on the 18th day of March, 1994, before the Honorable ~~Muriel Robinson Rice~~ Jack Norman Jr Special Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement, which provides for the division of the parties' respective rights and interests in all jointly-owned property, and apportionment of the parties' debts; and upon all the pleadings, from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Marital Dissolution Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts, and should be approved; and that the sixty day waiting period as required by law has elapsed;

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, LYNNE E. ROBINSON, be and is hereby awarded an absolute divorce from the Defendant, that the parties are hereby restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony existing between the parties are perpetually dissolved;

The Marital Dissolution Agreement is hereby approved by the Court and each and every provision of said Agreement is hereby made the Decree of the Court as is copied verbatim herein:

4402 04/14 0101 03CHECK 23.00

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

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is pending in the Fourth Circuit Court for Davidson County, Tennessee a complaint for absolute divorce under docket number 94D-88, filed by LYNNE E. ROBINSON, hereinafter referred to as "Wife", against RICHARD E. ROBINSON, hereinafter referred to as "Husband", and

WHEREAS, both parties have suffered certain irreconcilable differences in their marriage, and are living separate and apart, and it appears that there is no hope for reconciliation, and

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement, not out of levity nor by collusion, but to settle and adjudicate all property matters of the parties, and to tender the same to the Court for approval in the event a divorce is granted to either party in this cause, and

WHEREAS, both parties are aware of their possessions and obligations, one to the other, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action is concerned, and have had the opportunity for representation by separate counsel, prior to entering into this Agreement;

NOW THEREFORE, for and in consideration of the premises hereinabove stated and other good and valuable consideration, the parties do agree as follows:

1. DIVORCE. The Wife shall proceed to obtain a divorce on the grounds of irreconcilable differences. The Husband expressly waives service of process.

2. NO CHILDREN. There are no children born to or adopted as a result of this marriage.

3. REAL PROPERTY. The parties own as tenants by the entirety certain real estate situated at 311 Peachtree Street, Nashville, Tennessee 37210, more fully described as follows:

Land in Davidson County, Tennessee, being the Easterly 100 feet of lot no. 1 of Block no. 28, on the map of the re-subdivision of part of Cumberland nurseries, as of record in Book no. 161, page 166, Register's Office for said County, said part of lot no. 1 fronts 100 feet on the southerly side of Peachtree Street, and runs back between parallel lines 248 feet to a dead line.

Being the same property conveyed to Archie Pruett Chapman and wife, Vivian Ellen Chapman by deed from E. L. Merineter of record

in Book 1148, Page 642, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Richard E. Robinson and wife Lynne E. Robinson by deed from Archie Pruett Chapman and wife Vivian Ellen Chapman of record in Book 8103, Page 301, Register's Office for Davidson County, Tennessee.

This conveyance is subject to all restrictions, easements and plats of record in Register's Office for said County.

Following entry of the parties' divorce decree, the parties shall own the afore-described property as equal tenants in common.

It is the intention of the parties to make certain repairs to the property so as to bring it to marketable condition and for the property to be sold at an opportune time; however, the parties agree that it may not be beneficial to sell the property for several years.

The parties agree that if the property cannot be mutually listed and sold within a period of three (3) years from the date of their divorce that either party may petition the Court to appoint an auctioneer or realtor to sell the property in the most expedient manner possible.

The parties shall be equally liable all repairs, insurance, taxes and maintenance and for the outstanding mortgage indebtedness owing to First Union Mortgage Company. In the event the property is rented, any rents derived from the property shall be applied to the monthly mortgage indebtedness.

At the time of sale, all net proceeds shall be divided 50/50 between the parties.

4. PERSONAL PROPERTY. The parties have already divided their personal property and household furnishings.

The Wife shall retain as her sole and separate property, free from all claims of the Husband, the vehicle titled solely in her name, her clothing and personal effects and all household goods and furnishings now in her possession.

The Husband shall retain as his sole and separate property, free from all claims of the Wife, the vehicle titled solely in his name, his clothing and personal effects and all household goods and furnishings now in his possession.

5. DEBTS. The Husband assumes sole and separate responsibility for the joint debt owing to his parents, Frank & Sarah Robinson and he shall further assume any outstanding medical bills incurred on his behalf and all charge accounts and other installment debts, including vehicle notes, maintained in his name and he shall hold the Wife harmless from liability therefrom.

The Wife assumes sole and separate responsibility for any outstanding medical bills incurred on her behalf and all charge accounts and other installment debts, including vehicle notes, and the Blazer Financial loan and she shall hold the Husband harmless from liability therefrom.

Any debts incurred by either party after the date of execution of this Agreement shall be the sole responsibility of the party incurring said debt. Each party agrees not to contract any debt against the other party's credit after the date of execution of this Agreement.

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.

6. ALIMONY. Recognizing the need of the Wife to increase her opportunities in the workplace while maintaining a comfortable lifestyle, the Husband agrees to pay directly to the Wife as rehabilitative alimony, the sum of $150.00 per week, beginning April 1, 1994, and continuing for 156 weeks (a period of three years). Payments shall be due on Friday of each week payable by mail.

Payments shall terminate upon the re-marriage of the Wife or the death of the Wife, if either incident occurs prior to the term set forth in this Paragraph.

7. ATTORNEY'S FEES. Each party shall pay their own attorneys fees.

8. COURT COSTS. The Wife shall pay all court costs.

9. ENFORCEMENT. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision 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.

10. INCORPORATING AGREEMENT INTO DECREE. It is understood and agreed between the parties that this Agreement shall be filed in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for approval and incorporation into the Final Decree of divorce between the parties.

11. FULL DISCLOSURE OF ASSETS. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement.

12. FREE AND VOLUNTARY ACT. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with the opportunity for advice of counsel.

13. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

14. EXECUTION OF DOCUMENTS. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date below written.

3-17-94
DATE

Lynne E. Robinson
LYNNE E. ROBINSON, Wife

3-17-94
DATE

Richard E. Robinson
RICHARD E. ROBINSON, Husband

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 17th day of March, 1994, personally appeared before me Lynne Elizabeth Robinson, to me known to be the person described herein as the Wife, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that she executed the foregoing Agreement and acknowledged that she did so as her own free act and deed.

Tonya Hunter
Notary Public

My commission expires:
9/28/97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 17th day of March, 1994, personally appeared before me Richard Edgar Robinson, to me known to be the person described herein as the Husband, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that he executed the foregoing Agreement and acknowledged that he did so as his own free act and deed.

Tonya Hunter
Notary Public

My commission expires:
9/28/97

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause, be and are hereby taxed against the Plaintiff.

It is finally ORDERED that execution may issue to enforce any of the provisions of this Decree.

Entered this 18 day of March, 1994.

Joel Norman, Jr.
SPECIAL JUDGE

APPROVED FOR ENTRY:

Karen Cain

KAREN CAIN #6931
Attorney for Plaintiff
306 Gay Street, Suite 304
Nashville, Tennessee 37201
(615) 256-2806

CERTIFICATE OF SERVICE

I hereby certify that I mailed a true and exact copy of the foregoing Final Decree to Richard E. Robinson, at 2909 Sharon Hill Circle, Nashville, TN 37205 on this 18 day of March, 1994.

Karen Cain
KAREN CAIN

94 APR 14 PM 3:32
DAVIDSON COUNTY, TN.
IDENTIFICATION REFERENCE
39417

STATE OF TENNESSEE

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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 _MARCH , 19 _94 , in the Case Number _94D88 between _ROBINSON, LYNNE E. Plaintiff, and _ROBINSON, RICHARD E. Defendant, as same remains of record in Book 2270 , Page _1760 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 _12 day of _APRIL 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