BOOK 9445 PAGE 607

148C/2018

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

93 JUN -2 AM 9:53

...COUNTY CLERK

D.C.

DEBORAH DEAN BLAIR PAYNE,

Plaintiff,

vs

ANTONIO MICHAEL PAYNE,

Defendant.

No. 92D-3131

80-08
70

FINAL DECREE OF DIVORCE

This cause came to be heard on the 2nd day of June 1993 before the Honorable Judge of the Second Circuit Court of Davidson County, Tennessee upon a Complaint for an absolute divorce based on Irreconcilable Differences filed by the Plaintiff, a marital dissolution agreement signed by the parties and notarized which has been filed with the Court, and upon the entire record. From all of the above the Court finds that the marital dissolution agreement entered into by and between the parties makes a fair and equitable distribution of the property of the marriage and therefore should be approved by the Court and made the Order of the Court. The Court is further of the opinion that the Plaintiff should be granted an absolute divorce based on irreconcilable differences and the parties should be restored to all the rights and privileges of unmarried persons.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff be granted an absolute divorce on the grounds of Irreconcilable Differences and the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the marital dissolution agreement entered into by and between the parties and filed with this Court be approved by the Court and made the Order of this Court, to wit:

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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GEORGE L. ROONEY, CLERK

DEBORAH DEAN BLAIR PAYNE, Wife,	]	
v.	]	No. 92D-3131
ANTONIO MICHAEL PAYNE Husband.	]	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there has been filed in Davidson County, Tennessee a Complaint for absolute divorce by Deborah Dean Blair Payne, hereinafter referred to as "Wife", and against Antonio Michael Payne, 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 parties agree that Wife shall proceed to trial and obtain a divorce in the Circuit Court for Davidson County, Tennessee on the ground of Irreconcilable Differences and upon the Court's approval of the Marital Dissolution Agreement, Husband withdraws his answer and counter-complaint filed herein.

2. PERSONAL PROPERTY The parties have heretofore divide their personal property, among which is a 1990 Isuzu truck, title to which shall be conveyed out of wife's name into that of husband. Husband shall assume repsonsibility for payment of the balance owed on the vehicle.

3. REAL PROPERTY The parties are the owners of a home and lot located at 3245 Panorama Drive in Nashville, Tennessee 37218 as tenants by the entirety, more fully described in book 8220, page 61 of the Register of Deeds Office for Davidson County, Tennessee as follows:

> Being Lot NO. 282 on the Plan of Bordeaux Gardens, Section I, as of record in Book 3300, page 91, Register's Office for Davidson County, Tennessee.
>
> Said Lot fronts 55 feet on the westerly side of Panorama Drive and runs back 175 feet on the southerly line and 187.35 feet on the northerly line, which is a broken line, to a dead line in the rear on which it measures 25 feet.
>
> Being the same property conveyed to Madelene Butler Waller by quitclaim deed from Julian W. Blackshear, Jr., Trustee, of record in Book 6228, page 521, said Register's Office.

Husband hereby conveys his interest in said property to Wife and same shall be vested out of the name of Husband and vested solely in Wife upon entry of the final decree of divorce in this cause, which decree shall incorporate the terms of this agreement therein and shall be recorded in the Register of Deeds Office for Davidson County, Tennessee.

4. DEBTS/TAXES The parties have no joint debts nor do they have a joint tax obligation.

5. INDEMNIFICATION In the event that a creditor or other party seeks to compel the other party 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 other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including attorney's fees.

6. RECOVERY OF EXPENSES In the event that it becomes reasonably necessary for either party to institute legal proceedings for the enforcement of any of the 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.

7. INCORPORATION IN FINAL DECREE It is understood and agreed between the parties that this Agreement shall be introduced in the divorce proceedings pending in the Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

8. COSTS AND ATTORNEY FEES The Wife shall pay the costs associated with these proceedings. Each party shall be responsible for paying his or her own attorney for services rendered in connection with these proceedings and in connection with the negotiation, preparation and filing of this Agreement.

9. FULL SETTLEMENT 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 that it 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 and claims which each may have or hereafter acquires under the laws of any jurisdiction with respect to the other's property.

10. UNDERSTANDING OF THE PARTIES 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. Each of the parties represents that he and she have made a full and complete disclosure to each other of all known current and contingent assets and liabilities. 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 advice of counsel.

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

12. PROVISIONS SEVERABLE In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

13. DELIVERY OF DOCUMENTS It is understood and agreed between the parties that, as part of the consideration for 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.

14. WRITTEN AMENDMENT This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirment cannot be waived by oral agreement.

WHEREFORE, the parties have executed this Marital Dissolution Agreement as of this 31ST day of MARCH, 1993.

Deborah Dean Blair-Payne
DEBORAH DEAN BLAIR PAYNE

Antonio M. Payne
ANTONIO MICHAEL PAYNE

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Personally appeared before me, Tamatha S. Wales, a notary public, Antonio Michael Payne, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Tamatha S. Wales
Notary Public

My commission expires: 1/25/97

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Personally appeared before me, JOHN E. HERBISON, a notary public, Deborah Dean Blair Payne, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

John E. Herbison
Notary Public

My commission expires: 5/23/94

The Court finds that the said marital dissolution agreement makes a fair and equitable distribution of the property of the marriage. In accordance with the terms of the Marital Dissolution Agreement the real property described above is hereby divested out of the Defendant, Antonio Michael Payne and is vested in the Plaintiff, Deborah Dean Payne.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the costs of the cause are taxed to the Plaintiff in accordance with the Marital Dissolution Agreement. For all of which let execution issue if necessary.

Entered this 2nd June 1993.

Judge Second Circuit Court

Dan R. Alexander
Attorney at Law
2016 8th Avenue South
Nashville, Tennessee 37204
Tel. 615-297-0097 Bar.Reg. 7065

Certificate of Service

I hereby certify that a true and exact copy of the above and was mailed to Michael V. Thompson at 150 Second Avenue North, Suite 315, Nashville, Tennessee 37201 on this 2nd day of June 1993.

Dan R. Alexander

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 SECOND Circuit Court for Davidson County, Tennessee, on the 02 day of JUNE , 19 93 , in the Case Number 92D3131 between PAYNE, DEBORAH DEAN BLAIR Plaintiff, and PAYNE, ANTONIO MICHAEL Defendant, as same remains of record in Book 148C , Page 2018 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 AUGUST in the year one thousand nine hundred and ninety-four and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Terry Compton
Deputy Clerk

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