FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

94 SEP 23 AM 9:23

RICHARD R. ROOKER, CLERK

Dorothy Joan Phillips Rogers,

Plaintiff/Wife,

D.C.

Vs. No. 94D-1459 BOOK 9476 PG 132

Kenneth Gelmar Rogers,

Defendant/Husband.

FINAL DECREE OF DIVORCE

This cause came on to be heard on September 23, 1994 before the Honorable ~~Murial Robinson~~ Thomas H. Ware, Special Judge of Fourth of the Circuit Court of Davidson County, Tennessee, upon the original complaint of the Plaintiff, written Marital Dissolution Agreement entered into by the parties and filed in this cause, testimony of the Plaintiff, and the entire record in this cause from all of which it appears to the Court and the Court finds as follows:

This Court has jurisdiction in all necessary particulars of this case and the facts alleged in the complaint are true and correct as to the necessary elements of an irreconcilable differences divorce.

The differences between the parties have become irreconcilable and a divorce should be granted to the parties on the ground of irreconcilable differences.

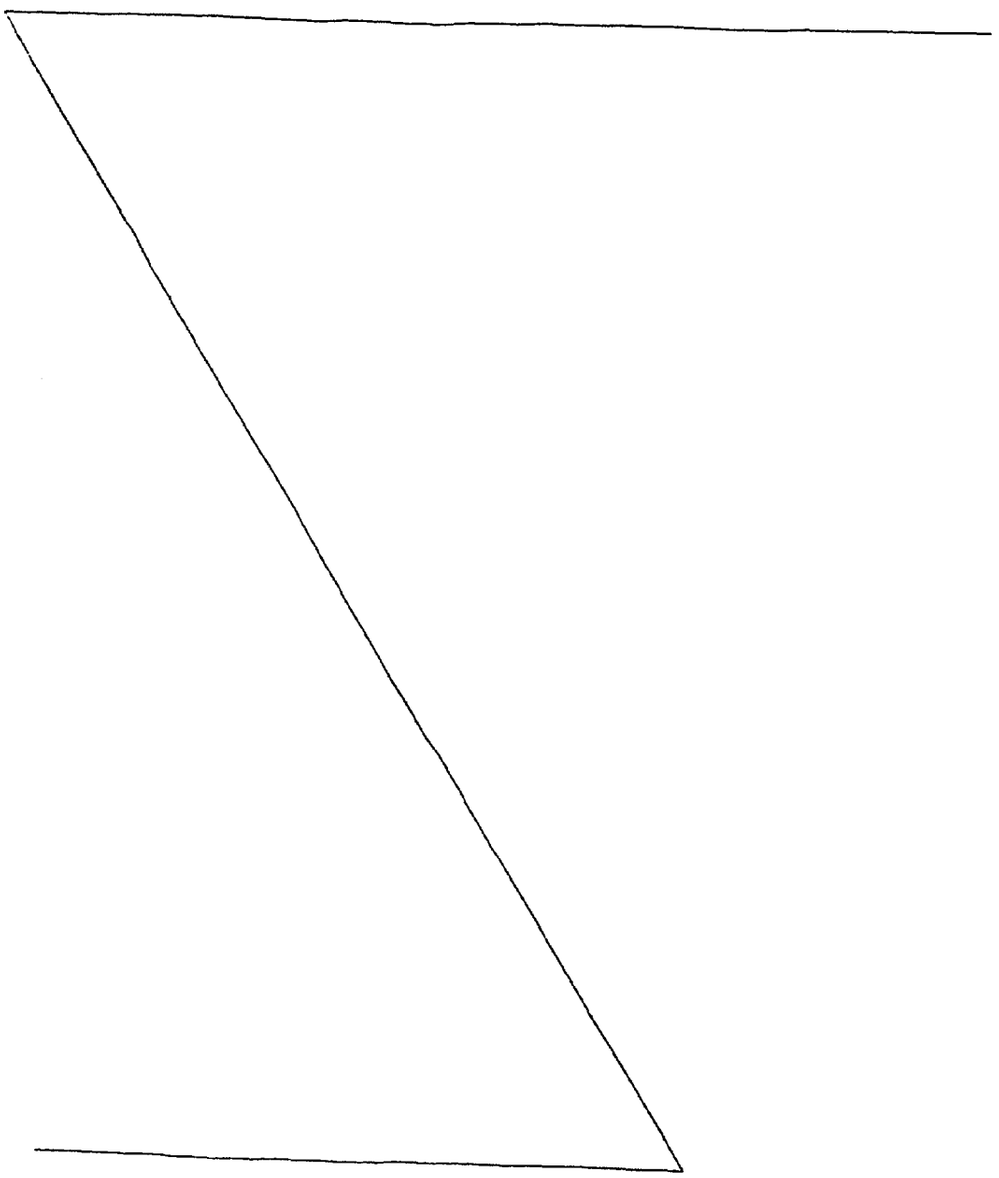
The parties heretofore have entered into a written Marital Dissolution Agreement, which the Court affirmatively finds to make an equitable settlement of any property rights of the parties and that said Agreement is made a part of this order by reference as if copied in full herein.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that:

The Plaintiff, Dorothy Joan Phillips Rogers, have and is hereby awarded an absolute divorce from the Defendant, and the bonds of matrimony heretofore existing between the Plaintiff and Defendant are hereby held for naught and the parties are hereby restored to all the rights and privileges of an

unmarried person.

The Marital Dissolution Agreement entered into by the parties and filed in this cause makes adequate and sufficient provisions for the equitable division and distribution of property rights between them, said agreement providing as follows to wit:



IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DOROTHY JOAN PHILLIPS ROGERS, Plaintiff,	)	
vs.	)	DOCKET NO: 94D-1459
KENNETH GELMAR ROGERS, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is entered into by and between Dorothy Joan Phillips Rogers ("Wife") and Kenneth Gelmar Rogers ("Husband") subject to the following premises, terms and conditions:

W I T N E S S E T H

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Wife has instituted proceedings against Husband for absolute divorce, said proceeding having been filed in the Circuit Court for Davidson County, the style is reflected above; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the court, to amicably settle their differences with respect to all property rights, and obligations for the payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, and being their intention that such contract will be effective with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Husband shall be entitled to the following items of personal property:

SHARP COLOR TELEVISION SET
HIS BOWLING BALL
HIS PLAQUES AND AWARDS
GNOMES STATUES BY CLARK
ALL BOOKS ON GNOMES

(1) NA ALL STOCK (ALL)
(2) NA ALL COINS GIVEN ME BY LLOYD PHILLIPS DECEASED
(3) NC JAR OF WHEAT PENNIES AND OTHER CHANGE IN T.
OPN

ALL OF HIS TOOLS CURRENTLY AT THE RODNEY DRIVE RESIDENCE, INCLUDING BUT NOT LIMITED TO DRILL PRESS, BAND SAW, RADIAL ARM SAW, SANDERS, AIR COMPRESSOR, BOLTS, SCREWS, ELECTRICAL SCREWS, ELECTRICAL CONNECTORS, SPRAY PAINT, ALL STORAGE SHELVES EXCEPT ONE STORAGE SHELF, ONE-HALF OF SHOVELS AND YARD TOOLS
ONE STEP LADDER
ONE UPRIGHT FAN
FAMILY BIBLE
ALL OF HIS CLOTHES REMAINING AT THE RODNEY DRIVE RESIDENCE

Husband may store such of the above-described property at the Rodney Drive residence until such time as he can make other arrangements for storage of said items.

Blankets made by Husband's mother shall be given to the children of the parties. Wife shall have all right, title and interest in and to all other personal property located at the Rodney Drive residence.

2. Each party shall have all right, title and interest in and to automobiles in their possession as of the date of this agreement.

3. Upon the entry of an order of absolute divorce incorporating into its terms this Marital Dissolution Agreement, Husband shall be divested of any right, title or interest in and to real property located at 743 Rodney Drive, Nashville, Tennessee 37205 as more particularly described in Exhibit A attached hereto. In the event that Wife is able to obtain a refinance of the indebtedness on said property, Husband agrees to execute such documents as are necessary to waive any rights he may have with respect to said property. Wife shall be solely responsible for the mortgages to Lomas & Nettleton (approximately $17,000), First Tennessee (approximately $72,000) and Helen B. Phillips (approximately $50,000.00), which are liens against said property. It is expressly understood and agreed however, that nothing contained herein shall be construed as an obligation of Wife on the indebtedness owed to the IRS by Husband in the approximate amount of $135,000.00, for which indebtedness the IRS has placed a lien on said property. Such obligation shall remain the sole and exclusive responsibility of Husband.

4. Each party individually agrees to be solely and separately responsible for any debt in such party's individual name and shall hold the other party harmless from any liability for such debt. Neither of the parties shall contract any indebtedness in the name of or on the credit of the other from and after the date of the execution of this agreement.

5. In the event a creditor of either party makes a claim against the other party, which is upheld by a court of competent jurisdiction, to pay for 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 responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim including reasonable attorney's fees. The party against whom the claim is made shall give written notice to the other of the claim at the time it is first asserted.

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

7. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings referred to above and submitted to the court for ratification and incorporation into the final decree of divorce between the parties.

8. 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 laws of any jurisdiction with respect to the others property, including without limitation dower courtesy, statutory allowance, homestead

rights, right to take against the will of the other, inheritance, descent or distribution or right to act as administrator 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.

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

10. 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. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest, including monies and bank accounts.

11. 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 of 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 or with knowledge of the right to the advice of counsel.

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

13. In the event any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not effect the other provisions of this Agreement said provisions being severable.

14. 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.

15. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties and approved by the court, and this requirement cannot be waived by oral agreement.

16. It shall be a condition of this Agreement that a final decree of divorce on the grounds of irreconcilable differences, incorporating the terms of this Agreement, be entered by the court within 120 days following the filing of the Complaint.

17. Each party shall bear his or her own costs and attorney's fees. Wife shall pay court costs.

IN WITNESS WHEREOF this Agreement has been executed as of the date set forth below.

Dorothy Joan Phillips Rogers
DOROTHY JOAN PHILLIPS ROGERS

Kenneth Gelmar Rogers
KENNETH GELMAR ROGERS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Phyllis J. Ramsey, Notary Public, DOROTHY JOAN PHILLIPS ROGERS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23rd day of September, 1994.

Phyllis J. Ramsey
Notary Public

My Commission Expires: 9-16-95

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Peggy Dahlgren, Notary Public, KENNETH GELMAR ROGERS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24th day of August, 1994.

Peggy Dahlgren
Notary Public

My Commission Expires: 3-22-97

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RICHARD R. ROOKER, Clerk

Deputy

Land in Davidson County, Tennessee, being Lot No. 200 on the Plan of West Meade Hills, Section 8, as of record in book 3600, pages 61 and 62, Register's Office for said County.

Said Lot No. 200 fronts 135.86 feet on the northwesterly side of Rodney Drive and extends back 738.97 feet on the northeasterly line and 607.37 feet on the southwesterly line to a dead line, measuring 464.64 feet thereon.

Being the same property conveyed to Kenneth G. Rogers and wife, Dorothy J. Rogers by deed from Robert L. Speck and wife, Barbara J. Speck as of record in Book 4031, Page 428, Register's Office for Davidson County, Tennessee.

Exhibit A

It is, therefore, ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement as executed by the parties is in all respects approved and ratified in full, and said Marital Dissolution Agreement shall be given full force and effect in all respects between the parties hereto as an Order of this Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause shall be assessed against the Plaintiff, Dorothy Joan Phillips Rogers, and for all of which let execution issue if necessary.

ENTERED this 23rd day of September, 1994.

Thomas H. Ware
Special JUDGE

APPROVED FOR ENTRY:

Ramsey B. Leathers, Jr.

Ramsey B. Leathers, Jr.
Attorney for Plaintiff
1275 First American Center
Nashville, TN 37238
615/254-7774

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has been mailed to :

KENNETH GELMAR ROGERS
5957 CANE RIDGE ROAD
ANTIOCH TENNESSEE, 37013

on this 23 day of September, 1994.

Ramsey B. Leathers, Jr.

rbl2.rog

BOOK 9476PG141

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 23 day of SEPTEMBER , 19 94 , in the Case Number 94D1459 between ROGERS, DOROTHY JOAN PHILLIPS Plaintiff, and ROGERS, KENNETH GELMAR Defendant, as same remains of record in Book 234C , Page 2098 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 27 day of SEPTEMBER in the year one thousand nine hundred and ninety-four and in the 219th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

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FELIX ... REGISTER
DAVIDSON COUNTY, TN.

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PICK-UP

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IDENTIF. & REFERENCE