FILED

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK

D.C.

LINDA ILENE DOWDY,)
)
Plaintiff,)
)
vs.) NO. 93D-2999
)
MELVIN RAY DOWDY,)
)
Defendant.)

BOOK 9510 PG 757

FINAL DECREE OF DIVORCE

This cause come to be submitted to the above-named court for approval by the Honorable Marietta Shipley, Judge of the Second Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife, the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties which the Court finds makes a fair and equitable division of the parties' jointly owned property and the entire record in this cause. From all of which it appears to the Court that the Wife should be awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that the current address of the Wife is 137 Wessington Place, Hendersonville, TN 37075; and that the current address of the Husband is 7828 Old Charlotte Road, Nashville, TN 37209.

The parties have no minor children. The Court affirmatively finds that the parties made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

IT IS, THEREFORE, ORDERED that Wife be and hereby is awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and that the parties are restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim. The parties have entered into a Marital Dissolution Agreement which is as follows:

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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA ILENE DOWDY)
Plaintiff,)
)
vs.) No. 93D-2999
)
MELVIN RAY DOWDY)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between Melvin Ray Dowdy, hereinafter called "Husband", and Linda Ilene Dowdy, hereinafter called "Wife".

W I T N E S S E T H

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody and support of any children the parties may have as a result of the marriage; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets: and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, ONLY Husband is represented by Robyn Lynne Ryan, Attorney, and the opposing party has obtained independent advice or waived same and is NOT relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other.

Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise. including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims. demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code. this obligation

being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement,

other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS FILED. A complaint for divorce has been filed in the Second Circuit Court for Davidson County, Tennessee, under docket # 93D-2999. Wife agrees to pay all Court cost arising out of said divorce proceeding if uncontested.

PERSONALTY. The parties will keep their personal belongings, effects and clothing and the remainder of the property shall be divided between the parties as described below. The items listed shall constitute the personal property of the individual named on said list and shall be free and clear of any claims of the other party whatsoever.

Husband

1. Satellite disk
2. Two mahogany end tables
3. Cherry buffet

4. Display case
5. Cherry head and foot board
6. Pot rack
7. 19" T.V.
8. Big freezer (will pay service agreement on freezer)

Wife

1. Cemetery plots
2. Cherry dresser and stool
3. Engraved wood table
4. Old trunk
5. Piano
6. RCA 27" T.V.
7. Small freezer
8. Remainder of property not already divided.

It is agreed that the Husband will have possession and title to the Parties' Mitsubishi truck as a trade for his interest in the Wife's pension plan valued at approximately $38,000.00 and the Wife will have possession and title to the Parties' 1985 Chevrolet Blazer and each party releases any claim or right they have to the vehicle of the other. The parties agree to assume any liability associated with said automobiles and hold the other harmless thereon. Each party agrees to execute any document necessary to effectuate change of title.

REAL ESTATE. Wife agrees to convey and by signing this document does convey to Husband any and all interests in the property at 7820 Old Charlotte Road, Nashville, Tennessee more particularly described as follows:

> Land in Davidson County, Tennessee described according to a survey by James A. Hamilton, Jr., Engineer, dated April 15, 1965, and more particularly described as follows:
>
> Beginning at an iron pin on the northerly side of the Stevens-McCall road at the southwest corner of the property conveyed by Dave W. Sams to Frances Sams Wright by deed of record in Book 3098, Page 435, Register's Office for said County.
>
> Thence with said Frances Sams Wright's westerly line N. 11° -100' E. 215', more or less, to her northwest corner, being an iron pipe;
> Thence with Wright's northerly line S. 67° -27' E. 65.5'to the southwest corner of the McCall Cemetery;
> Thence with the westerly line of said Cemetery N. 11° -00' E. 55', more or less, to a post;
> Thence S. 67° -27 E. 84.5' to a point in the Sams farm boundary, the common line with the old Stevens land, said point being N. 11° -00' E. 327' from Sams' southeasterly corner as shown on a copy of a survey made by george W. Watkins, Surveyor, December 17, 1949, said southeasterly corner being the southeasterly corner of a 12' strip shown on said survey;
> Thence with said Sams-Stevens line N. 11°-00' E. 939', more or less, to a point, Sams' northeasterly corner:
> Thence N. 38°-00' W. 181.1', more or less, to point in Sam's

Thence S. 110-00' W. 958.9', more or less, to an iron pin at an elm tree in front of the frame house of Sams:
Thence S. 250-09'20" W. 123.6', more or less, to an iron pin;
Thence S. 110-00' W. 215', more or less, to an iron pin at the road;
Thence, with said road, S. 670-27' E. 20.4', more or less, to the point of beginning, containing by calculation, 3.3 acres, more or less.

A twenty (20) foot easement is reserved for access to the McCall cemetery plot as shown on said survey.

Being the same property conveyed to Ewell Harris Daniels, et ux, by deed from Dave W. Sams and wife, Alma O. Sams, of record in Book 3888, Page 281 Register's Office for Davidson County, Tenn.

Wife further agrees to execute and deliver to Husband any and all deeds and instruments necessary to convey title of said real estate to Husband. Husband agrees to assume liability for the debts on the property removing Wife from any liability for the debt on the property.

Husband agrees to relinquish any and all rights to the remaining real property. Husband further agrees to execute and deliver to Wife any and all deeds and instruments necessary to convey title of said real estate to Wife. Wife agrees to assume liability for the debts on the property removing Husband from any liability for the debt on the property.

DEBTS. Husband agrees to assume, pay and hold Wife harmless for the following debts as an element of the division of the parties' property:

1. Visa bill
2. Mastercard (already paid off)
3. Property tax (already paid off)

This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523 (a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

Wife agrees to assume, pay and hold Husband harmless for the following debts as an element of the division of the parties' property:

1. Att Visa card
2. Sears
3. Mortgages

This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

ALIMONY WAIVED. Wife and Husband claim no alimony either pendente lite or permanent and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

ATTORNEY FEES. It is agreed between parties that only Husband is represented by Robyn Lynne Ryan and will pay Robyn Lynne Ryan's attorney fee in connection with this divorce proceeding and this agreement. It is also agreed between the parties that the opposing party shall pay their own attorney's fee in connection with this litigation.

PENSIONS. The parties agree to give up any right they might have to the other parties' retirement or pension. Each party will therefore retain the right to their individual pension and retirement.

Linda Ilene Dowdy — Ray Dowdy

PLAINTIFF DEFENDANT

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

On this 10th day of January, 1994, personally appeared Melvin Ray Dowdy, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Carol Brandon
NOTARY PUBLIC

My Commission Expires:
1-25-97

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

On this 13th day of January, 1994, personally appeared Linda Ilene Dowdy, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

V Michelle Dodson
NOTARY PUBLIC

My Commission Expires:
5-25-96

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that costs are taxed to Wife.

Entered this 4 day of February, 1994.

Marietta M. Shipley
JUDGE

APPROVED FOR ENTRY:

Michael J. Flanagan
Michael J. Flanagan, #9445
Attorney for Plaintiff
95 White Bridge Road, Suite 208
Nashville, TN 37205
(615)356-1580

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed to Robyn Lynne Ryan, 5th Floor, St. Cloud Corner, 500 Church Street, Nashville, Tennessee 37219, on this 2nd day of February, 1994.

Michael J. Flanagan
Michael J. Flanagan

STATE OF TENNESSEE

BOOK 9510 PG 768

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 04 day of FEBRUARY , 19 94 , in the Case Number 93D2999 between DOWDY, LINDA ILENE Plaintiff, and DOWDY, MELVIN RAY Defendant, as same remains of record in Book 152B , Page 907 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 14 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 Mary W. Bibb
Deputy Clerk

SEAL

M.S.E.ENV.

94 NOV -3 AM 10:43
FELIX ... REGISTER
DAVIDSON COUNTY, TN.

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IDENTIF. & REFERENCE

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