rec'd 3-16-94

BOOK 9537 PG 453

843

IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED _____
ENTERED 3-16-94
BOOK 110 PAGE 141-148
JANICE W. JORDAN, Clerk & Master

MARY CATHLEEN LOGAN
Plaintiff,

vs.

DEREK WARNER LOGAN,
Defendant.

NO. 03-22431

FINAL DECREE

This cause came on to be heard on this the 16th day of March, 1994, before the Honorable Henry Denmark Bell Judge of the Chancery Court of Williamson County, Tennessee, upon the Complaint for Divorce filed by Plaintiff alleging Irreconcilable Differences as the grounds for divorce. More than sixty (60) days have elapsed since the filing of the Complaint for Divorce in this case. From the Complaint, the Marital Dissolution Agreement signed by both parties, and upon the entire record in this cause the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, MARY CATHLEEN LOGAN, be and is hereby granted an absolute divorce from the Defendant, DEREK WARNER LOGAN, on the grounds of Irreconcilable Differences, as set forth in Section 36-4-101 (11), Tennessee Code Annotated.

The Court affirmatively finds that there are no minor children born to or adopted by this marriage, and none is expected, and by written agreement the parties have made provision for the equitable settlement of any property rights existing between them. The Court approves the Marital Dissolution Agreement signed by both parties and the same is hereby incorporated by reference in full and is specifically made a part of this final Decree as follows:

94 MAR -5 AM 10:13

DAVIDSON COUNTY, TN.

14441

IDENTIFICATION REFERENCE

IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED 3/16/94
ENTERED @ 11:45am
BOOK _____ PAGE _____
JANICE W. JORDAN, Clerk & Master

MARY CATHLEEN LOGAN,

Plaintiff,

vs.

NO. 03-22431

DEREK WARNER LOGAN,
Defendant.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1994, by and between MARY CATHLEEN LOGAN, hereinafter referred to as "Wife", and DEREK WARNER LOGAN, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, the parties were married on June 15, 1991 in Nashville, Tennessee; and

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue in their marriage relationship and that their differences are irreconcilable with the result that the Wife instituted divorce proceedings against the Husband the 16th day of December, 1993, same being Civil Action No. 22431 in the Chancery Court for Williamson County, Tennessee; and Husband, Defendant herein, waives his Answer to the Complaint and asks that the Divorce be granted by Default Judgment without further notice to him, as Husband elects not to respond; and

WHEREAS, the parties own real property, household furniture, furnishings, vehicles, and other personal property and personal effects; and

WHEREAS, both parties agree and stipulate that this Agreement makes full and adequate provisions for the distribution of the property of the parties;

NOW, THEREFORE, the parties, for and in consideration of

the mutual covenants and agreements herein set forth and in the consideration of the acts to be performed by the parties, do agree as follows:

1. REAL PROPERTY: The parties own real property, a home located at 1145 Blue Willow Ct., Antioch, Tennessee 37013, and Husband agrees to convey and by signing this document does convey to Wife any and all interests in said property, more particularly described as follows:

> Land in Davidson County, Tennessee, together with all improvements thereon, being Lot No. 51 on the Plan of Peppertree Forest Subdivision, Section 3, recorded in Book 7900, Page 249, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Husband further agrees to execute and deliver to Wife a Quit Claim Deed and all instruments necessary to convey title of said real estate to Wife and, hereafter, Husband shall be divested of all right, title and interest in and to said real property.

2. PERSONAL PROPERTY:

a. The parties have divided between themselves the Furniture, Furnishings, Household Goods, and Personal Belongings that were acquired during the marriage, and each party makes no claim to any property in the possession of the other party, it is agreed that Husband will have possession and title to the furniture, furnishings, household goods and personal belongings which are presently in his possession and Wife will have possession and title to the furniture, furnishings, household goods and personal belongings which are presently in her possession.

b. Vehicles: It is agreed that Husband will have possession and title to the parties' 1982 GMC Pickup Truck he is presently driving, and Wife will have possession and title to the parties' 1990 Nissan she is presently driving, subject to the indebtedness thereon owed to Liberty National Bank.

c. Personal Effects: Each party will have and keep their personal effects and clothing.

d. Retirement Programs, Stock and Stock Options:

It is agreed that Husband will own and have title to any and all funds and accumulations in any retirement program in his name with his former employer or his present employer and all shares of stock and stock options in his name with his former employer, Home Depot, and Wife shall have no claim against said funds, stocks and stock options and Wife shall be divested of all right, title and interest in said funds, stocks and stock options. It is agreed that Wife will own and have title to any and all funds and accumulations in any retirement program in her name with her employer and all shares of stock and stock options in her name with her employer, Home Depot, and Husband shall have no claim against said funds, stocks and stock options and Husband shall be divested of all right, title and interest in said funds, stocks and stock options.

3. DEBTS: Any debts not listed below will be the responsibility of the party who incurred the debt.

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

(1) Chemical Bank VISA Card;

(2) Signet VISA Card;

(3) Service Merchandise Account.

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

(1) Discover Card;

(2) Liberty National Bank (debt on 1990 Nissan).

4. DOCUMENTS: It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

5. INCORPORATION: It is understood and agreed between the parties that this Agreement will be introduced in any divorce

action prosecuted by either of them and submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

6. FULL SETTLEMENT: It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and a discharge from all other claims arising out of their marital relationship, and that each party hereby waives and relinquishes to the other party all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other party's property, including, without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other party's estate and this Agreement applies to all property now owned by Husband and Wife, or any property that either of them may acquire in the future.

7. INDEMNIFICATION: It is understood and agreed between the parties that, from the date of execution of this Agreement, neither party will contract any indebtedness upon the credit of the other party, and that if either party shall be compelled to pay any future debt of the other party, then the party for whose benefit such payments shall have been made will indemnify the other party to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

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

9. VOLUNTARY AGREEMENT: 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.

10. 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, in addition to any other relief to which the enforcing party may be adjudged entitled, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees incurred in prosecuting the action.

THIS AGREEMENT is executed on the day and date first above written and a copy of same is being retained by each party hereto.

Mary Cathleen Logan
MARY CATHLEEN LOGAN, Plaintiff

Derek Warner Logan
DEREK WARNER LOGAN, Defendant

THE STATE OF TENNESSEE )
COUNTY OF WILLIAMSON )

Personally appeared before me MARY CATHLEEN LOGAN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same for the purposes therein contained and as and for her free act and deed.

WITNESS MY HAND AND SEAL this 22nd day of February, 1994.

Rita Breshear
NOTARY PUBLIC

My Commission Expires: Nov 19, 1996

THE STATE OF TENNESSEE )
COUNTY OF Hamilton )

Personally appeared before me DEREK WARNER LOGAN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes therein contained and as and for his free act and deed.

WITNESS MY HAND AND SEAL this 2nd day of March, 1994.

Martha J Rylee
NOTARY PUBLIC

My Commission Expires: 1-22-96

IT IS ORDERED, ADJUDGED AND DECREED by the Court that all provisions of the said Marital Dissolution Agreement are hereby approved and made the Judgment of the Court.

The Court finds that it would be advantageous for Plaintiff's name to be changed to MARY CATHLEEN COULTER, it is THEREFORE ORDERED AND DECREED that Plaintiff's name be and is hereby changed to MARY CATHLEEN COULTER.

It further appearing to the Court that the parties current mailing addresses are as follows:

Plaintiff:
Mary Cathleen Logan
1145 Blue Willow Ct.
Antioch, TN 37013.

Defendant:
Derek Warner Logan
P. O. Box 9881
East Ridge, TN 37421.

The unpaid costs of this cause shall be paid by the Plaintiff, for which execution may issue, if necessary. This concludes attorney, William R. Hefner's, representation in this case.

ENTERED THIS 16th DAY OF March, 1994.

JUDGE

APPROVED FOR ENTRY:

William R. Hefner
WILLIAM R. HEFNER, #014199
Attorney for Plaintiff
P. O. Box 992
Brentwood, TN 37024
(615) 370-9800

STATE OF TENNESSEE
WILLIAMSON COUNTY
I, THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE.
JANICE W. MORGAN, Clerk & Master

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of this document to DEREK WARNER LOGAN, postage prepaid, U.S. Mail to his last known address, on this the 16th day of March, 1994.

WILLIAM R. HEFNER

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CERTIFICATE OF SERVICE

I hereby certify that a signed copy of the foregoing Final Decree has been sent by U.S. Mail to Mary Cathleen Logan, 1145 Blue Willow Ct. Antioch, TN 37013; and to Derek Warner Logan, P.O. Box 9881, East Ridge, Tennessee 37421, on this the 16th day of March, 1994.

Kelly Scott, Deputy Clerk

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