BOX 15 1198 1221

FILED
1989 JUL 28 PM 3:39
GEORGE J. REGISTER, CLERK
D. Pollock

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

PATRICIA ELAINE INGRAM,)
)
Plaintiff,)
)
vs.) No. 88D-4792
)
JOHNNY BILL INGRAM,)
)
Defendant.)

BOOK 9550 PG 251

AMENDED FINAL DECREE OF DIVORCE

This cause came on to be heard on the 9th day of June, 1989, before the Honorable James Everett, upon the original Complaint for Divorce, the Marital Dissolution Agreement signed by the parties and the sworn answers to the interrogatories by the Plaintiff from all of which the Court finds that the parties have made an equitable distribution of any property rights. The Court further finds that the parties have irreconcilable differences and that the Court approves the Marital Dissolution Agreement of the parties.

The Court further finds that the addresses of the parties are as follows:

Patricia Elaine Ingram
2212 Naylor Road S.E.
Washington, DC 20020

Johnny Bill Ingram
413 South Towne Court
Antioch, TN 37013

IT IS, THEREFORE, ORDERED AND ADJUDGED that the Plaintiff, be and is hereby awarded an absolute divorce from the Defendant, Johnny Bill Ingram, and the parties restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following Marital Dissolution Agreement of the parties is approved by the Court and is incorporated herein by reference, and made the Order of this Court. Said agreement is, in words and figures, as follows:

4572 12/19 0101 03CHECK 28.00

18572
IDENTIF. & REFERENCE

94 DEC 19 PM 3:34
DAVIDSON COUNTY, TN.

BOOK 9550PG252

FILED
JUN 12 1989
GEORGE L. ROOKER, Clerk
By _____ D.C., Deputy

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between PATRICIA ELAINE INGRAM, hereinafter called Wife,and JOHNNY BILL INGRAM, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since November 22, 1980.

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce in which irreconcilable differenes is alleged as a ground has been instituted in the Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertaking hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. PERSONAL PROPERTY. The parties have heretofore divided their personal property among themselves. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects presently in the possession of Husband shall be his sole and separate property.

2. DEBTS.

(A) It is agreed that Wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold Husband harmless on any and all debts secured by these accounts:

(1). GMAC - car loan on 1987 Cadillac

[Elaine will do everything in her power to see that Johnny Bill Ingram's name is taken off of this debt so that she will solely responsible for the debt.]

(2) L & B Tire

(B) It is agreed that Husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold Wife harmless on any and all debts secured by these accounts:

(1). Baptist Board Employee's Credit Union - truck loan.

[Husband will do whatever steps are necessary to have Elaine Ingram's name taken off of this debt, including refinancing. He will be solely responsible for this debt.]

(2) Sears

(3) Castner Knott

(4) _____ - Mortgage on house at 413 South Towne Court, Antioch, TN 37013.

C) In the event a creditor of either 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 the 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 reasonable attorney's fees.

3. BANK ACCOUNTS. The parties shall keep their respective checking accounts and savings accounts.

4. REAL PROPERTY.

(A) It is agreed that the house and lot titled in Husband's and Wife's names shall be vested solely in Husband. Said property is located at 413 South Towne Court, Antioch, TN,37013, and is more specifically described in Exhibit A which is attached to this Marital Dissolution Agreement.

(B) As the house will be vested soley in the Husband, he will be solely responsible for all mortgage payments, taxes and insurance and should indemnify and hold the Wife harmless.

In the event he is delinquent in his payments, the mortgage company shall immediately notify the Wife. In addition he will do everything within his power to have Wife's name removed as a responsible party to the mortgage so that he is

solely responsible for the mortgage.

If he has not removed the Wife's name from the mortgage and has not sold the home by October 22, 1991, he shall refinance the house or sell the home.

(C) In consideration for this transfer, Husband agrees that the Wife shall have a second mortgage or lien on deed of the home described above in the amount of $3,000.00, which represents one-half of the parties' equity in the home as of the date of signing this Marital Dissolution Agreement.

(D) The Marital Dissolution Agreement shall be filed with the Register of Deeds Office so that the document itself will show as a lien against the property. Further, Husband and Wife agree that Husband shall pay the lien by the following dates:

(1) $1,000.00 by October 22, 1989.
(2) $1,000.00 by October 22, 1990.
(3) $1,000.00 by October 22, 1991.

(D) If the house is sold before the payments have been made to the Wife, the Wife shall receive $3,000 in one lump sum out of the sale of the house.

4. AUTOMOBILES.

(1) The Wife shall be vested solely in the 1987 Cadillac, and Wife assumes full responsibility for the payment of any indebtedness due on said vehicle.

(2) The Husband shall be vested solely in the _____ Ford Truck, and Husband assumes full responsibility for the payment of any indebtednedss due on said vehicle.

5. ATTORNEY'S FEES. The parties shall be responsible for the payment of their own attorney's fees.

6. COURT COSTS. Any costs of the Court incurred as a result of the pending action for absolute divorce shall be paid by Wife.

7. 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. (523(5), which is not

dischargeable in bankruptcy as to the other party.

8. 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.

9. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now 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.

10. 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 which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's 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 or executor of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

11. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, and it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE:
(Maryland)
COUNTY OF DAVIDSON:
(Prince George's)

Patricia Elaine Ingram
PATRICIA ELAINE INGRAM

SWORN TO AND SUBSCRIBED before me this the 10th day of April, 1989.

Richard [illegible]
Notary Public

My Commission Expires:
7-1-90

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Johnny Bill Ingram
JOHNNY BILL INGRAM

SWORN TO AND SUBSCRIBED before me this the 27th day of March, 1989.

[illegible]
Notary Public

My Commission Expires:
9-9-89

Marietta M. Shipley
Marietta M. Shipley #4719
DODSON, PARKER, SHIPLEY,
BEHM & SEABORG
Fourth Floor Realtor's Building
306 Gay Street
P. O. Box 198066
Nashville, TN 37219-8066
(615) 254-2291
Attorney for Wife

BOX 15

BOOK 9550PG257

IT IS FURTHER ORDERED AND ADJUDGED that the Plaintiff be restored to her maiden name of Patricia Elaine Lambert.

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are adjudged the Plaintiff, for which execution may issue, if necessary.

ENTERED this the 27 day of July, 19__.

Judge

APPROVED FOR ENTRY:

Marietta M. Shipley #4719
DODSON, PARKER, SHIPLEY, BEHM & SEABORG
Fourth Floor Realtors Building
306 Gay Street
P. O. Box 198066
Nashville, TN 37219-8066
(615) 254-2291

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* Probate *Circuit Court for Davidson County, Tennessee, on the* 28th *day of* July, *19* 89, *in Case Number* 88D-4792 *between* Patricia Elaine Ingram *Plaintiff, and* Johnny Bill Ingram *Defendant, as same remains of record in Book* 49B, *Page* 1221 *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* 14th *day of* December *in the year one thousand nine hundred and* ninety-four *and in the* 219th *year of American Independence.*

RICHARD R. ROOKER CIRCUIT COURT CLERK

RICHARD R. ROOKER, *Clerk*

By _____, *D.C*

Form #GR-117