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2136/826

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY
TENNESSEE AT NASHVILLE

JAMES EDWARD COLLINS, Plaintiff,	)	
vs.	)	DOCKET NO. 92D-2618
PENNY LEE COLLINS, Defendant.	)	

FINAL ORDER pgs 9561 pg 857

THIS matter came to be heard on the 12TH day of January, 1993, before the HONORABLE JUDGE MURIEL ROBINSON RICE, of the Fourth Circuit Court for Davidson County, Tennessee, upon the entire record, testimony of the Plaintiff, James Edward Collins, and statement of Counsel, from all of which the Court affirmatively finds that the Plaintiff is entitled to a divorce on the grounds of Irreconcilable Differences in accordance with T.C.A. 36-4-101(11) and that the Marital Dissolution Agreement entered into by the parties adequately provides for equitable distribution of the property owned by the parties and should be approved, and that there are no minor children of this marriage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that James Edward Collins, is granted an absolute divorce from Penny Lee Collins, on the grounds of irreconcilable differences and is thus restored to all the rights and privileges of an unmarried person.

IT IS FURTHER FURTHER ORDERED that the Marital Dissolution Agreement entered into by the parties is hereby approved and made a part of this Order:

IN THE _____ COURT OF DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

JAMES EDWARD COLLINS	]	
410-72-0503	]	
Plaintiff	]	
	]	
vs.	]	DOCKET NO. 92D-2618
	]	
PENNY LEE COLLINS	]	
[redacted]-9334	]	BOOK 9561 PG 858
Defendant	]	

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into on this 14th & 15th day of December 1992 by and between JAMES EDWARD COLLINS (hereinafter referred to as Husband), and PENNY LEE COLLINS, (hereinafter referred to as Wife),

WITNESSETH:

WHEREAS, the parties were married in Robertson County Tennessee on April 21, 1989,and WHEREAS, the parties in consequence of disputes, unhappy moments and irreconcilable differences, have separated and now wish to make agreements in connection therewith, including a Settlement of the Property Rights, and other rights and obligations growing out of the marital relationship, and

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

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

WHEREAS, Husband is represented by Mr. Robert T. Johnson, Attorney, and the opposing party has obtained independent advice or waived same and is not relying on the advice or services of Mr. Robert T. Johnson, and

WHEREAS, The parties have no minor children born of this Marriage.

WHEREAS it is thereby AGREED, that for and in consideration of the mutual promises herein contained, the parties agree as follows:

1. 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, that party making those charges shall be responsible for the payment of those unrevealed charges.

2. Waiver. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title, 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, or otherwise, in present or 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 courses of action, except as to the obligation imposed by this instrument or by the court's decree, this being intended as the 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 the retirement and pension benefit of the other party except as set out by this agreement herein, although they have been advised of their rights regarding pensions and retirement benefits.

3. Entire Agreement. This agreement contains the entire understanding and agreement between the parties, there being 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 laws of Tenneesee shall govern in all respects.

4. Non-Dischargeability. With respect to each party's responsibility or 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.

5. 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.

6. Non-Compliance. Should the Husband or Wife breach any of the provisions of this Agreement, the other shall have the right, at his or her discretion, to sue for damages for such breach, or for specific performance, or for Contempt of Court.

Should either party incur any expense or legal fees as a result of the breach of a portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred.

7. 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.

8. 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 Marital Dissolution Agreement, and by said filing the parties consent to 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 enforced as if they were, at the moment of signing, an order of this Court.

9. 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.

10. Modification. A Modification or waiver of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

11. 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.

12. Prior Tax Liabilities. If 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 born by either of 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 represents and warrants 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.

13. Divorce Proceedings To Be Filed. As soon as possible after the execution of this agreement, Mr. Robert T. Johnson shall cause to be prepared and filed a complaint for divorce in the Courts of Davidson County, Tennessee, including the grounds that irreconcilable differences have arisen between the parties.

14. Court Costs. The Husband agrees to pay all Court costs arising out of said divorce proceeding provided the matter is uncontested by the Wife.

15. Attorney Fees. It is agreed between the parties that only the Husband is represented by Mr. Robert T. Johnson, and the Husband will pay Mr. Johnson's attorney fee in connection with this divorce proceeding.

16. Individual Debts. The parties acknowledge that they each have assumed full responsibility for any and all debts and obligations incurred in his or her own name and that the other party will be held harmless thereon. Husband hereby acknowledges that he is responsible for his own hospital

debts and doctor bills in the amount of $5,200.00 and holds Wife harmless on such debt.

17. Joint Debts. Both the parties acknowledge that they currently have no joint debts other than as otherwise set forth herein.

18. Division of Personal Property. The parties have hereto agreed upon the distribution of all personal property including the distribution of the household furniture and furnishings, and each party shows that he or she is satisfied with such distribution.

The parties acknowledge that the Husband has a seven thousand dollar ($7,500.00) cash bail bond which is currently posted with the U.S. District Court, Middle District of Tennessee. The parties acknowledge that the Wife is authorized to retrieve such sums from the court. The Wife shall turn all funds over to the Husband or his designated attorney-in-fact, Jerry Smith. The parties acknowledge that the bail bond refund is the property of the Husband. Wife shall recieve the sum of seven hundred fifty dollars ($750.00) of such bail bond money, (if available from the bail bond refund) for her duties in retrieving and turning over such bail bond refund.

The Wife is to receive from the Husband a property settlment in the sum of three thousand dollars. Such sum shall be payable on the 5th day of each month in installments of two hundred fifty dollars with the first installment due and payble on February 5, 1993.

The parties further agree that should the bail bond refund be received prior the the full payment of the aforementioned three thousand dollar, ($3,000.00) property settlement then the wife will receive the balance of the $3000.00 property settlemnet from the bail bond money.

Husband also agrees to give the Wife title to their 1976 Buick Le Sabre.

Husband will keep all other personal property which he has in his possession and Wife will keep the personal property which she has in her possession.

19. Real Property. The parties acknowledge that they have obtained certain real property during their marriage as follows:

A lot and home located at 1105 Birdsall Street, Old Hickory, Tennessee 37138.

The Wife agrees to and does hereby release and quitclaim all her interest in such property to the Husband to have to hold such interest in fee simple title.

Wife agrees to execute all documents to make the transfer of such property complete in every respect.

Husband hereby agrees to remain responsible for any debt on such property and to hold the Wife harmless as any debt and or mortgages thereon.

20. Husband's Vehicle. Husband has no vehicle and agrees to transfer title to the 1976 Buick Le Sabre to the Wife.

21. Wife's Vehicle. Title to the parties' 1976 Buick Le Sabre shall be vested in the Wife who shall assume all liabilities and indebtedness thereon and shall hold Husband harmless on same. The Wife shall retain said vehicle free and clear from any claim of any nature whatsoever by the Husband, but with the further understanding that the Wife shall be solely responsible for repayment of any mortgage, indebtedness or other debt that might exist against said vehicle, and shall hold the Husband harmless from any responsibility therefore.

22. Disposal of Property. Except as here and otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives or relinquishes any and all rights he or she may have in the property in the estate of the other as a result of the marital relationship.

23. Service of Process. The Defendant/Wife acknowledges that she has full knowledge and notice of this action and hereby waives Service of Process in this case and submits to the jurisdiction of this Honorable Court.

24. Conclusion. This is a full, final, and complete settlement, adjudicating all the rights of the respective parties hereto.

The parties acknowledge that they have read this instrument in its entirety and have signed it freely and voluntarily and without duress or coercion.

Signed this the 14 day of December 1992

James Edward Collins

JAMES EDWARD COLLINS, Plaintiff/Husband

Signed this the 15 day of December 1992.

Penny Lee Collins

PENNY LEE COLLINS, Defendant/Wife

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me JAMES EDWARD COLLINS, with whom I am personally acquainted (or proved to me upon satisfactory evidence), and who acknowledged that he read the foregoing Marital Dissolution Agreement, and acknowledged that he executed same and did so of his own free act and deed.

Witness my hand and official seal at Nashville Tennessee, this the 14th day of December, 1992.

Notary

My Commission Expires: January 27, 1996

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me PENNY LEE COLLINS, with whom I am personally acquainted (or proved to me on satisfactory evidence), and who acknowledged that she read the foregoing Marital Dissolution Agreement, and acknowledged that she executed same and did so of her own free act and deed.

Witness my hand and official seal at Nashville Tennessee, this the 15th day of December, 1991.

Notary

My Commission Expires: November 25, 1995

Robert T. Johnson,
Attorney for Plaintiff/Husband

It is **ORDERED, ADJUDGED AND DECREED** that all provisions of said Marital Dissolution Agreement are hereby approved and made the Judgment of the Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, James Edward Collins, is granted an absolute divorce from the Defendant, Penny Lee Colins, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person and that the costs of this cause be taxed to the plaintiff for which execution may issue if necessary.

This the 12th day of Jan, 1993.

Judge

APPROVED FOR ENTRY:

Robert T. Johnson,
Attorney for Plaintiff
518 S. Gallatin Pike
Madison, Tennessee 37115
(615) 860-3130
BPR# 12431

CERTIFICATE OF SERVICE

I, Robert T. Johnson, do hereby certify that a copy of the foregoing Final Decree was mailed by U.S. Mail, postage pre-paid to the defendant, Penny Lee Collins, c/o June Corman, at 805 Swinging Bridge Road, Old Hickory, Tennessee 37138, on this the 12th day of January, 1993.

Robert T. Johnson

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ORD WHEN PROPERLY
CUTED AND FILED

E OR PRINT IN PERMANENT
CK INK

TENNESSEE DEPARTMENT OF HEALTH & ENVIRONMENT

CERTIFICATE OF DIVORCE OR ANNULMENT

RULE DOCKET NO. 920-2618

STATE FILE NUMBER

BOOK 9561 PG 866

HUSBAND

1. HUSBAND'S NAME (First, Middle, Last): James Edward Collins

2a. RESIDENCE—STATE	2b. COUNTY	2c. CITY, TOWN, OR LOCATION
Tennessee	Davidson	Old Hickory

2d. STREET AND NUMBER	3. BIRTHPLACE (State or Foreign Country)	4. DATE OF BIRTH (Month, Day, Year)
1105 Birdsall Street	Cleveland, TN	6-16-43

WIFE

5a. WIFE'S NAME (First, Middle, Last): Penny Lee Collins

5b. MAIDEN NAME: Penny Ann Lee

6a. RESIDENCE—STATE	6b. COUNTY	6c. CITY, TOWN, OR LOCATION
Tennessee	Davidson	Old Hickory, TN

6d. STREET AND NUMBER	7. BIRTHPLACE (State or Foreign Country)	8. DATE OF BIRTH (Month, Day, Year)
805 Swinging Bridge Road	Dallas, Texas	12-5-53

MARRIAGE

9a. PLACE OF THIS MARRIAGE—STATE (or Foreign Country)	9b. COUNTY	9c. DATE OF THIS MARRIAGE (Month, Day, Year)	10. DATE COUPLE LAST RESIDED SAME HOUSEHOLD (Month, Day,
tennessee	Robertson	4-21-89	6-16-92

11a. NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (Specify)	11b. CHILDREN UNDER 18 IN THIS FAMILY (Specify)	11c. NUMBER OF CHILDREN UNDER 18 WHOSE PHYSICAL CUSTODY WAS AWARD
None	None	X No Children Husband ___ Wife ___ Joint (Husband/Wife) ___ Oth

12. PETITIONER	13a. NAME OF PETITIONER'S ATTORNEY (Type/Print)	13b. ADDRESS (Street or R.F.D. No., City or Town, S
X 1 Husband 2 Wife 3 Both 4 Other (Specify) ___	Robert T. Johnson, Attorney	1011 South Gallatin Pk Madison, TN 37115

DECREE

14a. I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON: (Month, Day, Year)	14b. TYPE OF DECREE	14c. WAS MAIDEN NAME OR PREVIOUS LEGAL SURNAME RESTORED? (Specify Nar
JANUARY 12, 1993	1 X Absolute 2 Limited 3 Annulment	NO

14d. COUNTY OF DECREE	14e. TITLE OF COURT	14f. DATE OF RECORDING DECREE (Month, Da
Davidson	1 X Circuit 2 Chancery 3 General Sessions 4 Probate 5 Other (Specify) ___	1-12-93

14g. SIGNATURE OF CERTIFYING COURT OFFICIAL	14h. TITLE OF CERTIFYING COURT OFFICIAL	14i. DATE SIGNED BY CERTIFYING COUR OFFICIAL (Month, Day, Year)
BY: [signature] D.C.	CLERK	1-13-93

O NOT USE A SEAL ON THIS
RTIFICATE.

GNATURE MUST BE IN PER-
ANENT BLACK INK

CONFIDENTIAL INFORMATION

ITEMS 1-18 MUST BE COM
ETED

	15. Race—American Indian, Black, White, etc. (Specify below)	16. Number of This Marriage First, Second, Etc. (Specify)	17. If Previously Married, Last Marriage Ended (Specify below)	18. Education—Specify Highest Grade Completed	
				Elementary or Secondary (0-12)	College (1-4 or 5+)
HUSBAND	15a White	16a. 2nd	17a. 1 Not previously married 2 By death 3 X By Divorce or Annulment	18a. 12	2
WIFE	15b White	16b. 3rd	17b. 1 Not previously married 2 By death 3 X Divorce or Annulment	18b. 12	0

1682
vised 1-89

RECORDER'S MEMO
LEGIBILITY OF WRITING, PRINTING IN
THIS DOCUMENT WAS UNSATISFACTORY WHEN RECEIVED

BOOK 9561 PG 867

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 12 day of JANUARY , 19 93 , in the Case Number 92D2618 between COLLINS, JAMES EDWARD Plaintiff, and COLLINS, PENNY LEE Defendant, as same remains of record in Book 213B , Page 826 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 28 day of OCTOBER in the year one thousand nine hundred and ninety-four and in the 219th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By J. Parish
Deputy Clerk

22226

IDENTIFICATION REFERENCE

93 JAN -3 AM 11:22

DAVIDSON COUNTY, TN.

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