BOOK 9581 PG 904

1680 1945

FILED
'88 APR -5 PM 3:53
CLORIS HOOKER, CLERK
D Spurlock D.C.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

PATRICIA MAI PRINCE,	)	
	)	
Plaintiff	)	
	)	
vs.	)	NO. 87D-619
	)	
RICHARD QUINTON PRINCE	)	
	)	
Defendant	)	

FINAL DECREE

This cause came on to be heard on the 5th day of April, 1988, before the Honorable Judge Muriel ~~Robertson~~ Robinson, upon the original Complaint for Divorce entered against the Defendant, Marital Dissolution Agreement, testimony of the Plaintiff, statement of counsel, and the entire record in this cause, from all of which the Court finds that the parties are entitled to an Absolute Divorce upon the grounds of irreconcilable differences. The Court finds further that the Marital Dissolution Agreement heretofore entered into by and between the parties is approved and is made a part of this Final Decree. It is therefore,

ORDERED, ADJUDGED AND DECREED by this Court that the parties hereto, PATRICIA MAI PRINCE and RICHARD QUINTON PRINCE, are granted an Absolute Divorce and they each are restored to all the rights and privileges of an unmarried person. It is further,

ORDERED, ADJUDGED AND DECREED by this Court that the Marital Dissolution Agreement heretofore entered into by and between the parties is approved and is made a part of this Decree. Said Marital Dissolution Agreement in words and figures is as follows:

PICK-UP

95 JAN 30 PM 3:21
DAVIDSON COUNTY, TN.

29359
IDENTIF. & REFERENCE

PROPERTY SETTLEMENT AGREEMENT

This agreement is entered into by and between PATRICIA MAI PRINCE (hereinafter called "Wife") and RICHARD QUINTON PRINCE (hereinafter called "Husband") subject to the following terms, premises and conditions:

WITNESSETH:

1. Children. There are no children born of this marriage and none anticipated.

2. Real Estate. The parties own as tenants by the entirety improved real property known as 3825 Creekside Drive, Nashville, Tennessee. From and after the entry of a decree in this matter, Wife shall have said property as her sole and separate property free of the claims of Husband. Wife agrees to indemnify and hold Husband harmless as to any indebtedness including taxes, mortgages and any other encumbrance on or associated with said property. Husband is obligated to the mortgage company on this property and in the event Wife should default in the payment to the mortgage company to the extent that the mortgage company forecloses and looks to Husband for any deficiency or costs then Wife's indemnity and hold harmless shall likewise extend to such sums so that Wife hereby assumes complete and total responsibility for payment of all amounts due the mortgage company on this property and should Wife default in payment and the mortgage company foreclose, Husband will have none of the responsibilities nor rights to make good any deficiency or costs owing on the property.

3. Cash and Bank Accounts. The parties have already divided all cash and bank accounts and any cash or accounts in that party's name shall be deemed that party's sole and separate property free and clear of the claims of the other.

4. Personal Property. Husband has removed all of his personal property from the residence. Included in

the property Husband has removed are video tapes of Wife's children. Husband shall relinquish those tapes or copies of those tapes to Wife. All other personal property still located at 3825 Creekside Drive, Nashville, Tennessee, shall be the sole and separate property of Wife. Any personal property in the possession of either party after the date of this Agreement shall be considered that party's sole and separate property except as provided above regarding the videotapes of the children.

5. Vehicles. Wife shall have as her sole and separate property the automobile in her possession and shall indemnify and hold Husband harmless as to any indebtedness against the vehicle and as to the vehicle's use. Likewise, Husband shall have as his sole and separate property the 1978 Delta 88 Oldsmobile and the Oldsmobile Omega. Husband shall hold Wife harmless and indemnify her as to any indebtedness against the vehicle and as to the vehicle's use. Each party shall be responsible for insuring his or her own vehicles.

6. Attorney Fees and Court Costs. Each party agrees to pay his or her attorney fees in this matter and the parties agree to divide equally the court costs in this matter.

7. It is understood and agreed between the parties that from and after the date of the execution of this agreement, neither will contract any indebtedness upon the credit of the other and should either be compelled to pay any future debt of the other then the party for whose benefit such payments are made will indemnify the other to the full extent of the amounts paid including any interest and legal expenses incurred, if any.

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 relinguishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction with respect to the other's property including without limitation, dower, curtesy, statutory allowance, homestead rights, rights to take against the will or other inheritance, dissent 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 Wife and Husband individually or jointly, or any part that either of them may acquire in the future. Except as specifically set forth herein, each party releases the other from and waives any claim to alimony or support.

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

10. 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 it is fair and equitable and it is being entered into voluntarily and with advice from counsel. Each party will execute and deliver any and all documents reasonably necessary to accomplish the intent and terms of this agreement.

11. This agreement contains the entire understanding of the parties, there are no representations, warranties, or promises other than those expressly set forth herein.

12. In the event that any provision of this agreement shall be held invalid by a court of competent jurisdiction, such individual provisions shall not affect the other provisions of this agreement, said provisions being, to that extent, severable.

13. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

14. This agreement is executed in triplicate and a copy of the same is being retained by each party. The third copy will be tendered to the Court as part of the final decree of divorce between the parties.

Dated this 8th day of March, 1988.

/s/
PATRICIA MAI PRINCE

/s/
RICHARD QUINTON PRINCE

That the costs of this cause be equitably divided between Plaintiff and Defendant for all of which let execution issue, if necessary.

Entered this 5th day of April 1988.

JUDGE

PREPARED FOR ENTRY BY:

WILLIAM B. VEST
Counsel for Plaintiff
635 E. Main St.
Hendersonville, TN 37075
(615)824-5108

BOOK 9581 PG 909

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 05 day of APRIL , 19 88 , in the Case Number 87D619 between PRINCE, PATRICIA MAI Plaintiff, and PRINCE, RICHARD QUINTON Defendant, as same remains of record in Book 168C , Page 01943 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 30 day of JANUARY in the year one thousand nine hundred and ninety-five and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Mary J Bentley Jr
Deputy Clerk

SEAL

5529 01/30 0101 01CASH 24.00