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BOOK 9609 PG 720

142

DEBORAH J. LOWE,

Plaintiff

VS

MELVIN E. LOWE,

Defendant

FILED IN OFFICE
1990 APR 23 PM 12:58
JUDITH P. NEBEARIS, CLERK
BY Allison DC
FILM REF.

NO. 90 DR 102

IN THE CIRCUIT COURT OF

HAMILTON COUNTY, TENNESSEE

DIV. IV

FINAL DECREE

This cause came on to be heard on the 23rd day of April, 1990, before the Honorable WILLIAM L. BROWN, Judge of the Circuit Court, on the Complaint for Divorce, oral testimony of Plaintiff, and the entire record, from all of which the Court found that the parties are entitled to an absolute divorce on the grounds of irreconcilable differences; that the written agreement heretofore filed with the Court was voluntarily entered into by each of the parties and that each of them is knowledgeable of its contents; and that said written agreement makes adequate and sufficient provision for the equitable settlement of any and all property rights between the parties; it is, therefore,

ORDERED that:

(1) The Plaintiff, DEBORAH J. LOWE, is granted an absolute divorce from the Defendant, MELVIN E. LOWE, and the parties are restored to all the rights and privileges of unmarried persons.

(2) The written agreement of the parties, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as fully and completely as though set out herein verbatim, is approved, confirmed, ratified, and made the judgment of this Court.

(3) ~~The costs of this cause are adjudged against the Plaintiff.~~ Defendant Melvin Lowe agree to pay to Cost of the cause. MEL 414-62-5632

ENTER this 23 day of April, 1990.

W. L. Brown
JUDGE

APPROVED FOR ENTRY:

MOORE & TEETER

BY: Dick Teeter
Attorneys for Plaintiff
859 McCallie Ave., Suite 200
Chattanooga, TN 37403
(615) 265-2868

PICK-UP

95 MAR -2 PM 2:43
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

38879
IDENTIF. & REFERENCE

Deborah L. Lowe
Plaintiff

M E Lowe
Defendant

BOOK 9609 PG 721

(MARITAL DISSOLUTION AGREEMENT ON FOLLOWING PAGES)

RECORD BOOK VIII-I
HAMILTON COUNTY CIRCUIT COURT - DIVISION FOUR MINUTES
APR 23 1990

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DEBORAH J. LOWE, * NO. 90 DR 102

Plaintiff *

VS * IN THE CIRCUIT COURT OF

MELVIN E. LOWE, * HAMILTON COUNTY, TENNESSEE

Defendant *

* DIV. IV

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into on the date hereinafter specified above the signature line of the parties, who are husband and wife, sometimes hereinafter referred to as Plaintiff and Defendant, as follows:

WHEREAS there exists between the parties certain unhappy differences which they have determined are impossible for them to overcome and they have, therefore, no expectation of resuming a marital relationship; and

WHEREAS the parties have no minor children as a result of this marriage; and

WHEREAS Plaintiff has expressed an intention to bring an action for divorce against Defendant and hereby confirms such intention; and

WHEREAS the parties desire to enter an Agreement to make a full, complete and final settlement and division of all of their respective rights in and to their property, whether real or personal, including all property rights either might have in and to the estate of the other, regardless of the actual, separate, or joint nature thereof; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereafter contained, the parties do mutually agree as follows:

1. EFFECTIVE DATE. This Agreement shall become binding upon the parties and their legal representatives, successors, and assigns, immediately following the granting of a decree in a divorce proceeding instituted by either party against the other party, provided that the provisions of this Agreement are approved by the Court in which such proceedings are instituted. In the absence of the granting of a decree and the approval of the Court, the provisions of this Agreement shall have no effect.

2. DIVORCE. Plaintiff shall obtain a divorce upon the expiration of the applicable waiting period, and shall attach this Agreement thereto for incorporation therein.

3. REAL PROPERTY. All of the right, title and interest of Defendant in and to the real property formerly occupied by the parties as the family residence, same being more fully and completely described in Exhibit A (which is attached hereto and made a part hereof by reference thereto as fully and completely as if copied herein verbatim), is divested out of the Defendant and vested in Plaintiff.

4. HOUSEHOLD GOODS AND FURNISHINGS. The parties acknowledge that all household goods and furnishings have been divided between them by agreement, and that all household goods and furnishings presently located in the parties' family residence shall remain the exclusive property of Plaintiff.

5. AUTOMOBILES. Plaintiff shall have the 1988 Dynasty automobile. Defendant will make the payment to Third National Bank on odd months starting in January, 1990; each party will execute such papers as may be necessary to effectuate the transfer of title to said vehicle in accordance with this provision.

6. PERSONAL PROPERTY. The parties acknowledge that all personal property not specifically mentioned herein has been divided between them to their mutual satisfaction.

7. INDEBTEDNESS. All other indebtedness in the individual names of the parties shall be paid by the party in whose name the debt stands. Each party agrees to indemnify and hold the other harmless on the debts herein assumed and to be paid by said paying party.

8. TAX RETURNS The parties shall file separate income tax returns and pay all income tax due with respect to their respective income; however the parties shall cooperate in any preparation for or audit of returns for prior years.

9. WAIVER TO RIGHTS TO ESTATE, ETC.. Each party waives all rights of inheritance to the estate of the other (including every right either may have in the estate of the other by reason of their marriage), any right to elect to take against the will of the other, and the right to act as Executor or Administrator of the will or estate of the other party.

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10. WAIVER OF PROPERTY RIGHTS. Except as is expressly provided in this Agreement, each party hereby releases the other party, and their respective legal representatives, successors, and assigns from any claim of any kind growing out of this marriage, and specifically relinquishes any right, title or interest in or to any earnings, accumulations, future investments, money, or property of the other party. All property and money received and retained by the parties pursuant hereto shall be the separate property of the respective party, free and clear of any right, interest, or claim of the other party; and each party shall have the right to deal with and dispose of their separate properties, both real and personal, as fully and effectively as if the parties had never been married, except as is specifically provided in this Agreement.

11. WAIVER OF PERSONAL SERVICE. Pursuant to T.C.A. 36-4-103, the defendant waives all requirements of service of process, waives the right to file an answer, and submits to the jurisdiction of the above Court for the purpose of deciding all issues in the above styled divorce action.

IN WITNESS WHEREOF the Parties agree to the above on this the 4th day of January, 1990.

M E Lowe
HUSBAND

Deborah J. Lowe
WIFE

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Personally appeared before me, MELVIN E. LOWE, the above named Husband, who, after being duly sworn, acknowledged that he executed the above instrument as his own free act and deed for the purpose therein contained.

In Witness Whereof I have hereunto set me hand and affixed my seal of office in Chattanooga, Tennessee, this 4 day of January, 1990.

Richard A. Tuttle
NOTARY PUBLIC

My commission expires: 7-28-93

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Personally appeared before me, DEBORAH J. LOWE, the above named Wife, who, after being duly sworn, acknowledged that she executed the above Agreement as her own free act and deed for the purposes therein contained.

In Witness Whereof I have hereunto set my hand and affixed my seal of office in Chattanooga, Tennessee, this 4 day of January, 1990.

Richard A. Tuttle
NOTARY PUBLIC

My commission expires: 7-28-93

(EXHIBIT "A" ON FOLLOWING PAGE)

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EXHIBIT "A"

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO WIT,

BEING Lot No. 105 on the Plan of Parkwood Estates, Section One, of record in Plat Book 2900, pages 119 and 120, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to John M. Lucas and wife, Marlene A. Lucas,by deed from Harlan Construction Co., Inc., of record in Book 3310, page 203, said Register's Office. Reference is made to a Divorce Decree of record in Book 4464, page 198, said Register's Office wherein the property was vested in Marlene A. Lucas. Further reference is made to a deed of record in Book 6137, page 634, said Register's Office in which a tenancy by the entireties is created in Marlene A. Birdwell (formerly Lucas) and husband, John M. Birdwell.

This conveyance is subject to Restrictive covenants of record in Book 3136, Page 52 and Book 3253, page 591, Register's Office for said County.

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BOOK 9609 PG 726

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, JUDITH P. MEDEARIS, Clerk of the Circuit Court in and for the State and County aforesaid, hereby certify that the foregoing is a full, true and correct copy of the ..FINAL DECREE and MARITAL DISSOLUTION AGREEMENT of DEBORAH J. LOWE VS. MELVIN E. LOWE, Docket NO. 90 DR 102

as the same appear of record and on file in my office. Decree appears in Record Book ...VIII-I....., Page ....142....., and same remains in full force and effect.

Witness my hand and the seal of the Court, this...23rd day of..November,....., 1994....

JUDITH P. MEDEARIS, Clerk

By..Patty McDonald..... D.C.

