BOOK 9630 PAGE 974

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUNE TOWNES HITER,	]	
	]	
Complainant,	]	
	]	
vs.	]	No. 95D-164
	]	
ROBERT WARREN HITER,	]	
	]	
Defendant.	]	

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DAVIDSON COUNTY, TENNESSEE

PICK-UP

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IDENTIFICATION REFERENCE

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson, Tennessee, a Complaint for Absolute Divorce filed by **JUNE TOWNES HITER**, Plaintiff (hereinafter referred to as "Wife"), against **ROBERT WARREN HITER**, Defendant (hereinafter referred to as "Husband"), under docket no. 95D-164, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval in the event that a Decree of Divorce is granted in this cause, and

WHEREAS, both parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. **CONSIDERATION**: The consideration for this Agreement is the mutual promises and agreements contained herein.

2. **NO INTERFERENCE**: Each party shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

3. **TAX EXEMPT STATUS**: This Agreement is a transfer of appreciated property between spouses in connection with the divorce and is not a sale, exchange or other disposition, but is an equal division of property by co-owners.

4. **TRIAL**: Wife shall proceed to trial to obtain an uncontested absolute divorce from Husband upon the grounds of Irreconcilable Differences.

5. **REAL PROPERTY**: The parties own real property located at 2720 Old Smith Springs Road, Nashville, Tennessee 37217. The parties agree that Husband's interest in the real property is worth **THIRTY THOUSAND DOLLARS ($30,000)**. Upon the entry of the Final Decree of Divorce, Wife shall pay Husband the sum of $30,000.00 for his interest in the property. Upon the payment to Husband by Wife of the $30,000, Wife shall retain said real property as separate property, free and clear of any claim of Husband and all right, title and or interest in and to said property shall be divested from him and vested in Wife. Said property is described in words and figures as follows:

> **LAND** in Davidson County, Tennessee, in the Second Civil District of said County, described as follows:
>
> **BEGINNING** at a point in the center line of Smith Springs Road; thence South 86 deg. 45 min. East a distance of 115.4 feet along the center line of Smith Springs Road, to a spike; thence North 2 deg. 30 min. East a distance of 822 feet to an iron pin; thence North 85 deg. 20 min. West a distance of 115.4 feet to a post; thence South 3 deg. West a distance of 444 feet to a post; thence South 1 deg. 45 min. West a distance of 380 feet to the point of origin. This property contains 2.2 acres, more or less, as of a survey made by George W. Watkins, Surveyor, dated October 2, 1956.
>
> **BEING** the same property conveyed to Warren Hiter and wife, June T. Hiter, by deed from Lester Townes and wife, Mackie Townes, of record in Book 2598, Page 493, said Register's Office.

Wife shall be solely responsible for the future indebtedness existing on said property and shall indemnify and hold Husband harmless from and against any liability for same.

6. **VEHICLES**: The parties acknowledge that Husband shall retain the company car presently in his possession, free and clear of any claim of Wife. Wife shall keep the 1989 Nissan automobile in her possession free and clear of any claim of Husband. Wife shall pay the indebtedness on said vehicle to Nashville Memorial Credit Union and shall indemnify and hold Husband harmless thereon.

7. **HOUSEHOLD FURNITURE AND FURNISHINGS**: The parties agree that Wife shall retain the household furnishings and furniture located in the residence as separate property, free and clear of any claim of the Husband, with the exception of the following items which Husband shall retain as separate property free and clear of any claim of Wife: furniture in master bedroom, den furniture, including two chairs, sofa, color T.V., and pole lamp, microwave, and toaster oven.

8. **MARITAL DEBT AND FUTURE CREDIT**: The parties agree that they have incurred indebtedness for medical treatment for their youngest child. They agree to equally share said indebtedness with each party paying one-half of an approximate balance of $1,000, with each indemnifying and holding the other party harmless on one-half of said debt.

The parties further agree that neither shall further encumber the credit of the other party following the signing of this Marital Dissolution Agreement.

9. **PERSONAL INDEBTEDNESS**: The parties agree that any indebtedness incurred by either party subsequent to the separation or not disclosed in this Agreement shall be the sole and separate responsibility of the party incurring said indebtedness and said party shall indemnify and hold the other party harmless on said indebtedness.

10. **LIQUID ASSETS**: The parties agree that each shall retain sole ownership of the IRAs, savings accounts and checking bank accounts presently in their individual name, free and clear of any claim of the other.

11. **JEWELRY AND WEARING APPAREL**: Each party shall be awarded the sole and exclusive ownership of his or her jewelry and personal wearing apparel, free and clear of any claim of the other.

12. **PENSIONS**: The parties agree that any pension plan or benefit owned by either party shall be the sole and exclusive property of the respective party, free and clear of any claim of the other.

13. **COURT COSTS**: The parties agree that Husband shall pay any court costs in connection with this litigation not heretofore paid by Wife.

14. **ACCEPTANCE BY THE PARTIES**: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other party harmless for the payment thereof, the parties understand and agree that their obligations are nondischargeable debts under Section 523(a)(5) of the Bankruptcy Reform Act of 1978 (or any corresponding provision in any other bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations on the part of both parties are not a part of the property settlement. The division of the property is set forth elsewhere in the property settlement agreement.

15. **FAIRNESS OF AGREEMENT**: The parties acknowledge that the provisions of this Agreement for support and maintenance are fair, equitable, and satisfactory, and in keeping with their accustomed standard of living and reasonable requirements.

16. **VOLUNTARY ACCEPTANCE**: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and each party acknowledges that the Agreement fully, adequately, and sufficiently provides for the property rights and debt liability; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

17. **ENTIRE AGREEMENT**: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

18. **ADDITIONAL INSTRUMENTS**: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof and that they have signed the same voluntarily.

19. **EFFECTIVE DATE OF AGREEMENT**: The parties agree that the Marital Dissolution Agreement shall become fully effective and shall bind the parties upon the signing of the Agreement by both parties.

20. **ALIMONY WAIVER**: Wife hereby waives any further claim for alimony, past, present, or future, other than is specifically contained in this Agreement.

21. **COUNSEL OF RECORD**: Upon the entry of the final decree in this cause, the attorneys of record shall be released of any further representation of their respective client, and shall no longer be held as surety for subsequent Court costs.

22. **SEVERABILITY**: 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.

WITNESS OUR HANDS, this the 29th day of March, 1995, as to Wife and the 29th day of March, 1995, as to Husband.

"WIFE"

JUNE TOWNES HITER

"HUSBAND"

ROBERT WARREN HITER

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

BK 9630 PG 979

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **JUNE TOWNES HITER**, who made oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this the 29th day of March, 1995.

Notary Public

My Commission Expires: My Commission Expires FEB 3, 1996

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **ROBERT WARREN HITER**, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this the 29th day of March, 1995.

Notary Public

My Commission Expires: My Commission Expires FEB 3, 1996