IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JAMES EDWARD UNDERWOOD,)
)
PLAINTIFF,)
)
v.) Docket No. 95D-156
)
SANDRA ELAINE UNDERWOOD,)
)
DEFENDANT.)

D.C.

FINAL DECREE OF DIVORCE

This cause came to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the 21st day of April, 1995, upon the complaint for Divorce filed by the Plaintiff in this cause, JAMES EDWARD UNDERWOOD. Based upon the statutory waiting period of sixty (60) days having elapsed, and the parties being before this Court having entered into a written notarized Marital Dissolution Agreement, making specific reference to this action by cause or docket number, and by signing of such Agreement, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences; and,

IT IS THEREFORE ORDERED, ADJUDGED and DECREED:

1. That the Plaintiff, JAMES EDWARD UNDERWOOD, is hereby awarded an absolute divorce from the Defendant, SANDRA ELAINE UNDERWOOD, on the grounds of Irreconcilable Differences, T.C.A. Section 36-4-103, and is hereby restored to all rights and privileges of an unmarried person. Pursuant to T.C.A. Section 36-4-103(b), the Court affirmatively finds that there were no children born of this marriage. The Court hereby approves the Marital Dissolution Agreement, which is in words and figures as follows:

57400
IDENTIFICATION REFERENCE

95 MAY -3 PM 12:10
REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

IN THE _____CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JAMES EDWARD UNDERWOOD,
Plaintiff,
vs.
SANDRA ELAINE UNDERWOOD,
Defendant.

No. 95D-156

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

MARITAL DISSOLUTION AGREEMENT

WHEREAS, JAMES EDWARD UNDERWOOD, hereinafter referred to as the "Husband", and SANDRA ELAINE UNDERWOOD, hereinafter referred to as the "Wife", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and

WHEREAS, it is understood by and between the parties that the Husband will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to T.C.A. Section 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Wife, by signing this Agreement, makes a general appearance before the Circuit Court for Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Wife in this cause, for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and,

WHEREAS, there are no children born of this marriage.

WHEREAS, the parties own one (1) parcel of real property

WHEREAS, the parties own some items of personal property

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

1. NO INTERFERENCE.

It is agreed by and between the parties, that 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. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

2. DIVORCE. BOOK 9662PG929

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

3. PERSONAL PROPERTY.

It is agreed by and between the parties that the Husband shall have as his sole property the 1987 Toyota pickup truck which he drives as his vehicle, which has no indebtedness thereon.

It is agreed by and between the parties that the Wife shall have as her sole property the 1991 Toyota Celica which she drives as her vehicle, which has no indebtedness thereon.

It is further agreed that the Husband shall have as his sole property all of his personal belongings including specifically his clothes, jewelry, etc. The Wife shall have as her sole property all of her personal belongings including specifically her clothes, jewelry, etc.

It is further agreed that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names and any retirement accounts they may have through their employer or otherwise.

4. REAL PROPERTY.

The parties acknowledge that they own one (1) parcel of real estate known as:

8182 Bonnafair Drive, Hermitage, Davidson County, Tennessee

The parties agree that Wife shall be responsible for the first (1st) mortgage owed to: Citizens Mortgage, P.O. Box 9147, Columbus, Georgia 31906-9147 and the second (2nd) mortgage owed to NationsBank. The parties agree that the Wife will retain exclusive possession of said residence until death or remarriage or ~~otherwise~~, the parties mutually agree to sell said property prior to the aforementioned contingencies occurring. When the property

is sold, after the deduction for commissions and closing costs, the parties agree after payment of the first (1st) and second (2nd) mortgage, if any, the parties will equally divide the equity in said property. The Wife is further required to maintain the taxes on said property, maintenance and not to commit waste.

Said property more particularly described as follows:

> Land in the 4th Civil District of Davidson County, Tennessee, being Lot No. 72 on the Plat of Hermitage Hills, Section 12, of record in Book 4675, page 125, Register's Office for said County.
>
> Said Lot No. 72 fronts 80.0 feet on the easterly margin of Bonnafair Drive and extends back between lines 120.85 feet on the northerly line and 125.80 feet on the southerly line, to a line on the rear on which it measures 90.27 feet.
>
> Being part of the same property conveyed to James Edward Underwood, by deed from McNeill Mortgage and Inv. Co., Inc., a Tennessee Corporation with principal place of business as: P.O. Box 11227, Memphis, Tennessee, of record in Book 5427, page 705, Register's Office for said County.
>
> This conveyance is subject to any and all existing restrictions and easements of record.

5. MARITAL DEBTS.

The parties agree that there are no joint debts.

It is agreed by and between the parties that the Husband shall be solely responsible for any debts that he has acquired in his name and he shall indemnify and hold the Wife harmless thereon.

It is likewise agreed by and between the parties that the Wife shall be solely responsible for any debts that she has acquired in her name and she shall indemnify and hold the Husband harmless thereon.

6. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

7. TAX RETURN AND TAX DEDUCTION.

It is agreed by and between the parties that they will file separate tax returns for the year 1994 and each party will retain any refunds that they receive from the Internal Revenue Service and

in the alternative, each will be responsible for any liability, if any, for their 1994 tax return. BOOK 9662 PG 931

It is further acknowledged and agreed that they will seek independent tax advice and that they have not been given tax advice by their respective counsel.

8. ATTORNEY FEES.

It is agreed by and between the parties that the attorney fees shall be taxed to the Husband for representation in this matter, as long as this matter remains on irreconcilable differences.

9. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband for which execution may issue, if necessary.

10. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

11. ESTATE WAIVER.

It is agreed by and 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 relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others 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/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

12. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

13. RETIREMENT ACCOUNTS.

The parties acknowledge that they have each acquired an interest in a retirement/pension/profit sharing plan as a result of their employment. It is agreed by and between the parties that each party shall relinquish any claim or interest that they might have in the retirement/pension/profit sharing plan of the other. It is agreed by and between the parties that the interest of one party in the retirement/pension/profit sharing plan of the other party shall be divested from him or her and reinvested in the other, so that each party shall own their retirement/pension/profit sharing plans as their sole property, free and clear of any interest or claim of the other.

14. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

15. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

16. NO UNDUE INFLUENCE.

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 in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

It is further understood and agreed by the Wife that Larry H. Hagar, Attorney at Law, represents JAMES EDWARD UNDERWOOD and that she has not been given any legal advice or consultation concerning the ramifications of this Agreement.

17. SEVERABILITY.

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

18. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after acquired property as his or her sole property, free and clear of any interest or claim of the other.

WITNESS OUR HANDS, this 14 day of January, 1995 as to the Wife, and this 11 day of January, 1995 as to the Husband.

Sandra Elaine Underwood
SANDRA ELAINE UNDERWOOD

James Edward Underwood
JAMES EDWARD UNDERWOOD

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared SANDRA ELAINE UNDERWOOD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged she executed the foregoing instrument for the purposes therein contained, by signing her name thereto.

Witness my hand and seal this 1st day of January, 1995.

NOTARY PUBLIC

My Commission Expires: March 25, 1995

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared JAMES EDWARD UNDERWOOD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged he executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

Witness my hand and seal this 1st day of January, 1995.

NOTARY PUBLIC

My Commission Expires:
March 25, 1995

2. The current addresses of the parties are as follows:

James Edward Underwood
679 Windsor Green Blvd.
Goodlettsville, TN 37072

Sandra Elaine Underwood
8182 Bonnafair Drive
Hermitage, TN 37076

3. That the costs of this cause, shall be taxed to the Husband for which execution may issue if necessary.

ENTER this 21st day of April, 1995.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

LARRY HOUSTON HAGAR #11275
Attorney ~~for Plaintiff~~
214 Third Avenue, North
Nashville, TN 37201
(615) 244-2070

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been forwarded by U.S. Mail, postage pre-paid, to:

Sandra Elaine Underwood
8182 Bonnafair Drive
Hermitage, TN 37076

on this the 21st day of ~~March~~ April, 1995.

Larry Houston Hagar

STATE OF TENNESSEE

BOOK 9662 PG 936

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 21 day of APRIL , 19 95 , in the Case Number 95D156 between UNDERWOOD, JAMES EDWARD Plaintiff, and UNDERWOOD, SANDRA ELAINE Defendant, as same remains of record in Book 242C , Page 2190 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 25 day of APRIL in the year one thousand nine hundred and ninety-five and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk

SEAL

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