BOOK 9702 PG 720

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

LORI JANE BRINKER,
841 Cheyenne Blvd.
Madison, Tennessee 37115
Wife,

v.

DANA CARL BRINKER,
863 Argle Avenue
Madison, Tennessee 37115
Husband.

CASE NO. 91D-1156

FINAL DECREE

This cause came on to be heard on the 25th day of June, 1991, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for absolute divorce filed by the Wife, and from the entire record in this cause; from all of which the Court finds that the allegation of the Wife's complaint has been fully sustained by the proof, that is, that certain irreconcilable differences have arisen between the parties causing them to separate and live apart and, therefore, that the Wife is entitled to an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the parties be, and the same hereby are, forever dissolved and the Wife, LORI JANE BRINKER, is awarded an absolute divorce from the Husband, DANA CARL BRINKER, and the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court hereby affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, including child support which shall not be reduced or prorated without prior approval of this Court; said Marital Dissolution Agreement is hereby confirmed, approved and ratified by the Court, and incorporated fully herein as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

LORI JANE BRINKER,
Wife,

v.

DANA CARL BRINKER,
Husband.

CASE NO. 91D-1156

MARITAL DISSOLUTION AGREEMENT

LAW OFFICES
McKINNEY & DAVIS
303 GALLATIN ROAD NO
MADISON, TENNESSEE
37115
(615) 865-5442

This agreement is made between LORI JANE BRINKER (hereinafter called the "Wife") and DANA CARL BRINKER (hereinafter called the "Husband") and in conjunction with the above-styled complaint for absolute divorce in the Circuit Court for Davidson County, Tennessee.

WITNESSETH

WHEREAS, the parties being Husband and Wife have no children born of this marriage; and

WHEREAS, certain differences and difficulties have arisen in the marriage and the Wife has filed a petition for absolute divorce in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amiable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, covenants and undertakings hereinafter more fully set forth, the parties agree as follows:

1. MAIDEN NAME. Wife shall be restored to her maiden name of Lewis.

2. PERSONAL PROPERTY. The parties agree that the Wife shall have all of her personal effects along with the bed that she brought into the marriage, a dresser, a cedar chest, a living room corner cabinet, one-half (1/2) of all pots and pans, all of the family china (which the Wife was given) and any other personal property currently in her possession. It is agreed that the parties have heretofore divided all other items of household furnishings, furniture and personal effects and hereby ratify said division, acknowledging that all property in the possession of the Husband other than that property listed in this agreement shall be his sole and separate property and all property in the possession of the Wife other than that property listed in this agreement shall be her sole and separate property.

3. DEBTS. The Parties acknowledge that they have certain debts of the marriage and in particular they have a VISA account, which is currently in the name of the Wife, and an AMERICAN EXPRESS account, which is currently in the name of the Husband. The Parties do hereby agree to be equally responsible for these two outstanding bills for the amount owing at the date of the execution of this agreement. Each party shall be solely responsible for the payment of any debts which he/she creates from the date of March 5, 1991, and thereafter. Each party shall indemnify and hold the other harmless from any liability resulting from the failure to pay said debts when due.

4. REAL PROPERTY. The Parties own a house and lot titled in the parties' names as tenants by the entirety. It is agreed that after the execution of this agreement the property shall be titled as tenants in common with each owning a one-half (1/2) interest and that the Husband shall be allowed to reside in the house and lot of the Parties. The property is located at 863 Argle Avenue, Madison, Tennessee, 37115, and is more specifically described in Book 6497, page 343, of the Office of the Register of Deeds, Davidson County, Tennessee, to wit:

LAND in Davidson County, Tennessee, being Lot No. 15 and the southerly 40 feet of Lot No. 14, Block "D" on the revised Plan of Power and Roth's Madison Subdivision as of record in Book 843, page 7, Register's Office for said County.

SAID Lot No. 15 and part of said Lot No. 14 adjoin and front together 83.6 feet on the east side of Argle Avenue, and run back between lines 220 feet on the north line of

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part of Lot No. 14 and 235 feet on the south line of Lot No. 15 along the north margin of Emmitt Avenue to a dead line in the rear on which they measure 161.4 feet more or less.

BEING the same property conveyed to Dana C. Brinker and Lori J. Lewis by deed from Lovell C. Sloan et ux, Francis Annette Sloan of record in Book 6497, page 343, Register's Office for Davidson County, Tennessee.

It is agreed that the real property is vested in the Parties as Tenants in Common and further that the Husband shall make all mortgage payments during the time prior to the sale of the property and shall pay all taxes, insurance, maintenance costs, shall properly maintain and keep the house up at his own expense and that the house should be sold within five (5) years from the date of the execution of this agreement. In the event the house is not sold within five (5) years of the date of this agreement, then the house shall be appraised by a real estate appraiser and the Wife shall be paid one-half (1/2) of the then equity as determined by the real estate appraiser. In the event the Husband is unable to pay such equity to the Wife at that time, she may elect to purchase his equity at the same price. If she elects not to do so, the house will then be sold at public auction within thirty (30) days. The proceeds after cost will be divided equally between the Parties.

5. VEHICLES. The 1981 Honda vehicle shall be vested solely in the Wife and the Wife assumes full responsibility for the payment of the indebtedness due on said automobile and shall hold the Husband harmless on the same.

The 1989 Toyota Pick Up Truck shall be vested solely in the Husband and the Husband assumes full responsibility for the payment of any indebtedness due on said automobile and shall hold the Wife harmless on the same.

The Parties currently own a 1947 Chevrolet Pick Up Truck and it is agreed by the Parties that within one (1) year of the date of the execution of this agreement, that said vehicle shall be sold and the proceeds of such sale shall be divided equally.

6. ATTORNEY'S FEES. Each party shall be responsible for his/her own attorney's fees.

7. COURT COSTS. Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by the Wife.

8. Each party shall willingly execute and deliver to the other any and all instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

9. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

10. This agreement is intended to settle fully and finally the property rights between the parties and the parties hereby release each other from any and all other rights or claims, legal and equitable, arising out of the marital relationship.

11. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations nor warranties other than those expressly herein set forth.

12. This Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being

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entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement on the date set forth beside their respective names.

DATED: 3/22/91 /s/ Lori Jane Brinker
LORI JANE BRINKER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Lori Jane Brinker, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

/s/ Ann P. Bridges
NOTARY PUBLIC

My Commission Expires: 11-27-93

DATED: 3/19/91 /s/ Dana Carl Brinker
DANA CARL BRINKER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Dana Carl Brinker, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

/s/ Nancy W. Hunter
NOTARY PUBLIC

My Commission Expires: 3-3-92
/N BDD\BRINKER\MDA.M91

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife shall be restored to her maiden name of LEWIS and that the costs of this cause shall be taxed to the Wife.

ENTERED THIS 25 DAY OF June, 1991.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

McKINNEY & DAVIS

By: Bobby D Davis
Bobby D. Davis TSCR #9412
Attorney for the Wife

CERTIFICATE OF SERVICE

I hereby certify that I have mailed, postage prepaid, a true and exact copy of the foregoing Final Decree to the Husband, Dana Carl Brinker, 863 Argle Avenue, Madison, Tennessee, 37115, on this 25th day of June, 1991.

Bobby D Davis

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(615) 865 5442

/N BDD\BRINKER\FDECREE.691

BOOK 9702 PG 724

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 _PROBATE Circuit Court for Davidson County, Tennessee, on the _25 day of _JUNE . 19 _91 , in the Case Number _91D1156 between _BRINKER, LORI JANE Plaintiff, and _BRINKER, DANA CARL Defendant, as same remains of record in Book 062A , Page _00598 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 _15 day of _JUNE in the year one thousand nine hundred and _ninety-five and in the _219th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

0070326
IDENTIF. ↑ REFERENCE

95 JUN 15 PM 1:45
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

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