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RICHARD R. ROOKER, CLERK

D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JERRY L. HALL,

Plaintiff,

v. No. 94D-2959

DIANE LYNN HALL,

Defendant.

BOOK 9766PG282

## FINAL DECREE

This cause came to be heard on July 6, 1995 before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce filed herein, testimony of the Plaintiff in open Court, the Martial Dissolution Agreement submitted to the Court for approval and statement of counsel, from all of which the Court finds as follows:

That there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible.

The Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.

It is therefore **ORDERED, ADJUDGED** and **DECREED** that the Plaintiff herein is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored to all rights and privileges of unmarried persons.

It is further **ORDERED** that the Marital Dissolution Agreement submitted to the Court for approval and made the Order of this Court and as in words and figures as follows:

0090734 IDENTIF. ↑ REFERENCE

95 AUG 18 AM 9:02 FELIX Z. MALOUF II REGISTER DAVIDSON COUNTY, TN.

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BOOK 9766PG283

FILED
95 JUL 17 PM 1:10
RICHARD R. ROOKER, CLERK
D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JERRY L. HALL
Plaintiff,

vs.

DIANE LYNN HALL
Defendant.

No. 94[illegible]-2959

MARITAL DISSOLUTION AGREEMENT

**THIS AGREEMENT** is made and entered into by and between Jerry L. Hall, hereinafter called "Husband", and Diane Lynn Hall, hereinafter called "Wife".

W I T N E S S E T H

**WHEREAS**, the parties are married and have no minor children;

**WHEREAS**, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties; and

**WHEREAS**, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

**WHEREAS**, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

**WHEREAS, ONLY Husband** is represented by Robyn Lynne Ryan, Attorney, and the opposing party has obtained independent advice or waived same and is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

**THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

**CREDIT.** Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be

responsible for the payment of those unrevealed charges.

**WAIVER.** The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

**ENTIRE AGREEMENT.** This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

**NON-DISCHARGEABILITY.** With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

**NECESSARY DOCUMENTS.** Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

**NON-COMPLIANCE.** Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

**SEVERANCE.** 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.

**INCORPORATION, PERMANENT and PENDENTE LITE.** In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

**VOLUNTARY EXECUTION.** Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

**MODIFICATION.** A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the

provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

**RESTRAINING PROVISIONS.** Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

**PRIOR TAX LIABILITIES.** If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

**DIVORCE PROCEEDINGS FILED.** A complaint for divorce has been filed in the Second Circuit Court for Davidson County, Tennessee, under docket # 94D-2959. The parties agree to split Court costs arising out of the divorce proceeding if uncontested.

The Defendant, by signing this agreement, waives further service of process or notice. The Defendant acknowledges receipt of a copy of the complaint in this cause and stipulates to the truth and accuracy of the allegations therein. Further, the Defendant will make no other answer or counter-claim and consents to an entry of a Default Judgment and a Final Decree of Divorce and specifically authorizes entry of said pleadings by Plaintiff's counsel.

**PERSONALTY.** The parties will keep their personal belongings, effects and clothing and the remainder of the property shall be divided between the parties as described below. The items listed shall constitute the personal property of the individual named on said list and shall be free and clear of any claims of the other party whatsoever.

HUSBAND

hard rock maple couch, chair and chair stored at Husband's mothers

hard rock maple end table
maple china hutch
TV and VCR from living room
personal tools
one set of ladders
18 ft boat
tool chest and metal cabinet
personal clothes and items in attic at home and day-care
picture in day-care offices
gun collection
framed art prints
three motorcycles
26 foot travel trailer
automobile engine
items located in shed and storage at trailer location
prints in travel trailer
washer and dryer in travel trailer
tools at trailer location
his clothes and personal items
motor cycle trailer
garden tiller
tools at marital home

Husband agrees to assume all liability associated with these items of property and hold Wife harmless thereon. Further Husband agrees to remove all items of personel property awarded to him ~~within ten (10) days of entry of Final Decree.~~ by July 23, 1995 at 10:00 a.m.. PES DLH

WIFE

Wife shall receive the remaining personal property as well as the specific items listed below that are or were located in the mobile home:

dining room table and chairs
coach
grill
coffee table
freezer
TV and VCR
picnic table

Wife agrees to assume all liability associated with these items of property and hold Husband harmless thereon.

Husband shall further receive all right, title, or interest in the 1972 Ford Truck, the 1986 Suburu, and the 12 x 65 silver mobile home, and the boat inherited from Husband's father, and Wife relinquishes all right, title, or interest she may have in these vehicles. Husband agrees to assume all liability associated in these vehicles and hold Wife harmless thereon.

Wife shall further receive all right, title, or interest in the 1992 GMC Van, and Husband relinquishes all right, title, or interest he may have in this vehicle. Wife agrees to assume all liability associated in this vehicle and hold Husband harmless thereon.

Each party agrees to execute any document necessary to effectuate change of title.

In addition both parties agree to accept and hold the other party harmless of all debt or liability associated with the items of property awarded to the respective parties.

In consideration of Husband receiving all interest in the other boat, motorcycles, and mobile home, Husband shall pay the sum of $2,250.00 which represent one half of the value of these items. This amount shall be paid directly to the Wife within thirty (30) days of the date this agreement is signed.

REAL ESTATE. Wife agrees to convey and by signing this document does convey to Husband any and all interests in the property at 3604 Golf Street, Nashville, Tennessee, more particularly described as follows:

> Being lot number 16 on the Plan of Inglewood Golf Subdivision, Block A, as of record in Book 843, page 65, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Wade Lain Hall reserving a life estate in Jerry L. Hall and wife, Diane L. Hall by deed from Jerry L. Hall and wife, Diane L. Hall of record in Book 7462, page 920, Register's Office for Davidson County, Tennessee.

Wife agrees to convey and by signing this document does convey to Husband any and all interests in the property at 1420 MacGavock Pike, Nashville, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being in the 15th, formerly 11th Civil District, described according to a copy of a survey thereof made by Z.J. Wilkinson, Surveyor, November 26, 1951, and partly by a survey made by John B. Kohl, III, dated July 24, 1972, as follows:
>
> Beginning at an iron pipe on the southerly margin of McGavock Pike or Williams Ferry Road, as now located, said point being 25 feet south of the center line of said road, in the easterly line of Lot 17 on the Plan of Waters Place, as of record in Book 332, pages 136 and 137, Register's Office for said County; thence with the easterly line of Lot No. 17 and of Lot 28, of said Waters Place, south 32 degrees east 200 feet to an iron pin; thence north 58 degrees east 100 feet to an iron pin in the westerly margin of Geneiva Drive; thence with said margin north 32 degrees west 200 feet to an iron pin in the southerly margin of McGavock Pike or Williams Ferry Road; thence with said margin, south 58 degrees west 100 feet to the beginning.
>
> Being the same property conveyed to Lyndal Roberts and wife, Margaret Roberts, by deed from Tory J. Bogle and wife, Linda G. Bogle, record in Book 6658, Page 290, Register's Office for Davidson County, Tennessee.

Wife agrees to convey and by signing this document does convey

to **Husband** any and all interests in the property at 923-925 Riverside Drive, Nashville, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Riverside Subdivision of record in Book 4660, page 183, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 2 fronts 155.69 feet on the easterly side of Riverside Drive and extends back 102.15 feet on the northerly line and 97.50 feet on the southerly line to a dead line measuring 150.0 feet thereon.
>
> Being the same property conveyed to David M. Cooper and Shirley D. Cooper, wife, Tenants in common with Robert C. Brannon and wife, Carolyn S. Brannon, by deed from Bettye L. Renegar, unmarried, of record in Book 5367, page 903, Register's Office for Davidson County, Tennessee.

**Wife** further agrees to execute and deliver to **Husband** any and all deeds and instruments necessary to convey title of said real estate to **Husband**. **Husband** agrees to assume any and liability for the debts on the property and will hold Wife harmless thereon..

**Husband** agrees to convey and by signing this document does convey to **Wife** any and all interests in the property at 1436 MacGavock Pike, Nashville, Tennessee, more particularly described as follows:

> Being the north part of Lot No. 3 on the Map of the J.O. Hooper Property, as of record in Book 843, page 106, Register's Office for said County, and described as follows:
>
> Beginning at a point in the centerline of Williams Ferry Road, at the corner of Lots Nos. 3 and 4; thence with the line between said lots, South 34 1/2 degrees East 329 feet, more or less, to the northerly boundary line of Genevia Heights, Section II, as of record in Book 2854, page 106; thence with the northerly boundary line of said Subdivision, South 58 degrees 27' West 121 feet, more or less, to a point in the dividing line between Lots 2 and 3 of said Hooper Subdivision; thence with the line between said lots, North 34 1/2 degrees West 340 feet, more or less, to a point in the centerline of Williams Ferry Road; thence with the center of same, North 55 1/2 degrees East 121 feet to the point of beginning.

**Husband** agrees to convey and by signing this document does convey to **Wife** any and all interests in the property at 3606 Golf Street, Nashville, Tennessee, more particularly described as follows:

> Being lot number 17 on the Plan of Inglewood Golf Subdivision, Block A, as of record in Book 843, page 65, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Wade Lain Hall reserving a life estate in Jerry L. Hall and wife, Diane L. Hall by deed from Jerry L. Hall and wife, Diane L. Hall of record in Book 7462, page 920, Register's Office for Davidson County, Tennessee.

Husband further agrees to execute and deliver to Wife any and all deeds and instruments necessary to convey title of said real estate to Wife. Wife agrees to assume any and all liability for the debts on the property and will hold Husband harmless thereon.

In addition, the Husband, by affixing his signature to this agreement, waives any and all interest, right or title to the Wife's business known as McGavock Kiddie Kollege.

**DEBTS.** Husband agrees to assume, pay and hold Wife harmless for the following debts as an element of the division of the parties' debt:

Blazer loan on 3604 Golf Street
City finance
Sears
Knutson loan on 1420 MacGavock
Nationsbank loan on 3604 Golf Street
GNMA Bankplus loan on 923 Riverside
Spain loan on 1420 MacGavock
Metro Government Trust
Avco loan on 3604 Golf Street
Nationsbank

Husband is currently paying these debts in a Chapter 13 bankruptcy, and agrees to continue to pay these debts as directed by the Bankruptcy Court. This debt deemed a support debt and will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523 (a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

Wife agrees to assume, pay and hold Husband harmless for the following debts as an element of the division of the parties' debt:

Fleet loan on 3606 Golf Street
United Companies Mortgage on 1436 MacGavock

This debt is deemed a support debt and will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

**ALIMONY WAIVED.** Wife and Husband claim no alimony either pendente lite or permanent and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

**ATTORNEY FEES.** It is agreed between parties that only **Husband** is represented by Robyn Lynne Ryan and will pay Robyn Lynne Ryan's attorney fee in connection with this divorce proceeding and this agreement. It is also agreed between the parties that the opposing party shall pay their own attorney's fee in connection with this litigation.

**PENSIONS.** The parties agree that Wife will receive 50% of Husband's railroad retirement and 50% of Husband's Army National Guard Pension, accrued as of January 1995. Parties agree to sign any Qualified Domestic Relations Order necessary to effectuate this paragraph, and further agree that such QUDRO shall be a part of this Marital Dissolution Agreement subject to all provisions herein.

Larry L. Hall
PLAINTIFF

Elaine Lynn Hall
DEFENDANT

STATE OF TENNESSEE )
)
COUNTY OF Davidson )

On this 5th day of July, 1995, personally appeared JERRY L. HALL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Carol Brandon
NOTARY PUBLIC

My Commission Expires:
1-25-97

STATE OF TENNESSEE )
)
COUNTY OF Davidson )

On this 6th day of July, 1995, personally appeared DIANE LYNN HALL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

Betty W. Murray
NOTARY PUBLIC

My Commission Expires:
3-23-96

It is further ORDERED that the Wife now resides at 3606 Golf Street, Nashville, Tennessee 37216.

It is further ORDERED that the Husband now resides at 3606 Golf Street, Nashville, Tennessee 37216.

It is further ORDERED that costs of this proceeding will be taxed equally between the parties for which execution may issue, if necessary.

ENTERED THIS THE 17th DAY OF July, 1995.

MARIETTA SHIPLEY, JUDGE

Approved for Entry:

PHILIP E. SMITH #13421
Attorney for the WIFE
213 Third Avenue, North
Nashville, Tennessee 37201
(615) 242-5453

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been mailed postage prepaid to Robyn Ryan, 5th Floor, St. Cloud Corner, 500 Church Street, Nashville, Tennessee 37219, on this the 6th day of July, 1995.

PHILIP E. SMITH

STATE OF TENNESSEE

BOOK 9766PG294

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 SECOND Circuit Court for Davidson County, Tennessee, on the 17 day of JULY , 19 95 , in the Case Number 94D2959 between HALL, JERRY L. Plaintiff, and HALL, DIANE LYNN Defendant, as same remains of record in Book 1598 , Page 1475 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 17 day of AUGUST in the year one thousand nine hundred and ninety-five and in the 220th year of American Independence.

**RICHARD R. ROOKER**, Clerk,

By _____
Deputy Clerk

SEAL