IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY
AT NASHVILLE

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JAMES LESTER HUBBARD, Plaintiff,	)	
v.	)	No. 95D-2827
SANDRA ELIZABETH HUBBARD, Defendant.	)	

BOOK 9318 PG 811

FINAL DECREE

This cause came on to be heard on the 21st day of November, 1995, before the Honorable Muriel Robinson, Judge, upon the original Complaint for Absolute Divorce heretofore filed by James Lester Hubbard, the Amendment to the Complaint showing the parties resided at 4400 Elkins Avenue, Nashville, Tennessee at the time the parties separated on September 15, 1995, the subsequent agreement of the parties to allow Mr. Hubbard to proceed upon a non-contested basis, submission to the court of a written Marital Dissolution Agreement heretofore signed by the parties, testimony of Mr. Hubbard, statement of counsel in open Court, and from the entire record in this cause. From all of which the court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. § 36-4-101(11) and further finds that the Plaintiff, James Lester Hubbard should be granted a divorce. It is, therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Plaintiff, James Lester Hubbard, is granted an Absolute Divorce and both parties are restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court, and the Court affirmatively finds, that the Marital Dissolution Agreement heretofore signed by the parties and submitted to the Court does make equitable and sufficient provision for the division of the marital properties, and the Court approves the Agreement and incorporates the same herein verbatim as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY
AT NASHVILLE

95 SEP 18 AM 9:53

RICHARD R. ... CLERK

JAMES LESTER HUBBARD,
Plaintiff,
v.
SANDRA ELIZABETH HUBBARD,
Defendant.

No. 95D-2827 D.C.

BOOK 9318 PG 812

MARITAL DISSOLUTION AGREEMENT

WHEREAS: The parties hereto are presently man and wife but have reached the point of irreconcilable differences in their marriage, have resolved to separate, and thereafter to divorce and have reached the following Separation and Marital Dissolution Agreement which fully, fairly and equitably adjusts and divides their real and personal properties and settles all of their rights and resolves all marital issues;

NOW, THEREFORE, the plaintiff, JAMES LESTER HUBBARD, hereinafter referred to as "HUSBAND" and the defendant, SANDRA ELIZABETH HUBBARD, hereinafter referred to as "WIFE" do agree as follows:

1. The parties have reached the point of irreconcilable differences in their marriage and the same is irretrievably broken.

2. Neither party is presently in the Armed Services of the United States of America.

3. Husband shall proceed to obtain a divorce on the grounds of "irreconcilable differences" in the Circuit Courts of Davidson County, Tennessee, under the style, JAMES LESTER HUBBARD VS. SANDRA ELIZABETH HUBBARD, Docket No. 95D-2827, as soon as reasonably possible.

4. This Agreement shall, with the approval of the Court, be included in the Final Decree of Divorce; however should the court require any change/s to said Agreement, before approving the same, any such change shall require the signature of both parties, before either party may go forward on the grounds of forward on the grounds of "irreconcilable differences".

5. The parties currently own real property located at 4400 Elkins Avenue, Nashville, TN _____ which they have listed for sale with a licensed realtor. Upon sale of the real property the proceeds remaining after the realtor commissions, prorated taxes, and any other costs associated with the sale have been paid, the following debts of the parties shall be paid from the sales proceeds:

Rhodes Furniture	$ 3,700.00
Chevy Chase Visa	$ 3,200.00
Citibank Visa	$ 2,000.00
AFS (student loan)	$ 2,000.00
Lowe's	$ 1,200.00
JC Penny	$ 1,100.00
Petri Stores	$ 200.00
Bank One	$ 750.00
Sears	$ 1,200.00
Dillards	$ 400.00
Castner Knott	$ 600.00
Spiegel	$ 800.00
TOTAL	$17,000.00

BOOK 9318 PG 813

Any balance remaining from the sale proceeds after the above debts have been paid, shall be equally divided.

It is agreed that from and after both parties have executed this Agreement, each party may receive real and/or personal property by gift and otherwise, and may carry on and engage in, from time to time, any employment, profession, business, business activity or other activity as he or she may choose; and may retain, any and all financial gain and/or properties, thus acquired, for his or her sole and separate estate and for his or her sole use and benefit, and without the other having any claim to any part or all of the same by virtue of any continued marriage relationship between the parties hereto, unless the same may be specifically provided for herein.

6. The parties mutually agree that the household goods and furnishings and other personal property of the parties have already been divided to their mutual satisfaction. Attached hereto and made part hereof, marked Exhibit "A" is a listing of the personal property each party shall receive.

Property of James	Property of Sandra
Sunroom:	
Television (JVC)	Computer system w/printer
Couch	Desk
Rocking Chair	Chair

Magazine rack/table	VCR (Daewoo)
End tables	Glass coffee table

Kitchen:	
Table & chairs	Bakers rack
Bar stools	Stereo
	Chest of drawers
	Stained Glass lamp

**we will leave stove, refrigerator & microwave with sale of house

Bath	
Round table	
Dining Room:	
Entertainment center	Piano
Tea cart	Table & chairs
	Hope Chest
Living Room:	
Painting	Couch & Loveseat
	Tables & lamps
	Chair & ottoman
	Wingback chair
	Antique clock
	Stained Glass
Foyer:	
Antique chairs	Table
	Mirror
Sitting Room:	
Table	
Victorian Chair	
Victrola & table	
Carved screen	
Hall table	
1st Guest Room:	
Queen size bed	Full size bed
2 dressers	
bedside table	
2nd Guest Room:	
Twin bed	
blanket box	
Filing cabinet	
Master Bedroom:	
VCR (Mitsubishi)	King size bed
Hope chest	Antique Highboy
	TV (Magnavox)
	TV stand
Washer & Dryer	End table

7. The parties further agree that all joint checking and savings accounts have been closed and those monies divided.

8. The parties further agree that they have disclosed all assets and any individual bank accounts currently in their respective names shall remain that party's property, free and clear of any claim of the other party.;

9. From and after both parties have executed this Agreement, Husband shall retain, as and for his sole and separate property, free and clear of any claims of Wife, the 1994 Dodge Dakota that is in his name; and that Husband shall be responsible for paying when and as due, the obligation to Boatman's and shall hold Wife harmless on the same; and, likewise, Wife shall retain, as and for her sole and separate property, free and clear of any claims of Husband, the vehicle to be purchased that will be titled in her name and Wife shall be responsible for paying, when and as due, the obligation on the same, and shall hold Husband harmless on the same;

10. Neither party shall interfere with the use, ownership, employment, or disposition of any property now owned or hereafter acquired by the other.

11. Each party shall be enjoined from molesting, harassing, annoying, injuring, threatening, and/or interfering with the other party in any manner.

12. Each party agrees that he/she shall, upon request made by the other, promptly sign such deeds, titles, and/or other documents or instruments as may be reasonably necessary to carry out the full purpose and intent of this Agreement.

13. Each party by his/her signature hereto, waives any and all further right to claim or receive alimony or support from the other.

14. Once both parties have signed this Agreement, and effective immediately, each party hereby releases the other's estate, property, heirs, executors, administrators, assigns, and any other successor to the other's interests, from any and all obligation, right, or claim of whatever kind, whether known or unknown, and whether past, present, or future, which that party might otherwise have asserted or might otherwise assert hereafter, against the other party, etc., including, without limitation, any obligation to pay or right to receive (except as may be otherwise and specifically provided for in this document) alimony, support, maintenance, any right to homestead, dower, or courtesy; any right

to elect against the other's Will; any right to take under, or serve as a fiduciary under, the other's Will, unless the same shall have been executed by the testator after the date of this Agreement; any right to inherit from the other under the laws of Intestate Succession or by Dissent and distribution or by any other similar law; and any and all claims, (including tort claims) of whatsoever kind, nature, and/or character (whether known or unknown), which arose out of, during or by virtue of the marriage or marital relationship between the parties; and, likewise, both parties agree that (effective immediately) each shall be forever barred from having or asserting any such claim, right, etc., against the other, at any time hereafter for any purpose whatsoever. However, nothing in this paragraph nor in this Agreement shall be construed to prevent either pa · from enforcing the terms or provisions of this Agreement, n from asserting rights, claims, and/or obligations specifically given by or provided for, in this Agreement; and, neither party shall, on the basis of this Agreement alone, be denied the right to receive any proceeds of any life insurance policy or accidental death policy, that might otherwise be payable to that party upon the death of the other.

15. No modification or waiver of any of the terms hereof shall be valid unless and until: (1) reduced to writing, (2) signed by both parties, (3) submitted to the Court, (4) approved by the Court; and, (5) entered upon the minutes of the court. The waiver, express or implied, of the default or breach of any provision hereof or hereunder, shall not be deemed a waiver of any subsequent breach or breaches of the same or similar nature.

16. In the event a party is not compliant with the terms of this Agreement and the other incurs costs and attorney fees to enforce this Agreement, the non-compliant party will pay all costs and attorney fees incurred by the other.

17. The Wife shall be restored to her maiden name of Sandra Elizabeth Dickerson.

18. This Agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth herein.

19. Each party hereto represents that he or she has read this Agreement in its entirety prior to signing the same and has signed it voluntarily.

THIS AGREEMENT is executed in triplicate and a copy of the same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of Divorce between the parties.

JAMES LESTER HUBBARD

SANDRA ELIZABETH HUBBARD

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ WILLIAMSON)

On this 14th day of September, 1995 before me, the undersigned notary public, personally appeared JAMES LESTER HUBBARD, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

Oct. 15, 1995

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

On this 13th day of September, 1995, before me, the undersigned notary public, personally appeared SANDRA ELIZABETH HUBBARD, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

It is further ORDERED AND ADJUDGED that the addresses of the parties are as follows:

James Lester Hubbard
5633 Meadowcrest Lane
Nashville, Tennessee 37209

Sandra Elizabeth Hubbard
916 Players Court
Nashville, Tennessee 37211

It is further ORDERED AND ADJUDGED that Wife shall be restored to her maiden name of Sandra Elizabeth Dickerson.

It is further ORDERED AND ADJUDGED that any costs over and above those already paid by the parties shall be taxed to the Plaintiff herein, for all of which execution may issue if necessary.

It is further ORDERED AND ADJUDGED that upon oral motion, the Complaint was amended to reflect the following statistical information: Date of Separation of the parties: 9-15-95; Residence of the Parties at the time of their Separation: 440 Elkins Avenue, Nashville, Tennessee.

Entered this the 3rd day of January, 1996.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Mary Browne McCuskey #14023
KIRKSEY & CRON
Attorneys for Plaintiff
109 Westpark Drive, Suite 360
Brentwood, Tennessee 37024-2427
615/373-9990

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing instrument was sent by U.S. Mail, postage prepaid, to:

Sandra Elizabeth Hubbard
916 Players Court
Nashville, Tennessee 37211

this 2nd day of January, 1996.
[sls]

Mary Browne McCuskey

hubbard\pleads\fin.dec

STATE OF TENNESSEE BOOK 9318 PG 819

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 03 day of JANUARY , 19 96 , in the Case Number 95C2827 between HUBBARD, JAMES LESTER Plaintiff, and HUBBARD, SANDRA ELIZABETH Defendant, as same remains of record in Book 251C , Page 1870 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 16 day of JANUARY in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

RICHARD R. ROOKER, Clerk

By _____ Deputy Clerk

SEAL

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FELIX A. [illegible]
DAVIDSON COUNTY, TN.

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IDENTIFICATION REFERENCE

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