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FILED
1989 FEB 21 PM 3:00
GEORGE L. ROONEY, CLERK
D.C.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID McCLENTON TUCKER Complainant/Husband, vs. SUZY B. TUCKER Defendant/Wife.	)	DOCKET NO. 88D-697

FINAL DECREE

This cause came on to be heard on the 21st day of February, 1989, before the Honorable James Everett, Judge, on the Complaint for Divorce filed by the plaintiff. Upon hearing testimony of plaintiff, statements of counsel for plaintiff, reviewing the Amended Marital Dissolution Agreement, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, David M. Tucker, is hereby awarded an absolute divorce from the defendant, Suzy B. Tucker, on the grounds of irreconcilable differences, and he is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, there are no minor children of this marriage. The Court hereby approves the Amended Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

PICK-UP

96 MAR 12 PM 1:38
FELIX A. WILSON, REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. ✦ REFERENCE

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID MCCLENTON TUCKER, Plaintiff/Husband,	)	
vs.	)	Docket No. 88D-697
SUZY B. TUCKER, Defendant/Wife.	)	BOOK 9976PG478

AMENDED MARITAL DISSOLUTION AGREEMENT

This Agreement amends and replaces the Marital Dissolution Agreement which was made and entered into on the 22nd day of December, 1987, by and between David McClenton Tucker, hereinafter referred to as Husband, and Suzy B. Tucker, hereinafter referred to as Wife:

WITNESSETH

WHEREAS, the parties are Husband and Wife and have ceased to live together as such because of irreconcilable differences between them which then and now render it impossible for them to live together as Husband and Wife; and

WHEREAS, a Complaint for Absolute Divorce has been previously filed by the Husband against the Wife in the Circuit (Probate) Court for Davidson county, Tennessee, being Docket Number 88D-697; and

WHEREAS, it is the desire of both parties to enter into a written agreement relative to their marital and property rights and to make transfers of interest in property pursuant to such agreement so as to settle fully and finally all rights, interests and claims of every kind and nature arising or that may arise out of the marital relationship existing between them.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, it is hereby agreed between the parties as follows:

1. There were no children born during the marriage of the parties.

2. The parties own a home located a 3045 Kings Lane, in Nashville, Tennessee. Wife agrees to transfer all her ownership rights in the property to Husband, by execution of a deed prior to entry of the Final Order in this cause. Husband shall be responsible for all payments and upkeep on the property prior to execution of the deed.

3. Husband agrees to surrender his rights to a joint savings account in the name of the parties at Dominion Bank in Nashville, Tennessee, and wife agrees to accept the funds on deposit in said account as consideration for her share of the equity, if any, in the realty which is the subject of Paragraph 2, above.

4. Title to the 1987 Nissan Truck owned by the parties and Title to the 1987 Volvo 240 DL owned by the parties shall be vested solely in the Husband, who shall be solely responsible for the payments and upkeep of the vehicle transferred to him pursuant to this provision.

5. All household furniture and furnishings have been previously divided between the parties; Each shall have exclusive ownership of the items in his/her possession at the execution of this Agreement, and shall be solely responsible for any outstanding balance owed for the purchase of such items.

6. Wife shall assume full responsibility for all medical bills resulting from various medical services/treatments she has received during the marriage; Husband shall assume full responsibility for legal fees presently owed by the parties to the law firm of Harwell, Barr, Martin & Stegall of Nashville, Tennessee. Each party shall assume full responsibility for all bills listed in the name of that party during their marriage, and for all accounts, purchases and credit obtained since September

1, 1987.

7. Husband shall pay all court costs resulting from this cause of action; Each party shall be responsible for payment of his/her own attorney's fees.

8. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and the estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, tangible, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and convenants contained in this Agreement.

9. The parties agree that his Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto set their signatures on the 14th day of December, 1988.

HUSBAND, DAVID M. TUCKER

WIFE, SUZY B. TUCKER

STATE OF TN.)
COUNTY OF Davidson)

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

WITNESS my hand and official seal this the 14th day of December, 1988.

Henry Gibson
NOTARY PUBLIC

My Commission Expires: My Commission Expires March 11, 1991

STATE OF TN.)
COUNTY OF Davidson)

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

WITNESS my hand and official seal this the 14th day of December, 1988.

Henry Gibson
NOTARY PUBLIC

My Commission Expires: My Commission Expires March 11, 1991

It is ORDERED, ADJUDGED and DECREED that all provisions of said Amended Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the plaintiff, for which execution may issue if necessary.

This the 21 day of February, 1989.

JAMES EVERETT, JUDGE

APPROVED FOR ENTRY:

J. RANDALL LaFEVOR
Attorney for Plaintiff
25 Lindsley Avenue, Suite 210
Nashville, Tennessee 37210
(615) 254-2040

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Final Decree was mailed to Ms. Suzy B. Tucker, 3219 Shadow Walk Lane, Tucker, Georgia 30084 on this 21 day of February, 1989.

J. RANDALL LaFEVOR

STATE OF TENNESSEE

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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 21 day of FEBRUARY , 19 89 , in the Case Number 88D697 between TUCKER, DAVID M Plaintiff, and TUCKER, SUZY B Defendant, as same remains of record in Book 046C , Page 01742 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 05 day of MARCH 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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