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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RICHARD R. ROOKER, CLERK
D.C.

TONI DEE MAXWELL,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	NO. 93D-4242
	)	
BILLY GENE MAXWELL, JR.,	)	
	)	
Defendant/Husband.	)	

BOOK 10007 PG 414

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 9 day of March, 1994, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for absolute divorce, testimony of Plaintiff, statements of counsel, and the entire record in this cause, from all of which it appears to the Court that the parties have experienced irreconcilable differences, and that a divorce should be granted to the parties.

It is therefore, ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony existing between the parties be and the same hereby are forever dissolved, and the Plaintiff is awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person. The Court further finds that the address of the Plaintiff, Toni Dee Maxwell, is 124 Scots Creek Circle, Hermitage, Tennessee 37076 and that the address of the Defendant, Billy Gene Maxwell, Jr., is 4824 Big Horn Drive, Hermitage, Tennessee 37076.

The Court 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, and therefore it is,

ORDERED, ADJUDGED AND DECREED, that the Marital Dissolution Agreement entered into between the parties and heretofore filed with this Court be and the same is hereby approved, and made a part of this Final Decree of Divorce, as hereinafter setout:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
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RICHARD R. ROOT, CLERK
D.C.

TONI DEE MAXWELL,)
)
Plaintiff/Wife,)
)
vs.) NO. 93D-4242
)
BILLY GENE MAXWELL, JR.,)
)
Defendant/Husband.)

BOOK 10007 PG 415

MARITAL DISSOLUTION AGREEMENT

MARRIAGE DISSOLUTION AGREEMENT

This agreement is made and entered into by and between Toni Dee Maxwell,hereinafter called "wife" and Billy Gene Maxwell, Jr., hereinafter called "husband".

WHEREAS, the parties are married and there are no children born of this marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provision 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, the provision as set forth in this instrument are made in contemplation that this Marriage Dissolution Agreement may be used in action for divorce filed in the Fourth Circuit Court for Davidson County,Tennessee, Docket number 93D-4242; and

WHEREAS, the Defendant, by signing this agreement, waives further notice of service of process; and

NOW THEREFORE, the parties for and in consideration of the mutual promises contained in the agreement and in consideration of the acts to be performed by the parties, 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.

REAL PROPERTY. The parties own real property located at 124 Scotts Creek Cr., Hermitage, Tennessee 37076. Wife is awarded said real property and assumes all debt thereon, including but not limited to mortgage payments, insurance and maintenance, and agrees to indemnify and hold husband harmless therefrom. Said real property is hereby vested in wife as her sole and separate property and husband is divested of any ownership interest therein.

Wife agrees to re-finance said real property within three (3) months in the event of her remarriage. Defendant/Husband will retain a lien on said real property for payment of debt owed thereon. If said real property is re-financed, the lien held by Defendant/Husband will be released.

Defendant/Husband owns real property located in Danielsville, Georgia, purchased prior to the parties marriage and deeded solely in his name. Said real property will remain vested solely in the name of Defendant/Husband, with Plaintiff/Wife having no title or interest in said property.

PERSONALTY. The parties have divided between themselves the furniture, furnishings and personal belongings that were acquired during the marriage and each party makes no claim to any property in the possession of the other party.

Husband is specifically awarded the following personal property:

1. Master Bedroom Suite
2. Cedar Armoir

Wife is specifically awarded the following personal property:

1. 1991 Chevrolet Lumina

DEBT. Wife's 1991 Chevrolet Lumina is financed solely in her name through Liberty National Bank, which debt wife agrees to indemnify and hold husband harmless therefrom.

The parties owe no other marital debt.

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 of legal fees as a result of the breach of any portion of this Marriage Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees 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 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.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information. 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.

MODIFICATIONS. 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 of any subsequent default of the same or similar nature.

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

The Defendant, by signing this agreement, waives further service of process of notice. The Defendant acknowledges receipt of a copy of the complaint in the cause and stipulates to the truth and accuracy of the allegations therein. Further, the Defendant waives making any 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.

ATTORNEY FEES AND COURT COSTS. Each party shall be responsible for his or her own attorney fees. The court costs shall be taxed to Plaintiff/Wife, for which execution may issue.

ALIMONY. No alimony shall be paid by either party.

NAME CHANGE. Wife will be restored to her maiden name of Toni Dee Mobley.

EFFECTIVE DATE. This agreement shall become effective as of the date of its execution.

Toni Dee Maxwell

TONI DEE MAXWELL
Plaintiff

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 8th day of February, 1994, personally appeared TONI DEE MAXWELL, 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.

Shirley L. Tucker

NOTARY PUBLIC

My Commission Expires: 11-25-95.

S MAR 9 1994

Billy Gene Maxwell Jr.
BILLY GENE MAXWELL, JR.
Defendant/Husband

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 27 day of Jan., 1994, personally appeared **BILLY GENE MAXWELL, JR.**, 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.

Shirley K. Duckett
NOTARY PUBLIC

My Commission Expires: 11-25-95.

E S MA 9 1994

It is further **ORDERED, ADJUDGED, AND DECREED**, that the cost of this cause shall be and are hereby taxed against the plaintiff.

It is further **ORDERED, ADJUDGED AND DECREED**, that the plaintiff shall be restored to her maiden name of Toni Dee Mobley.

It is finally **ORDERED, ADJUDGED, AND DECREED**, that execution may issue to enforce any of the provisions of this Decree.

ENTERED this 9th day of March, 1994.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

BOOK 10007 PG 420

ALLEN BARNES #11984
Attorney for Plaintiff
207 Third Avenue North
Third Floor
Nashville, TN 37201
(615)244-2445

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce, has been forwarded to the Defendant, Billy Gene Maxwell, Jr., at his last known address 4824 Big Horn Drive, Hermitage, Tennessee 37076, on this 9 day of March, 1994.

ALLEN BARNES

STATE OF TENNESSEE

BOOK 10007 PG 421

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 _09 day of _MARCH , 19 _94 , in the Case Number _93D4242 between _MAXWELL, TONI DEE Plaintiff, and _MAXWELL, BILLY GENE JR. Defendant, as same remains of record in Book 2278 , Page _837 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 _18 day of _MARCH in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

RICHARD R. ROOKER CIRCUIT COURT CLERK

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IDENTIF. ✦ REFERENCE

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FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

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