FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK

D.C.

LINDA TYLER, Plaintiff	)	BOOK 10031 PG 428
v.	)	DOCKET NO.: 95D-2759
G. NEIL TYLER, Defendant	)	MAP 033-00-0 075.00

FINAL DECREE OF DIVORCE

This cause came on to be heard upon the 5th day of January, 1996, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court, upon the Wife's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provision for the equitable settlement of any property rights between the parties.

It is ORDERED, ADJUDGED AND DECREED that the Wife, LINDA TYLER, should be and is hereby granted an absolute divorce from the Husband, G. NEIL TYLER, upon the grounds of Irreconcilable Differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore executed by the parties, is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Linda Tyler, hereinafter referred to as the "Wife" and Gerald Neil Tyler, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood by and between the parties that the Wife will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated § 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Husband in this cause, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and,

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

WHEREAS, the parties own some real property located in Davidson County, Tennessee, but no other, and some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest

nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

A. VEHICLES

It is agreed by and between the parties that the Wife shall have as her sole property the 1988 Pontiac Sunbird which she drives as her vehicle.

It is further agreed by and between the parties that the Husband shall have as his sole property the 1993 or 1994 Ford truck which he drives as his vehicle. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

B. BANK ACCOUNTS

It is agreed that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names.

C. HOUSEHOLD GOODS

It is further agreed that the Wife shall own the following as her sole and separate property, free and clear of any interest or claim of the Husband:

2 bedroom and furnishings	Microwave
Living room and furnishings	Kitchen furnishings
Dining room suite	2 Fish tanks
Gym	Push mower
Computer	Weedeater
Refrigerator	Desk cart
Stove	Microwave cart
Washer and Dryer	VCR

It is further agreed that the Husband shall own the following as his sole and separate property, free and clear of any interest or claim of the Wife:

All the guns (308 Rifle, 1022 Rifle, 9mm Lueger, and 50 cal. Thomson)
Rocking Chair
Recliner
CD Player
End Tables (downstairs)
Entertainment Center (incl. TV, cabinet and stereo)
All his toys
Silverware
Cedar chest
Couch and Chair downstairs
RIDING MOWER
TOOL BOX W/ TOOLS
SHOP TOOLS (DRILL PRESS, BAND SAW ETC)

IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 1179 Campbell Road, Goodlettsville, Davidson County, Tennessee, 37072, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from him and reinvested in the Wife. The property is more particularly described as follows:

> A certain tract or parcel of land situated in the 10th District of Davidson County, Tennessee, beginning at a point in the center of Campbell Road at the northwest corner of the tract herein conveyed; and running south 46 degrees east 83 feet; thence south 32 degrees east 63-3/10 feet; thence south 20 degrees 45 minutes east 102.5 feet; thence south 20 degrees 07 minutes east 48.5 feet; thence south 49 degrees 33 minutes east 33.3 feet to a point in the westerly line of Charlie Hunt property; thence with said Hunt line north 23 degrees 12 minutes east 280.7 feet to the middle of Campbell Road; thence with middle of Campbell Road, nortn 85 degrees 30 minutes west 286.7 feet to the point of beginning and a culvert in the center of said Campbell Road, containing 0.956 acres according to a survey made by Stephen A. Draper, Surveyor, Nashville, Tennessee, on September 18, 1952.
>
> Being the same property conveyed to Gerald Neil Tyler and wife, Linda P. Tyler by deed from Charlie E. Hunt, Jr. and wife, Patricia G. Hunt, of record in Book 7509, page 913, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 1179 Campbell Road, Goodlettsville, TN 37072.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that they may have acquired certain retirement benefits during the marriage, as a result of their employment. The parties agree that each party shall relinquish any claim they might have in and to the benefits of the other party, so that each party shall own their retirement benefits, free and clear of any interest or claim of the other.

VI. MARITAL DEBTS.

It is agreed by and between the parties that the Wife shall be solely responsible for the following debts: her Discover card, Visa card and her Castner Knott account. It is agreed by and between the parties that the Wife shall indemnify and hold the Husband harmless therefrom.

It is further agreed by and between the parties that the Husband shall be solely responsible for the following debts: his Visa card account #0340090700916812 ($7,097.00); Kelly's Farm Store ($4,700.00); the debt to his father ($1,000.00) for the riding mower; and the Liberty National Bank and Trust note for his truck ($9,413.00). It is agreed by and between the parties that the Husband shall indemnify and hold the Wife harmless therefrom.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. ATTORNEY FEES.

It is agreed by and between the parties that the Husband shall pay one-half (1/2) of the Wife's attorney fee of $1,500.00, his share being $750.00, for her representation in this matter. Further, he shall be solely responsible for his own attorney fees incurred in this matter, if any.

X. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband.

XI. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties shall be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XII. MAIDEN NAME RESTORED.

It is agreed by and between the parties that upon entry of a Final Decree of Divorce incorporating this Agreement, the Wife shall be restored to her maiden name of McBroom so that her legal name shall be ***Linda Ruth McBroom***.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/ix of

the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XIX. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXI. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the 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 nondischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. TAX EXEMPT STATUS.

This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

XXIII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counselling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

WITNESS OUR HANDS, this 8th day of September, 1995 as to the Wife, and this 31st day of AUGUST, 1995 as to the Husband.

Linda Ruth Igler

Gerald Neil Igler

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Linda Igler, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 8th day of September, 1995.

My Commission expires: 1/20/99

Marsha B. Howard
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Gerald Neil Igler, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 31st day of August, 1995.

My Commission expires: July 27, 1996

Betty Davidson
NOTARY PUBLIC

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause should be and are hereby taxed to the Husband, for which let execution issue, if necessary.

ENTER this 9th day of January, 1996.

JUDGE

APPROVED FOR ENTRY:

MARY ARLINE EVANS #12067
Attorney for Wife
214 Third Avenue North
Nashville, TN 37201
(615) 244-2070

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing FINAL DECREE OF DIVORCE has been served upon G. Neil Tyler, Defendant/Husband, c/o Link Systems, 444 McNally Drive, Nashville, Tn 37211, by mailing a copy to him at the above address, by U.S. Mail, first class, postage prepaid, this 8th day of **January, 1996.**

MARY ARLINE EVANS

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IDENTIF. ↑ REFERENCE
96 APR 30 PM 12:40
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.
PICK-UP

STATE OF TENNESSEE

BOOK 10031 PG 438

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 JANUARY , 19 96 , in the Case Number 95D2759 between TYLER, LINDA Plaintiff, and TYLER, G. NEIL Defendant, as same remains of record in Book 252B , Page 185 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 02 day of APRIL in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Terry Campbell
Deputy Clerk

SEAL

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