IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

1982/1786

DEBORAH JEAN SAYLORS,
Plaintiff,
vs.
KIRK DAVID SAYLORS,
Defendant.

BOOK 10152 PG 328

NO. 91D-1888

1991 JUL 24 PM 3:02

GEORGE L. ROBERTS

FINAL DECREE

This cause came on to be heard on this the 24th day of July, 1991, before the Honorable Muriel Robinson-Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce, the Marital Dissolution Agreement heretofore executed by the parties; the statement of Plaintiff that the parties have encountered certain differences and that it is impossible to reconcile these differences; statement of counsel for the Plaintiff; and from the record as a whole, from all of which the Court finds as follows:

1. That the complaint was filed on May 16, 1991.

2. That the parties have encountered certain differences and that it is impossible to reconcile these differences and that Plaintiff is entitled to an absolute divorce on the grounds of Irreconcilable Differences between the parties and that the parties should be restored to all the rights and privileges of unmarried persons.

3. That the Marital Dissolution Agreement entered into between the parties makes an adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and should be approved and made a part of this judgment.

IT IS THEREFORE ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the Plaintiff, DEBORAH JEAN SAYLORS, and the Defendant, KIRK DAVID SAYLORS, be and the same are hereby, forever and perpetually dissolved and for nothing held; and that the Plaintiff, DEBORAH JEAN SAYLORS, be and is hereby granted an absolute divorce from the Defendant, KIRK DAVID SAYLORS, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement entered into by the parties is approved in all respects and is made a part of this Final Decree. Said Marital Dissolution Agreement reads in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into on this the 14th day of May, 1991, by and between, **DEBORAH JEAN SAYLORS**, hereinafter referred to as "WIFE" and **KIRK DAVID SAYLORS**, hereinafter referred to as "HUSBAND".

W I T N E S S E T H

WHEREAS, the parties hereto have been married since February 14, 1989, and there have been no children born of this marriage; and

WHEREAS, certain differences and difficulties have arisen between the parties and they intend to live separate and apart from each other, and have no expectation of resuming their marital relationship; and

WHEREAS, the WIFE has filed a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, at Nashville, entitled DEBORAH JEAN SAYLORS vs. KIRK DAVID SAYLORS, Docket No. 91D-1888; and

WHEREAS, the parties now desire to enter into a formal agreement, contract, respecting all of their rights and obligations arising out of their marital relationship, including their rights as to their personal property, debts and other obligations.

NOW, THEREFORE, for the consideration of the sum of ONE DOLLAR ($1.00) cash in hand paid and other good and valuable considerations, mutual promises and covenants, each with the other made, and including the covenants and agreements as provided thereinafter, these considerations, the sufficiency and the receipt of which is hereby acknowledged by the parties and accordingly, it being mutually understood and agreed between the WIFE and HUSBAND as follows:

1. That they should have the right to live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way, directly or indirectly.

2. The WIFE shall have as her sole, separate property all of the personal property, heirlooms and personal effects which are currently in her possession and all of the HUSBAND's right, title, claim and interest is divested out of him and into her.

3. The HUSBAND shall have as his sole, separate property all of the personal property, heirlooms and personal effects which are presently in his possession and all of the WIFE's right, title, claim and interest is divested out of her and into him.

4. The WIFE shall have as her sole, separate property the 1988 Chevy Spectrum, VIN# J81RG5170J7502622. The WIFE will be responsible for any indebtedness thereon and will hold the HUSBAND harmless thereon.

5. The HUSBAND will have as his sole and separate property the following items: couch, love seat, coffee and end tables, t.v., entertainment center, china hutch, dining room table, refrigerator, desk, bed and bedroom suite, 1984 Ford Ranger, boat motor and trailer and all of the WIFE's right, title, claim and interest is divested out of her and into him.

6. The WIFE shall pay the indebtedness on the following credit cards which are in her name: RSC Bankcard, Sears, Service Merchandise, Discover and Lerner and will hold the HUSBAND harmless thereon.

7. The HUSBAND will be responsible for all other debts created during the term of the marriage and will hold the WIFE harmless thereon.

8. The HUSBAND will have as his sole, separate property the real estate located at 199 Bonnalee Drive, Hermitage, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 875 on the Plan of HERMITAGE HILLS, SECTION 8, as of record in Book 3600, Page 24, said Register's Office; to which reference is hereby made for a complete and accurate description thereof.
>
> Being the same property conveyed to Kirk D. Saylors by deed from Jerry S. Hunt, of record in Book 8227, page 687, Register's Office for Davidson County, Tennessee.

and all of the WIFE's right, title, claim and interest is divested out of her and into him. The HUSBAND will assume the mortgage on this property to First Investment Company and holds the WIFE harmless thereon.

9. The HUSBAND shall assume all debts accumulated during the term of the marriage not hereinabove specifically set out and the same are considered to be support and non-dischargeable under 11 U.S.C. 523(a)(5).

10. There is presently a lawsuit pending involving the parties' real estate. If Deborah Saylors testifies in said lawsuit, she shall receive one-half (1/2) of the proceeds.

11. The HUSBAND is responsible for any charges on the said lawsuit involving the real estate and the WIFE is responsible for the courts costs in this cause.

12. The HUSBAND by having his signature to the Marital Dissolution Agreement notarized, hereby waives personal service of the Summons and Complaint in Divorce in this cause.

This agreement is intended to settle fully and finally the property rights of the parties and the parties hereby release each other from any and all other rights or claims arising out of the marital relationship upon approval of this Marital Dissolution Agreement by the Court. This document may be filed in the aforementioned pending divorce action and fully incorporated, by reference, in the Final Decree entered therein on the Court's approval.

Each party hereto covenants with the other that from this day forward, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled, to pay any future debt of the other, then the party whose benefit such payments shall have been paid will indemnify the other party to the full extent of any amount paid plus any interest and /or attorney fees, if any.

If either party breaches this agreement and the other seeks remedy through the Court to enforce this agreement, the losing party will be responsible for the costs and attorney fees of the prevailing party.

This agreement constitutes the entire understanding of the parties and supercedes any and all prior agreements between them. There are no representations or warranties other than those expressly set forth herein.

This agreement shall be binding upon the parties, their heirs, legal representatives and assigns.

The WIFE and HUSBAND hereby agree to promptly execute any and all documents and instruments of every kind or character, which may be necessary or proper to carry out the terms of this agreement and to do so without any unreasonable delay.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and date above written.

Deborah Jean Saylors
DEBORAH JEAN SAYLORS

Kirk David Saylors
KIRK DAVID SAYLORS

STATE OF TENNESSEE)

COUNTY OF SUMNER)

BEFORE me, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, DEBORAH JEAN SAYLORS, the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, Tennessee this the 14th day of May, 1991.

Curtis M. Lancaster
Notary Public

My Commission Expires: 8-12-93

STATE OF TENNESSEE)

COUNTY OF Sumner)

BEFORE me, undersigned, a Notary Public in and of the County and State aforesaid, personally appeared within named, KIRK DAVID SAYLORS, the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient information and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, Tennessee this the 14th day of May, 1991.

Nancy K. Allison
Notary Public

My Commission Expires: 5/14/94

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause are assessed to the Plaintiff.

JUDGE

7-24-91

APPROVED FOR ENTRY:

BOOK 10152 PG 333

CURTIS M. LINCOLN, #2538
Attorney for Plaintiff
175 East Main Street
Hendersonville, Tennessee 37075
(615) 822-0030

CERTIFICATE OF SERVICE

I, Curtis M. Lincoln, do hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U.S. Mail postage prepaid to Kirk David Saylors, 199 Bonnalee Drive, Hermitage, TN, 37076, this 24 day of July, 1991.

Curtis M. Lincoln

STATE OF TENNESSEE

BOOK 10152 PG 334

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 24 day of JULY , 19 91 , in the Case Number 91D1888 between SAYLORS, DEBORAH JEAN Plaintiff, and SAYLORS, KIRK DAVID Defendant, as same remains of record in Book 198C , Page 01786 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 03 day of JULY in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

RICHARD R. ROOKER, Clerk,

By R. Goodman
Deputy Clerk

SEAL

02131174
IDENTIF. # REFERENCE

96 AUG -9 PM 12:53
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

5543 08/09 0101 03CHECK 28.00