157H/54

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA FAY MCDADE,)
)
Plaintiff,)
)
vs.) NO. 94D-3779
)
)
MONET LYMUS MCDADE,) BOOK 10205 PG 388
)
Defendant.)

FINAL DECREE

This cause came on to be heard upon the plaintiff's Complaint for Absolute Divorce, upon the written and notarized Marital Dissolution Agreement executed by the parties, the testimony of the plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce, and provided for by T.C.A. Sec. 36-4-101 (11).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and more specifically, the terms of that Agreement are as follows:

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IDENTIF. ↑ REFERENCE
95 SEP 27 AM 10:35
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.
PICK-UP

IN THE 2nd CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA FAYE McDADE)
)
vs.)
)
MONET LYMUS McDADE)

94D-3779

BOOK 10205 PG 389

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 27th day of September, 1994, by and between LINDA FAYE McDADE, hereinafter referred to as "Wife", and MONET LYMUS McDADE, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Agreement will be used in a Circuit Court Divorce action, Docket No. 94D-3779 the parties do agree as hereinbelow set out:

1. The only real property in which the parties share a joint interest is a house and lot located at 4316 Falling Leaf Lane, Nashville, Tennessee, 37207. With regard to said real property, the parties agree as follows:

(a) The Wife shall have all right, title and interest in and to said real property; and the Husband agrees to make no claim on said real property.

(b) The Wife hereby agrees to be solely responsible for the timely repayment of the mortgage indebtedness, taxes insurance and maintenance on said real property; and she shall hold the Husband harmless therefrom.

(c) The Husband hereby agrees to execute a Quit Claim Deed in favor of the Wife wherein he shall convey all of his

right, title and interest in and to said real property solely to the Wife.

(d) The parties hereby agree to sign any documents necessary in order to effectuate the provisions herein.

2. The vehicles driven by the Husband and Wife, which are currently titled in their respective names, shall be their separate property; and each party agrees to be solely responsible for any debts or encumbrances secured by their respective vehicles.

3. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

4. The parties hereby agree that except as otherwise stated herein, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

5. The Wife shall restore the use of her maiden name, namely: Linda Faye Bell.

6. Both parties hereby agree that by signing this Agreement they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

7. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

LINDA FAYE McDADE

MONET LYMUS McDADE

STATE OF TENNESSEE)
)
COUNTY OF Shelby)

Personally appeared before me, a Notary Public in and for said State and County, LINDA FAYE McDADE, with whom I am personally acquainted, and who acknowledged to me that she signed the within MARITAL DISSOLUTION AGREEMENT as her free act and deed for the purposes therein contained, this 27th day of September, 1994.

Deanna L. Day
NOTARY PUBLIC

My commission expires:
7/25/98.

STATE OF TENNESSEE)
)
COUNTY OF Shelby)

Personally appeared before me, a Notary Public in and for said State and County, MONET LYMUS McDADE, with whom I am personally acquainted, and who acknowledged to me that he signed the Within MARITAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained, this 27th day of September, 1994.

Deanna L. Day
NOTARY PUBLIC

My commission expires:
7/25/98.

IT IS THEREFORE, ORDERED that the bonds of matrimony binding the parties hereto be absolutely and forever dissolved and that the plaintiff is hereby awarded an Absolute Divorce; and that each of the parties' being Linda Faye McDade, 4316 Falling Leaf Lane, Nashville, Tennessee, 37207; and Monet Lymus McDade, 129 Summit At Mt. High, Antioch, TN, 37013, be vested with all the rights and privileges of an unmarried person, including the restoration of the Wife's maiden name, namely: Linda Faye Bell. That the parties' Marital Dissolution Agreement is ratified and made a part of this Final Decree; and that the costs of this cause be assessed against the plaintiff.

For all of which execution may issue as necessary.

ENTER, this 30th day of January, 1995.

Martha M. Shafer
JUDGE

SUBMITTED FOR ENTRY:

Ted F. Walker

TED F. WALKER
Sup. Ct. Reg. No. 5259
Attorney for Plaintiff
1820 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
615/244-7707

CERTIFICATE OF SERVICE

I, HEREBY CERTIFY that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid to defendant at the above address this __ day of December, 1994.

Ted F. Walker
TED F. WALKER

BOOK 10205 PG 394

STATE OF TENNESSEE

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 SECOND Circuit Court for Davidson County, Tennessee, on the 03 day of JANUARY , 19 95 , in the Case Number 94D3779 between MCDADE, LINDA FAYE Plaintiff, and MCDADE, MONET LYMUS Defendant, as same remains of record in Book 157A , Page 84 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 24 day of SEPTEMBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

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