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BOOK 10280 PG 897

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

96 NOV 15 PM 3:4.
RICHARD R. RO... CLERK
D.C.

MARY ELIZABETH SADLER,

Plaintiff,

v.

HENRY GRANT SADLER,

Defendant.

DOCKET NO. 96D-2652

FINAL DECREE OF DIVORCE

This cause came to be heard on the 12th day of November, 1996, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the petition for absolute divorce filed by the Plaintiff and written Marital Dissolution Agreement entered into by the parties and filed in this cause; from all of which it appears to the Court, and the Court finds as follows:

This Court has jurisdiction in all necessary particulars of this case, and the facts alleged in the complaint are true and correct as to the necessary elements of an irreconcilable differences divorce.

The differences between the parties have become irreconcilable and divorce should be granted to the Plaintiff, Mary Elizabeth Sadler, on the ground of irreconcilable differences.

The parties heretofore have entered into a written Marital Dissolution Agreement, which 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, pursuant to Tennessee Code Annotated Section 36-4-103(b).

The Marital Dissolution Agreement entered into by the parties is as follows:

MARITAL DISSOLUTION AGREEMENT

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WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by MARY ELIZABETH SADLER, hereinafter referred to as "Wife", and against HENRY GRANT SADLER, hereinafter referred to as "Husband", under Docket No. 96D-2652, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

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

1. The two (2) children born of this marriage are emancipated.

2. The parties have made adequate and sufficient provision by written agreement for the equitable settlement of property rights between them.

3. This Marital Dissolution Agreement shall be presented to the Court as soon as possible for ratification and approval by the Court, with the understanding that the parties shall be granted an absolute divorce from each other on the grounds of irreconcilable differences.

4. 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.

5. 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.

6. The parties acknowledge and understand that they have sought independent income tax advise regarding the tax ramifications of this Marital Dissolution Agreement and that neither of their respective attorneys has indicated any expertise in the tax area, nor has either attorney advised their respective clients regarding any tax consequences arising out of this Marital Dissolution Agreement.

7. The parties shall be responsible for payment of their respective attorney's fees. The parties agree to equally divide all Court costs associated with the pending divorce proceedings if uncontested.

8. Husband, by signing this Agreement, waives further service of process or notice. Husband specifically authorizes entry of said pleading by Wife's counsel.

9. The parties own real property located at 229 Cross Timbers Drive, Nashville, Tennessee 37221, and more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 239 on the Resub of Lots 238 and 239 on the plan of Cross Timbers, Section V, as of record in Book 4715, page 79, said Register's Office.
>
> Said Lot No. 239 fronts 130.0 feet on the westerly side of Cross Timbers Drive and extends back 198.55 feet on the northerly line and 185.4 feet on the southerly line to a line in the rear on which it measures 75.0 feet thereon.

Being the same property conveyed to Henry G. Sadler and wife Mary E. Sadler by deed from Robert N. Gambill and Robert Hendley, d/b/a Hendley & Gambill of record in Book 4483, page 671, Registers' Office for Davidson County, Tennessee, and resubdivided by recording of plat in Book 4715, page 79, Register's Office for Davidson County, Tennessee.

All right, title and interest which Husband has in and to this property shall be divested in him and the sole and exclusive ownership shall be vested in Wife in fee simple, and she shall assume the balance of the mortgage indebtedness thereon and hold Husband harmless for any responsibility thereon.

10. The parties own real property located at 233-235 Cross Timbers Drive, Nashville, Tennessee 37221, and more specifically described as follows:

Land in Davidson County, Tennessee, being Lot No. 238 on the Resub of Lots 238 and 239 on the plan of Cross Timbers, Section V, as of record in Book 4715, page 79, said Register's Office.

Said Lot No. 238 fronts 107.23 feet on the westerly side of Cross Timbers Drive and runs back between lines 190.72 feet on the northerly line and 198.55 feet on the southerly line to a dead line in the rear on which it measures 65.0 feet.

Being the same property conveyed to H. G. Sadler and wife, Mary E. Sadler by deed from James E. Patterson and wife, Evelyn Patterson of record in Book 4626, page 382, Registers' Office for Davidson County, Tennessee, and resubdivided by recording of plat in Book 4715, page 79, Register's Office for Davidson County, Tennessee.

All right, title and interest which Wife has in and to this property shall be divested in her and the sole and exclusive ownership shall be vested in Husband in fee simple, and he shall assume the balance of the mortgage indebtedness thereon and hold Wife harmless for any responsibility thereon.

11. The parties own a perpetual and exclusive right of sepulcher in the Garden Burial space, urn, or Mausoleum Entombment Space located in Harpeth Hills Memory Gardens, Davidson County, Tennessee, and more specifically described as follows:

Garden of Everlasting Life, Lot #167, Section D: Spaces 1-2 located in HARPETH HILLS MEMORY GARDENS, Davidson County, which space is shown and designated upon the plans of said HARPETH HILLS MEMORY GARDENS now on file in the home office of HARPETH HILLS MEMORY GARDENS, INC. in Davidson County, Tennessee.

Husband agrees that all right, title, and interest in and to the cemetery lot, property and bronze memorialization marker itself shall be awarded to Wife, free and clear of any claims from Husband. Wife will assume any responsibility for any indebtedness thereon and hold Husband harmless from any responsibility therefrom.

12. With the exception of the personal property herein listed, all right, title and interest of Husband in and to the household furnishings and personal property in the possession of Wife shall be, and is hereby, divested out of him and vested absolutely in Wife.

With the exception to the personal property herein listed, all right, title and interest of Wife in and to the household furnishings and personal property in the possession of Husband shall be, and is hereby, divested out of her and vested absolutely in Husband.

The parties have previously divided all items of personal property.

13. All funds on deposit in savings account number 2631-815-7, checking account number 477-016-5, liquid investment, individual retirement accounts, brokerage, securities and other institutional accounts held at First American Bank shall be the sole and separate property of Husband, free of any claim by Wife.

14. Wife shall receive as her sole and separate property the trust and/or security accounts and other assets which were received by her as gifts or inheritances during the marriage, free from any claim by Husband. Husband shall receive as his sole and separate property the trust and/or security accounts and other assets which were received by him as gifts or inheritances during the marriage, free from any claim by Wife.

15. Each party shall receive as his or her sole and separate property , free and clear of any claims by the other party, the respective vehicles driven by him or her and/or titled in his or her name.

Specifically, Husband shall be awarded the sole and exclusive ownership of the 1991 Chevrolet Lumina, and he shall assume any indebtedness associated with this vehicle and hold Wife harmless from any responsibility and/or liability therefrom.

Further, Wife shall be awarded the sole and exclusive ownership of the 1992 Cadillac Seville SLS. Husband agrees to pay the costs of insurance associated with the Cadillac through June 1997. Beginning July 1997, Wife shall assume any and all responsibility for payment of automobile insurance on the Cadillac and shall hold Husband harmless therefrom. Additionally, Husband agrees to assume and pay the remaining three (3) payments owing on said vehicle until the indebtedness is paid in full, for the benefit of Wife, and shall hold her harmless for any and all indebtedness owing thereon until such time as the vehicle is paid in full. At such time as Husband has made the last payment owing on the Cadillac, Wife shall assume sole and separate responsibility for paying all debts, costs, expenses, and liabilities associated with her vehicles and shall hold Husband harmless from any liability therefor. With the exceptions noted herein, the parties warrant they have no boats, campers, trailers, or other vehicles that are titled jointly.

16. Each party shall receive as his or her sole and separate property, free and clear of any individual claims by the other party, all stocks or bonds, if any, in his or her individual name or held for his or her benefit. Wife agrees that Husband shall be vested with full and exclusive ownership, right, title and interest, free from any claim by Wife, to approximately one hundred sixty (160) shares of Atlantic Richfield Stock, heretofore jointly titled in the parties' names, and Wife shall execute the necessary documents to release and transfer any and all interest she has in and to said stock to Husband.

17. Each party shall receive as his or her sole and separate property, free and clear of any individual claims by the other party, all funds held in any retirement plan(s), if any, in his or her individual name or held for his or her benefit. Husband agrees that Wife shall be vested with all right, title and interest, free from any claim by Husband, in and to the Individual Retirement Account (IRA) with Union Planters Bank in the approximate amount of $32,000.00. Husband agrees to execute the necessary documents to release and transfer any and all interest he has in and to said IRA to Wife.

18. Each party hereby assumes sole and separate responsibility for maintaining his or her own medical insurance and paying his or her own uninsured medical costs and expenses.

19. Husband presently has life insurance in the face value of ten thousand dollars ($10,000.00) through the Veterans Insurance Policy. Husband agrees to maintain this policy in full force and effect, payable to Wife as irrevocable beneficiary. Wife agrees that Husband shall retain all dividends payable from said policy until his death. Wife agrees to pay Husband's funeral expenses from the proceeds of said policy and Wife shall make any and all funeral and burial arrangements.

Wife presently has a life insurance policy in the face value of one thousand five hundred dollars ($1,500.00) through Interstate Life and Accident. Wife agrees to maintain this policy in full force and effect, payable to Husband as irrevocable beneficiary. Husband agrees to pay Wife's funeral expenses upon her death and Husband shall make any and all funeral and burial arrangements.

Additionally, Husband presently has a term life insurance policy in the face value of fifty thousand dollars ($50,000.00) through the Investors Life Policy. Husband agrees to maintain this policy in full force and effect, payable to Wife as irrevocable beneficiary. Husband shall assume and pay the premiums on said term policy and shall hold Wife harmless therefrom.

Wife presently has a term life insurance policy in the face value of fifty thousand dollars ($50,000.00) through the Investors Life Policy. Husband agrees to assume and pay the premiums on said term policy and shall hold Wife harmless therefrom.

20. Except as otherwise provided herein, Wife agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and further agrees to hold Husband harmless from any liability for such debts. Except as otherwise provided herein, Husband agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and further agrees to hold Wife harmless from any liability for such debts. Each of the partes hereto covenants with the other that from this date forward, neither will contract any indebtedness from the credit of the other without proper authority.

21. Whenever Husband is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold Wife harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy by Husband as to Wife. Husband hereby affirmatively acknowledges that his obligation to pay said debts, when viewed as a whole, is neither excessive nor unreasonable.

22. In the event a creditor or either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which the other party is responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

23. In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

24. It is understood and agreed 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 other's property, including without limitation, dower, curtesy, 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 of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

25. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

26. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

27. Each party represents to the other and acknowledges 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. Each party acknowledges their right to have an attorney represent them in this matter. Any decision not to retain an attorney is made freely, voluntarily and with knowledge of the right to any attorney.

28. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

29. In the event 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.

30. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

31. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties with respect to spousal support issues, only with approval of the Court, and this requirement cannot be waived by oral agreement.

32. This Agreement shall be construed under the laws of the State of Tennessee.

THIS AGREEMENT is executed in triplicate and an original of same is being retained by each party. The third original will be tendered to the Court as part of the Final Decree of Divorce between the parties.

MARY ELIZABETH SADLER

HENRY GRANT SADLER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 26th day of September, 1996, personally appeared Mary Elizabeth Sadler, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed same as and for her free act and deed.

NOTARY PUBLIC

My Commission Expires: My Commission Expires NOV. 28, 1998

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 26th day of September, 1996, personally appeared Henry Grant Sadler, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as and for his free act and deed.

NOTARY PUBLIC

My Commission Expires: My Commission Expires NOV. 28, 1998

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by this Honorable Court that upon motion of the Plaintiff, the Complaint for Divorce filed in this cause is hereby amended to reflect that at the time of the filing of said Complaint, the Plaintiff was not employed and there were no minor children born of this marriage.

It is further **ORDERED, ADJUDGED and DECREED** that the Plaintiff, Mary Elizabeth Sadler, have and is hereby awarded an absolute divorce from the Defendant, Henry Grant Sadler, and the bonds of matrimony heretofore existing between the Plaintiff and Defendant are hereby held for naught, and the parties are hereby restored to all the rights and privileges of an unmarried person.

Each party is ordered to obey the terms of the Marital Dissolution Agreement as it is an order of this Court.

Each party is ordered to take all steps necessary to carry out the terms of the Marital Dissolution Agreement, including but not limited to the execution of documents.

This cause is retained in this Court for the enforcement of this decree and the issuance of such future orders as may be necessary.

All costs of this cause shall be equally divided between the parties, for which execution may issue if necessary.

The address of each party is as follows:

Mary Elizabeth Sadler 229 Cross Timbers Drive Nashville, Tennessee 37221	Henry Grant Sadler 595 Hicks Road, Apartment 4-G Nashville, Tennessee 37221

ENTERED this the 15th day of November, 1996.

MURIEL ROBINSON
JUDGE

APPROVED FOR ENTRY:

BILL EASTERLY, #15425
Attorney for Plaintiff / Wife
530 Church Street, Suite 301
Nashville, Tennessee 37219
615/244-2222

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been served upon the Defendant by mailing same, via the United States Postal Service, postage prepaid, to Mr. H. Grant Sadler, Defendant/Husband, at 595 Hicks Road, Apartment 4-G, Nashville, Tennessee 37221, on this the 12th day of November, 1996.

BILL EASTERLY

0252762
IDENTIF. ↑ REFERENCE

96 DEC -4 PM 4:16

ELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

BOOK 10280 PG 906

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 15 day of NOVEMBER , 19 96 , in the Case Number 96D2652 between SADLER, MARY ELIZABETH Plaintiff, and SADLER, HENRY GRANT Defendant, as same remains of record in Book 263A , Page 483 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 27 day of NOVEMBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk

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