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MINUTES CIRCUIT COURT, SUMNER COUNTY, TENNESSEE - NOVEMBER 13, 1996

IN THE CIRCUIT COURT, FOR SUMNER COUNTY, TENNESSEE

LYLE D. McCALL
124 Maple Way North
Hendersonville, TN 37075
[redacted]-9728

PLAINTIFF,

VS

LINDA F. McCALL
124 Maple Way North
Hendersonville, TN 37075
[redacted]-7483

DEFENDANT,

FILED

NOV 13 1996

MAHAILIAH HUGHES, CLERK
BY Amy Ray D.C.

FILE NO. 15912-C

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FILED & RECORDED IN REGISTER'S
DAVIDSON COUNTY, TN.

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IDENTIFICATION REFERENCE

FINAL DECREE

This cause came to be heard on the Thirteenth, day of November 1996 before the Honorable Thomas Goodall, Judge for the Circuit Court for Sumner County, Tennessee, upon the Plaintiff's Complaint for Absolute Divorce, parties' written verification of a Marital Dissolution Agreement, Testimony of Plaintiff, statement of counsel, and the record as a whole, from all of which, it duly appeared to the court that the Plaintiff should be granted an absolute divorce on the grounds of irreconcilable difference.

It is therefore, ORDERED, ADJUDGED, and DECREED by the Court that the Plaintiff, Lyle D. McCall, be and is hereby awarded an absolute divorce from the Defendant, Linda F. McCall, and the Plaintiff is restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties hereto have entered into a Marital Dissolution Agreement, which is stated as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into by and between Lyle D. McCall, hereinafter referred to as Husband, and Linda F. McCall, hereinafter referred to as Wife,

WITNESSETH

WHEREAS, the parties hereto are Husband and Wife; and

WHEREAS, there is no minor child born of this marriage; and

WHEREAS, the parties jointly own certain property and owe certain debts; and

WHEREAS, irreconcilable differences have arisen between the parties and the Wife is aware that an action for divorce has been filed in the Circuit Court for Sumner County, Tennessee; and

WHEREAS, by signing this martial dissolution agreement agree the Wife waives further service and waives filing an answer to the complaint, in accordance with the Tennessee Code Annotated Sec. 36-4-103(a)(2); and

WHEREAS, the parties desire by this agreement to make an equitable division of all their property which settles and determines all claims for alimony, which divides all property, both real and personal, owned by them or either of them, and which divides responsibility for all current indebtedness incurred during the marriage, and there are no minor children of this marriage;

WHEREAS, the parties by this agreement may continue to live apart for the rest of their lives. Each shall be free from interference, direct or indirect, by the other as fully as though unmarried, and neither of the parties shall interfere with the other party or have any future rights to any property of the other party.

NOW THEREFORE, for reasons set forth above and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The real property at 825 Bellevue Road, Davidson County, Nashville, Tennessee which is deeded in Wife's name only will remain the separate property of the Wife.

2. The real property at 1412 Quail Run Road, Davidson County, Nashville, Tennessee which is deeded in Husband's name only will remain the separate property of the Husband.

3. Each party shall retain all property owned by them separately before the date of the marriage. All property purchased on or after September 18, 1994 shall be divided as follows:

   Husband shall have as his sole and separate property:
   Navy Love Seat
   White Dishes
   Butcher Block Table
   25" Magnavox TV
   Black TV Stand

   The Wife shall have as her sole and separate property:
   Multi-colored Plaid Sofa & Love Seat
   Stainless Flatware
   Magnavox Portable CD Player
   Gas Grill
   Lawn Mower
   Miniature Schnauzer Named "Maggie"
   Mattresses in Rebecca's Room

4. All other personal property now in possession of the Husband will be his separate property and all other personal property in the possession of the Wife will be her separate property.

5. Debts owed by the parties will be divided in the following manner:

Wife will be solely responsible for the indebtedness at:
Leader Federal Mortgage on Bellevue Road property;
Boatman's Bank Auto Loan;
and any other bills or charge cards in her name only.

Husband will be solely responsible for the indebtedness at:
Leader Federal Mortgage on Quail Run Road property;
Nations Bank Auto Loan;
and any other bills or charge cards in his name only.

In the event a creditor of either Party makes a claim against the other party , which is upheld by a Court of competent jurisdiction, to pay any debt to which that Party is not responsible, either by contract or pursuant to 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 expenses incurred in defending the creditor's claim including reasonable attorney's fees. The assumption of any above stated indebtedness and all other indebtedness outlined in this Marital Dissolution Agreement by each Party shall be considered a duty directly related to spousal support, alimony, child support and maintenance and it shall not be considered dischargeable in any bankruptcy proceeding by one Party against the non-bankrupt spouse so as to allow a third party creditor to claim against the non-bankrupt spouse.

6. Any future debts incurred by the Wife are to be paid by the Wife and any future debts incurred by the Husband are to be paid by the Husband.

7. The Wife will pay to the Husband the sum of Four Thousand ($4,000.00) Dollars from the proceeds of the sale of the Real Property at 825 Bellevue Road, Nashville, TN.

8. The 1992 Chevrolet Lumina automobile will be the separate property of the Wife.

9. The 1994 S10 Blazer will be the separate property of the Husband.

10. There will be no alimony paid by either Husband or Wife.

11. All bank accounts in the name of the Husband individually will be the separate property of the Husband and all bank accounts in the name of the Wife individually will be the separate property of the Wife.

12. The parties do hereby mutually release, remove and forever discharge each other from any and all actions, suits, debts, demands, and obligations whatsoever, both in law and equity which either of them ever had, or may hereafter have against the other, by reason of any manner, or cause up to the date of the execution of this agreement.

13. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

14. Each party shall retain any and all employment benefits and retirement benefits, present and future, relating to his or her employment, without any right, claim or demand on the part of the other party.

15. The Wife shall have restoration of her former name Linda Fair Luster.

The Husband and Wife shall be equally taxed with the cost of this cause including Attorney fees of Gary A, Hain.

This agreement may be filed in the above-captioned divorce action and, upon the Court's approval, may be fully incorporated by reference in any FINAL DECREE.

IN WITNESS WHEREOF, we have hereunto set our names

/S/ Lyle D. McCall

Lyle D. McCall
PLAINTIFF HUSBAND
DATE: 09/05/96

STATE OF: TENNESSEE

COUNTY OF: SUMNER

Sworn to and subscribed
before me this 5th
day of September, 1996

/S/ Linda S. McCall

Linda F. McCall
DEFENDANT WIFE
DATE: 09/05/96

STATE OF: TENNESSEE

COUNTY OF: SUMNER

Sworn to and subscribed
before me this 5th
day of September, 1996

/S/ Gary A. Hain

NOTARY PUBLIC
My Commission expires:
12/26/96

/s/ T. M. Clemend

NOTARY PUBLIC
My commission Expires:
01/25/97

The Court finds that the foregoing Marital Dissolution Agreement proper in all respects, and

IT IS, THEREFORE, ORDERED by the Court that the Marital Dissolution Agreement heretofore entered into by the parties to this cause is in all things ratified, approved and confirmed by the Court and is made a part of this Final Decree of all purposes contained herein.

ENTER this 13 ~~day of~~ November, 1996.

JUDGE THOMAS GOODALL

APPROVED FOR ENTRY:

Gary A. Hain
GARY A. HAIN
Attorney for Plaintiff
P.O. Box 623
Hendersonville, Tennessee 37077

MINUTES CIRCUIT COURT,SUMNER COUNTY,TENNESSEE - NOVEMBER 13,1996

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing order has been mailed to Linda F. McCall, 124 Maple Way North, Hendersonville, TN 37075 with sufficient postage thereon to carry same to its destination on this the 13th day of November, 1996.

Gary A. Hain