IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 JAN -6 PM 4:37

CHESTER F. PUCKETT )
Plaintiff, )
vs. ) No. 96D-2773
BARBARA JANE PUCKETT )
Defendant. )

BOOK 10334 PG 851

FINAL DECREE

This cause came on to be heard on the 6th day of January, 1997, before the Honorable Marietta M. Shipley, Judge, upon the Complaint for Absolute Divorce, and the entire record in this cause, whereupon it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, CHESTER F. PUCKETT, is granted an absolute divorce from the defendant, BARBARA JANE PUCKETT, on the ground of irreconcilable differences and is hereby restored to all 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:

0260729
IDENTIFICATION REFERENCE

97 JAN 31 AM 10:46
FELIX Z. WINSTON II REGISTER
DAVIDSON COUNTY, TN.

9741 01/31 0101 CHECK 40.00

MINUTES SECOND CIRCUIT JAN 6 1997

BOOK 10334 PG 852

**MARITAL DISSOLUTION AGREEMENT**

96 SEP 24 AM 5:32

THIS AGREEMENT made and entered into this the 19th day of September, 1996, by and between **CHESTER F. PUCKETT**, hereinafter called "Husband", and **BARBARA JANE PUCKETT**, hereinafter called "Wife":

**W I T N E S S E T H:**

**WHEREAS**, the parties have encountered marital difficulties which are apparently irreconcilable and hereby acknowledge that a divorce action is pending under the style of CHESTER F. PUCKETT v. BARBARA JANE PUCKETT, Docket No. _____ in the Circuit Court for Davidson County, Tennessee. Each of the parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process; and,

**WHEREAS**, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

**WHEREAS**, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. Section 36-4-101;

**NOW, THEREFORE**, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. There are no minor children of this marriage, and none are expected.

2. The wife is the owner of certain real property located on Lower Walker's Creek Road in Goodlettsville, Davidson County, Tennessee, lying in two tracts and more particularly described as follows:

> A tract of land in the 10th District of Davidson County, Tennessee, on the headwaters of Mansker and more particularly described as follows:
>
> BEGINNING at a point in the center line of Lower Walker's Creek Road (formerly Shane Fork County Road) being the southwest corner of a tract conveyed to James J. Trotter and wife, Ethel M. Trotter by deed from J. T. Carter and wife, Madena Carter as of record in Book 1469, Page 459, Register's Office for Davidson County, Tennessee; thence running North 29 degrees West along Trotter's West Line 344.52' to a point. Thence running North 57 degrees East along Trotter's North line 340' to a point; thence running South 29 degrees East 585' to the center of Lower Walkers Creek Road; thence running North 87 degrees West

with the center of said road 402' to the point of beginning, containing 3 acres, more or less; this description is according to information provided by GRANTOR and all distances and directions are subject to such variations and discrepancies as a survey might disclose.

BEING the same property conveyed to BARBARA JANE PUCKETT, by deed from JAMES J. TROTTER, a widower, of record in Deed Book 5141, Page 918, Register's Office for Davidson County, Tennessee.

A tract of land in the 10th District of Davidson County, Tennessee, on the headwaters of Mansker and more particularly described as follows:

BEGINNING at a point in the center line of Lower Walkers Creek Road (formerly Shane Fork County Road) being 402' East of Trotter's southwest corner as of record in Book 1469, Page 459, Register's Office for Davidson County, Tennessee. Thence running North 29 degrees West 585' to a point in Trotter's North line of said tract; thence running North 57 degrees East with Trotter's North line 210' to a point, thence running South 29 degrees East 726 feet to a point in the center of Lower Walker's Creek Road; thence running South 62 degrees West 15' with said road to a point; thence running North 87 degrees West 225' with the center of said road to the point of beginning; containing 3 acres, more or less; this description is according to information provided by GRANTOR and all distances and directions are subject to such variations and discrepancies as a survey might disclose.

BEING the same property conveyed to BARBARA JANE PUCKETT, by deed from SYLVIA D. CHASTAIN TAYLOR, of record in Book 6793, Page 763, Register's Office for Davidson County, Tennessee.

The husband hereby Quitclaims and conveys any right, title and interest he may have in said property by virtue of the parties' marriage, to the wife, and makes no further claim thereupon.

3. The husband agrees that he shall pay to the wife the sum of $400.00 per month as modifiable rehabilitative alimony in order to assist the wife with mortgage payments for a trailer on the wife's property upon which the parties' are both indebted. The parties agree that the wife shall assume the mortgage indebtedness upon the trailer and hold the husband harmless therefrom. The wife shall make diligent efforts to obtain refinancing in regard to this mortgage indebtedness in order to lower her cost and expense. The parties agree that the alimony payments set forth herein shall continue until the mortgage on the real property is paid or until the husband or the wife shall die or until the wife shall remarry, whichever event shall first occur. The parties further agree that in the event that the wife is able to refinance the property such

that her mortgage payments are lowered, the husband may apply to the Court for a modification in the alimony set forth herein. The husband further agrees that he shall carry the wife as a beneficiary upon his life insurance in an amount sufficient to cover the remaining mortgage balance until said mortgage is paid off or until the wife dies whichever first occurs. Pending any refinance of the property, the parties agree that the husband shall pay the property tax due upon said real property each year and the wife shall pay any homeowner's insurance.

4. Each party has a vehicle titled solely in his or her name, to-wit: The wife has a 1988 Oldsmobile Sierra and the husband has a 1991 Nissan Pickup. The parties shall agree that each shall keep the vehicle presently in his or her possession and titled solely in his or her name and each party shall assume any and all indebtedness associated with their individual automobiles and hold the other party harmless from said indebtedness.

5. The parties agree that they have already divided their household goods and furnishings and that said division is satisfactory and shall constitute the division of such property in this divorce except that the husband may receive from the marital residence, a bedroom suit that belonged to his mother, a shotgun, and a pistol.

6. The parties agree that the wife shall keep the parties' joint checking and joint savings accounts and the husband shall make no further claim thereto.

7. The parties have the following marital debts which shall be assumed by the party after whose name they are listed. Each party agrees to hold the other party harmless from any and all debts they have agreed to assume and the parties agree that they shall contract no further indebtedness upon the credit of the other party. The husband shall pay the Sears card, the Satellite bill, the VISA Gold Card, the MBNA Card and the remaining balance on the security system. The wife shall pay the Discover Card in her own name.

8. Each party agrees that they shall make no claim to one another's retirement benefits and each shall keep any and all

retirement benefits which may accrue to them by reason of any past or present employment.

9. The husband shall pay the costs of this cause for which execution may issue.

10. If in connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties, depending upon whether the deficiency arose out of the individual income, deduction, or mis-reporting of one or the other party and if so, to that extent. The parties agree to hold one another harmless for any and all amounts determined to be due and owing to the Internal Revenue Service under this paragraph, as well as any costs reasonably incurred to defend a return or representation at any audit of any return filed jointly by the parties.

11. 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 for which that party is not 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 expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

12. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

13. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce,and it shall in no way restrict either party's rights to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and

the property rights of the parties hereto, subject to the approval of the Court.

14. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of each party from all other obligations to support the other party and a discharge from all other claims arising out of their marital relationship and that each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by the wife and the husband, or any property that either of them may acquire in the future.

15. Each of the parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

16. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

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

18. It is further understood and agreed by and between the parties that this Marital Dissolution 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.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Chester F. Puckett
CHESTER F. PUCKETT

Barbara Jane Puckett
BARBARA J. PUCKETT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named CHESTER F. PUCKETT, who acknowledged that he executed the above Marital Dissolution Agreement for the purposes therein contained.

This the 19th day of Sept., 1996.

NOTARY PUBLIC

My Commission Expires: 2/28/99

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named BARBARA J. PUCKETT, who acknowledged that she executed the above Marital Dissolution Agreement for the purposes therein contained.

This the 19th day of Sept., 1996.

NOTARY PUBLIC

My Commission Expires: 2/28/99

The Court further finds that the current address of the parties is as follows: Husband - 535 Grove Creek Avenue, Nashville, TN 37214; Wife - 2811 Lower Walker's Creek Road, Goodlettsville, Tennessee 37072.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the costs of this cause are taxed to the Plaintiff, CHESTER F. PUCKETT, as set out in the Marital Dissolution Agreement, for which execution may issue, if necessary.

ENTERED this the 6 day of January, 1997.

Marietta M. Eagleton
JUDGE

Approved for Entry:

CANNON, CANNON & COOPER, P.C.

By: Grayson Smith Cannon
GRAYSON SMITH CANNON
Attorney for Plaintiff

One Northchase
1000 Northchase Drive, Suite 109
P. O. Box 749
Goodlettsville, TN 37070-0749
(615) 851-1880
BPR No. 13183

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Ms. Barbara Jane Puckett, 2811 Lower Walker's Creek Road, Goodlettsville, TN 37072, on this the 2 day of ~~December~~ January, 1997.

By: Grayson Smith Cannon
GRAYSON SMITH CANNON

STATE OF TENNESSEE

BOOK 10334 PG 860

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 06 day of JANUARY , 19 97 , in the Case Number 96D2773 between PUCKETT, CHESTER F. Plaintiff, and PUCKETT, BARBARA JANE Defendant, as same remains of record in Book 167A , Page 466 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 30 day of JANUARY in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

SEAL

**RICHARD R. ROOKER,** Clerk,

By C D Clark
Deputy Clerk