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D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

IRENA GERTRUDE HEON BAILEY,)
)
Plaintiff,)
vs.) No. 96D-3623
)
BRYAN EDGAR BAILEY,)
)
Defendant.)

BOOK 10429 PG 711

FINAL ORDER

This cause came to be heard on the 12th day of March, 1996, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interest in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves; that this Marital Dissolution Agreement should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Irene Gertrude Heon Bailey, be, and hereby is, awarded an absolute divorce from the Husband, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF TENNESSEE

IN THE CIRCUIT COURT FOR THE COUNTY OF DAVIDSON

IRENA GERTRUDE HEON BAILEY, Plaintiff, vs. BRYAN EDGAR BAILEY, Defendant.	)	No. 96D-3623 HON.

BOOK 10429 PG 712

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, entered into by and between Irena Gertrude Heon Bailey (hereinafter referred to as "Wife") and Bryan Edgar Bailey (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past that have rendered further marriage impossible; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, all obligations for the payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern; and

WHEREAS, the parties understand that sixty (60) days must elapse from the date of filing a complaint and this attached Agreement for the entry of a final Decree of Divorce to be entered.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

I. - DIVORCE

The Husband and Wife agree that the Wife shall proceed to obtain an Absolute Divorce from the Husband based upon the grounds of irreconcilable differences.

II. - CHILDREN

There are no children of this marriage.

III. - REAL ESTATE

The marital residence at 3005 Melody Lane, Nashville, TN 37214 is conveyed to the Husband subject to a lien to secure an obligation of the Husband to pay the Wife $15,000.00 for her current equity in the residence. This balance shall accrue interest at the rate of four percent (4%) until either (1) the residence is sold, or (2) thirteen years has elapsed from execution of the agreement. The Husband shall pay the first mortgage until closing and closing costs, if sold.

The parties jointly own a timeshare located in Westview Resort Complex in Florida. The payments are to be divided equally between the Husband and Wife and each is to share equal time in the time-share but the Deed of Trust Note is secured by [illegible] marital residence.

The marital residence is described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 151 on the Plan of Lincoya Hills, Section VI, as of record in Book 2331, page 71, Register's Office for said County.
>
> SAID Lots front 88.2 feet on the north side of Melody Lane, and extends back 170 feet on the east line and 188.4 feet on the west line, to a dead line in the rear on which it measures 142 feet.
>
> BEING the same property conveyed to Bryan E. Bailey and wife Irena G. Bailey by deed from Fay G. Knox, a widow of record in Book 8664, page 683, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any an all existing easements, restrictions and building setback lines of record, as well as all prior liens of record.

IV. - PERSONAL PROPERTY

The Husband and Wife agree with each other that their personal property has been divided between them to their mutual satisfaction, each party receiving the personal property each brought into the marriage, and no significant personal property having been acquired since the marriage.

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V. - DEBTS

The Husband and Wife agree that each hereby accepts responsibility for and agrees to pay those debts which he or she individually incurred prior to the date of this Agreement. The Husband shall be responsible for the deed of trust notes on the marital residence.

VI. - INDEMNIFICATION

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 [illegible] 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 other 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 fees.

VII. - COURT COSTS

The Husband agrees to pay the court costs incurred in this cause for which execution may issue, if necessary.

VIII. - ATTORNEY FEES

The Wife agrees to pay the attorney fees of both parties in this cause.

IX. - ENFORCEMENT

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 of reasonable expenses, including attorney fees, incurred in prosecuting the action.

X. - FINAL SETTLEMENT

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 under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, 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 owned by the parties, individually or jointly, or any property that either of them may accrue in the future.

XI. - BINDING ON ESTATES

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

XII. - VOLUNTARY AGREEMENT

It is understood and agreed between the parties that this Agreement is entered into without undue influences, fraud, coercion, or misrepresentations, 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 is being entered into voluntarily and with advice of counsel.

XIII. - FUTURE COOPERATION

It is understood and agreed between the parties that 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.

XIV. - SEVERABILITY

In the event any provision of this Agreement shall be held invalid by a court of competent jurisdiction, the invalidity of such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

XV. - ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties. There are not representations, warranties or promises other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties, having read this instrument and familiarized themselves thoroughly with its contents, have signed and executed said instrument on the dates below written.

WITNESSED BY:

Laura G. Holland

Laura G. Bailey
Plaintiff

DATED: 11-13-96

Bryan G. Bailey
Defendant

DATED: 11/22/96

It is further **ORDERED, ADJUDGED AND DECREED** that the parties inform this Court of any change of address within thirty (30) days of any such change, which address is different from the parties' present address hereafter stated:

Irene Bailey
539 Chandler Place
Hermitage, TN 37076

Bryan Bailey
3005 Melody Lane
Nashville, TN 37214

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It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against the Wife for which let execution issue, if necessary.

Entered this 25th day of March, 1997.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

KEVIN S. KEY, #9519
Attorney for the Plaintiff
217 Second Avenue North
Nashville, TN 37201
(615) 256-4080

Mail

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been sent by United States Mail, postage prepaid upon Bryan Edgar Bailey, 3005 Melody Lane, Nashville, TN 37214 on this the 13 day of March, 1997.

KEVIN S. KEY, #9519

BOOK 10429 PG 718

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 25 day of MARCH , 19 97 , in the Case Number 96D3623 between BAILEY, IRENA GERTRUDE HEON Plaintiff, and BAILEY, BRYAN EDGAR Defendant,

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as same remains of record in Book 267B , Page 1109 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 25 day of APRIL in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By CA Cullom
Deputy Clerk

0298171
IDENTIF. ▲ REFERENCE

97 APR 25 PM 3:17
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.