97A/622

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

IVARY LEE OWENS, Social Security Number [redacted]-3375, Plaintiff, vs. HOWARD L. OWENS, Social Security Number [redacted]-7796, Defendant.	)	DOCKET NO. 97D-138

BOOK 10430 PG 229

FINAL DECREE OF DIVORCE

This cause come on to be heard on the 18th day of March, 1997, before the Honorable Muriel J. Robinson, Judge of the Circuit Court of Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon the Marital Dissolution Agreement executed by the parties and previously filed in this cause and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences.

It is therefore ORDERED, ADJUDGED and DECREED that Plaintiff IVARY LEE OWENS is hereby awarded an absolute divorce from the Defendant HOWARD L. OWENS on the grounds of irreconcilable differences, T.C.A. Section 36-4-103, and the parties are hereby restored to all rights and privileges of unmarried persons.

The parties have no minor children. Wife's address is **2542 Bethwood Drive, Nashville, TN 37207.** Husband's address is **Edgehill Village, 1227 Hillside, Nashville, TN 37203.**

The Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, in a Marital Dissolution Agreement executed by these parties which is hereby approved and made the Order of this Court. A copy of said Agreement is attached hereto.

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

IVARY LEE OWENS, Social Security Number [redacted]3375, Plaintiff, vs. HOWARD L. OWENS, Social Security Number [redacted]7796, Defendant.	)	DOCKET NO. 97D-138

BOOK 10430 PG 230

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 _____ day of _____, 1996, by and between IVARY LEE OWENS, hereinafter referred to as "Wife," and HOWARD L. OWENS, 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 Davidson County Divorce action, Docket No. _____, the parties do agree as hereinbelow set out:

1. The parties acknowledge that there are no minor children born of this marriage.

2. The Wife's current address is 2542 Bethwood Drive, Nashville, TN 37207. The Husband's current address is Edgehill Village, 1227 Hillside, Nashville, TN 37203.

3. Each party shall retain the personal property that is currently in their possession and control, except that Husband shall be awarded the aquarium, lamp, recliner, pictures and Husband's sack of clothes.

4. The Wife owns a home at 2542 Bethwood Drive, Nashville, TN 37207, in Davidson County, Tennessee. The parties agree that the Wife shall be awarded the marital home and she shall pay and assume all liabilities on that real estate and she shall hold Husband harmless therefrom. The Husband shall quitclaim his interest, if any, in the home over to Wife within ten (10) days of being

presented with a Quitclaim Deed. The parties separated in Davidson County and agree that this Court has jurisdiction.

5. The Wife will receive the dinette set from Heilig Myers, the washing machine and related matters and the patio set from Sears, and the kitchen cabinets. She will be responsible for all payments and liabilities on these items.

6. The Wife will receive her workers' compensation settlement, if any, free and clear of any claim of the Husband.

BOOK 10430 PG 231

7. The Husband is awarded the Cadillac, titled in his name, and will be responsible for all debts and liabilities thereon. He will hold Wife harmless therefrom and indemnify her. The Wife is awarded the Oldsmobile and will be responsible for all debts and liabilities thereon.

8. Any debts which are in Husband's name will be solely Husband's responsibility. Any debts which are in Wife's name will be solely Wife's responsibility.

9. Each party will be awarded those accounts, investments and/or retirement benefits in their respective name(s), if any.

10. The Order of Protection currently in force against Husband shall remain in full force and effect. Husband may come around Wife but shall not threaten or harass her in any way. If Wife asks Husband to leave her home, he shall do so.

11. 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.

12. 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 any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

13. The income required to pay the debts which the Husband shall pay is necessary for the daily expenses of the Wife. The Husband's obligation to assume responsibility for paying certain debts and/or indemnify and hold the Wife harmless from any liability therefore shall be deemed to be

a support obligation under 11 U.S.C. § 523(5), which is not dischargeable in bankruptcy as to the Wife. It is also the intent of the parties that, to the extent possible under bankruptcy law, no property division shall be dischargeable under the bankruptcy laws.

14. 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 may also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

BOOK 10430 PG 232

15. The Wife shall be responsible for the prepaid costs involved in this matter. All non-prepaid costs shall be divided equally between the parties.

16. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending or about to be filed in the Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

17. The parties realize that Irene R. Haude is not a tax attorney and that she did not give tax advice. Both parties have had an opportunity to seek separate tax advice. Both parties realize that Irene R. Haude represents only Wife and that she did not give legal advice to Husband. Husband has had the opportunity to seek legal advice.

18. 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

20. The parties acknowledge that there are no assets owned by them, either jointly or

individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets and debts in which they have an interest or on which they have an obligation.

21. It is understood and agreed between the parties 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 and that it is being entered into voluntarily.

BOOK 10430 PG 233

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

23. 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.

24. 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.

25. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, or by Order of the Court and this requirement cannot be waived by oral agreement.

26. Upon the finalization of the divorce, Irene R. Haude is released as attorney of record.

BY ENTERING INTO THIS NOTARIZED AND SIGNED MARITAL DISSOLUTION AGREEMENT, THE HUSBAND WAIVES SERVICE OF PROCESS UPON HIM AND HE ALSO WAIVES THE FILING OF AN ANSWER TO THE COMPLAINT.

Ivary Lee Owens

IVARY LEE OWENS

Howard S. Owens

HOWARD L. OWENS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 10430 PG 234

Personally appeared before me, S Michelle Dodson, a Notary Public in and for the aforesaid County and State, IVARY LEE OWENS, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 2nd day of January, 1997.

S Michelle Dodson
NOTARY PUBLIC
My Commission expires: 7/22/2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Allen + Dale, a Notary Public in and for the aforesaid County and State, HOWARD L. OWENS, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in ~~31st~~ Nashville, TN, Tennessee, this 31st day of December, 1996.

NOTARY PUBLIC
My Commission expires: Jun 29, 2000

The Court affirmatively finds that Paragraph 4 of the Marital Dissolution Agreement provides that Husband shall quitclaim his interest in the property at 2542 Bethwood Drive, Nashville, TN 37207, to the Wife. Husband has not yet executed and returned the quitclaim deed. Therefore, the Court hereby divests any interest that Husband may have in the property described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 150 on the Plan of Shepardwood Section 2, of record in Book 4460, page 66, Register's Office, Davidson County, Tennessee, to which reference iss hereby made for a more complete and accurate description.
>
> BEING the same property conveyed to IVARY L. OWENS by Warranty Deed from JAMES M. KNIGHT and Wife, JACQUELINE M. KNIGHT of record in Book 9848, page 431, Register's Office for Davidson County, Tennessee.
>
> The property herein conveyed is subject to restrictive covenants of record in Book 4572, page 960, said Register's Office, and to the matters set forth in the above referenced plan of record.
>
> This property has the address of 2542 Bethwood Drive, Nashville, TN 37207.

and vests said property solely to Wife, here heirs and assigns forever. The recording of this Decree with the Register of Deeds' office shall serve as notice of the property transfer.

It is ORDERED, ADJUDGED and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

The final unpaid costs of this cause will be split evenly between the parties, for which execution may issue if necessary.

BOOK 10430 PG 236

Entered this 15th day of May, 1997.

JUDGE

APPROVED FOR ENTRY:

Irene R. Haude, #12104
Attorney for Plaintiff
Suite 208 Cavalier Building
95 White Bridge Road
Nashville, TN 37205
(615) 356-1580

Mail

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was furnished by U.S. Mail, postage prepaid, to HOWARD L. OWENS, Edgehill Village, 1227 Hillside, Nashville, TN 37203, on this the 15th day of May, 1997.

Irene R. Haude

BOOK 10430 PG 237

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 18 day of MARCH , 19 97 , in the Case Number 97D138 between OWENS, IVARY LEE Plaintiff, and OWENS, HOWARD L. Defendant, as same remains of record in Book 267A , Page 622 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 22 day of APRIL in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By Mary Cartwright Deputy Clerk

SEAL

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

3809 04/28 0101 03CHECK 36.00

97 APR 28 AM 9:27
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. → REFERENCE 0298312