IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 APR 30 PM 3:50

RICHARD R. RO... CLERK

D.C.

SHERRY JEAN SALYERS, PLAINTIFF/WIFE,	)	
vs.	)	No. 97D-396
LEMUEL CARL SALYERS, DEFENDANT/HUSBAND.	)	

BOOK 10489 PG 361

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 30 day of April, 1997 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint of the Plaintiff, *SHERRY JEAN SALYERS* (hereinafter referred to as "Wife"), and after testimony of the Wife it appeared to the Court that the parties hereto had encountered such irreconcilable differences in their marriage that a Final Decree of Divorce should be awarded pursuant to Tennessee Code Annotated § 36-4-101 (11);

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the Wife, be and is hereby awarded an absolute divorce of and from the Defendant, *LEMUEL CARL SALYERS* (hereinafter referred to as "Husband"), and that the bonds of matrimony heretofore subsisting by and between the parties be and they are completely and forever dissolved and that the Wife be and she is hereby restored to all of the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any and all property rights between said parties, and that the said Marital Dissolution Agreement is hereby approved and ratified by the Court and is incorporated as an Order of this Court set out as follows:

0314981
IDENTIF. + REFERENCE

97 JUN 11 PM 2:16
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

2004 06/11 0101 03CHECK 40.00

1740

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHERRY JEAN SALYERS,

PLAINTIFF/WIFE,

vs.

LEMUEL CARL SALYERS,

DEFENDANT/HUSBAND.

No. ~~97D-396~~

BOOK 10489 PG 362

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into by and between Plaintiff (hereinafter referred to as "Wife"), and Defendant (hereinafter referred to as "Husband"); SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

W I T N E S S E T H:

WHEREAS, the parties have been married since August 23, 1968 and there are no minor children of this marriage;

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable and that the Wife has expressed her intention to bring such an action against the Husband for an absolute divorce, and hereby confirms such intentions. The style of this cause is:

SHERRY JEAN SALYERS vs. LEMUEL CARL SALYERS, and bears Davidson County Fourth Circuit Court Docket No. 97D-396. The parties have entered into a notarized Marital Dissolution Agreement and the Defendant/Husband agrees to submit himself to the jurisdiction of this Court, waives further service and waives the filing of an Answer to the Complaint.

WHEREAS, the parties desire to agree upon and establish their rights and duties regarding their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW THEREFORE, in settlement and compromise of all property rights and questions and all matters of and arising by reason of the marital relationship and in consideration of mutual promises, the parties covenant as follows:

1. ***DIVORCE:*** The parties agree that the Wife shall obtain an absolute divorce based upon the ground of irreconcilable differences.

2. ***REAL PROPERTY:*** The parties own real property located at 807 South Chestnut Court, Hermitage, Davidson County, Tennessee 37076. The parties agree that each shall retain a one-half undivided interest in said property as tenants in common. The parties agree that Husband shall be responsible for mortgage payments and any other indebtedness upon said real property. The parties agree that Wife shall have sole and exclusive possession of said property. In the event Wife remarries or for any reason decides to give up possession of said property, then the parties agree to negotiate a buy-out of each other's interests in said real property and, in the event that cannot be done, that the property be listed for sale to a third party with Wife and Husband each splitting one-half of the net proceeds of said sale. Husband shall be allowed to deduct/claim the interest payments on said mortgage for the purposes of his Federal Income Tax Return.

3. ***AUTOMOBILES:*** Wife has in her possession a 1996 Toyota Camry automobile titled in Husband's name. Wife shall retain all right, title and interest to said automobile, Husband agrees to divest all right, title and interest he may have to said automobile and he agrees to pay the indebtedness thereupon and shall indemnify and hold Wife harmless. Husband shall maintain and pay for full coverage insurance on Wife's automobile with coverage equal to or in excess of what is currently being carried on said automobile through State Farm Insurance Company. Husband has in his possession an unencumbered 1992 Ford F150 pick-up truck titled in Husband's name and he shall retain all right, title and interest to said automobile as his separate property.

4. ***PERSONAL PROPERTY:*** The parties agree that they have equitably divided all personal property and each shall retain all right, title and interest to the personal property in their possession and agree to divest any right, title and interest they may have in the personal property of the other. This includes that

Wife shall have all right, title and interest to the household furnishings and property located at 807 South Chestnut Court, Hermitage, Davidson County, Tennessee. The parties agree that they have purchased a mobile home (trailer) during their marriage which is titled in Husband's name and is located at 4056 Andrew Jackson Parkway, Hermitage, Davidson County, Tennessee 37076, said property is unencumbered. Wife agrees to divest any right, title and interest she may have to said mobile home (trailer) and Husband shall be awarded sole possession of same.

Each party waives any and all rights they may have to the separate property of the other and agrees that settlement of their property herein provided shall constitute the permanent division and settlement thereof.

5. ***DEBTS:*** The parties agree that each shall be responsible for payment of their individual debts in their own names and Husband shall pay all joint debts in both parties' names and shall indemnify and hold Wife harmless.

6. ***ALIMONY:*** Husband agrees to pay directly to Wife alimony in the amount of Two Thousand Dollars ($2,000.00) per month until her death or remarriage. Husband's payments to Wife shall be in the amount of One Thousand Dollars ($1,000.00) on the 7th and One Thousand Dollars ($1,000.00) on the 25th of each month.

7. ***MEDICAL/HEALTH INSURANCE:*** Husband agrees to maintain and pay for medical/health insurance for Wife including payment of all expenses not paid by insurance including deductibles until Wife's death or remarriage, whichever occurs first.

8. ***LIFE INSURANCE/ACCIDENTAL DEATH INSURANCE POLICIES:*** The parties have agreed that Husband will maintain and pay for the following life insurance and accidental death insurance policies with the Wife being the beneficiary on Husband's individual policies and Husband being the beneficiary on Wife's individual policies:

A. **PRIMEAMERICA INDEMNITY AND LIFE INSURANCE COMPANY**, Policy No. 0412064777;

B. **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, Policy No. G 56111;

C. **ALLSTATE INSURANCE COMPANY**, Policy No. C0690641215361;

D. **TRAVELERS INSURANCE COMPANY**, Policy No. GA23000;

E. **L & N CREDIT UNION INSURANCE**;

F. **NATIONS BANK (BANK SERVICES) MAX ACCOUNT**;

G. **CPA INSURANCE COMPANY**, Policy Nos. FG 4020 and G-3210.

9. ***INCOME TAX RETURN:*** The parties agree that they shall file a joint income tax return for 1996 and shall divide equally any refund and if there is any tax liability, Husband shall be responsible for paying the same and shall indemnify and hold Wife harmless.

10. ***BONDS:*** The parties have acquired EE Series Bonds during their marriage. The parties agree to divide them equally.

11. ***RETIREMENT PLAN:*** The parties agree that Husband shall be awarded all right, title and interest to his CSX 401K Retirement Fund, other than any divorced spouse benefit(s) to which Wife may be entitled. Husband declares he has made a full disclosure as to his contributions and current and future values.

12. ***IRA:*** Husband has a Pioneer II Class A IRA Account No. 002-9200714549. Wife has a Pioneer II Class A IRA Account No. 002-9200714558. The parties agree that each party shall retain their respective IRA as their separate property and each agrees to divest any interest they may have to the other's IRA.

The parties further agree that they shall each maintain the other as the beneficiary of their IRA.

13. ***CREDIT UNION SAVINGS ACCOUNT:*** The parties have a joint L & N Federal Credit Union Savings Account with an approximate amount of $1,577.00, which is to be divided equally between the parties.

14. ***CHECKING ACCOUNT:*** The parties have a joint checking account at Nations Bank in Nashville, Tennessee, Account No. 10-601-021-0, which the parties agree to divide equally.

15. Each party shall be responsible for payment of their individual ***ATTORNEY'S FEES***.

16. It is understood and agreed by the parties that the

Husband shall pay the ***COURT COSTS*** in this action.

17. It is agreed and understood between the parties that each of the parties shall be solely and separately responsible for paying any and all debts hereafter contracted or incurred by him or her. Should either party be compelled to pay any debt contracted or incurred by the other party, or by the failure of either party to pay their respective agreed upon debts, the party for whose benefit such payment is made agrees to indemnify and hold the other party harmless from any and all liability on such indebtedness, and to reimburse the other party to the full extent of the amount paid by the other party, including any interest and legal expense paid by the other party in defending the claim of the creditor or otherwise.

18. Should either party be compelled to institute legal proceedings to seek enforcement of any provision of this Agreement or have to defend any legal proceedings as a result of the other party's failure to act or to pay an obligation, the prevailing party and/or the innocent party shall be entitled to all reasonable expenses, including attorney's fees and Court costs incurred in such action.

19. Each of the parties will execute and deliver to the other party any and all documents that may be reasonably required to accomplish the intentions of this agreement and shall do all other things necessary to this end.

20. It is further mutually agreed and understood that after the signing of this instrument, both parties shall be forever barred from any right, claim, dower, or interest in and to the property of the other.

21. It is understood and agreed between the parties that this agreement is intended to be final settlement of all property 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.

22. 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 this agreement is fair and equitable and is being entered into voluntarily.

23. This agreement contains the entire understandings of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their signatures on the day and date below.

DATE: 4-13-97 Sherry Jean Salyers
SHERRY JEAN SALYERS

DATE: 4-13-97 Lemuel C Salyers
LEMUEL CARL SALYERS

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ***SHERRY JEAN SALYERS***, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 13th day of April, 1997.

Notary Public

My Commission Expires:

11-22-97

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ***LEMUEL CARL SALYERS***, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 13th day of April, 1997.

Notary Public

My Commission Expires:

11-22-97

IT IS FURTHER ORDERED, ADJUDGED and DECREED, pursuant to Paragraph 2, **"REAL PROPERTY"** of the Marital Dissolution Agreement, the real property is divested from the parties as tenants by the entirety and reinvested in the parties as tenants in common with each party owning a one-half undivided INT/ interest therein, said property being described as follows:

> Being Lot Number 51 on the Plan of Caleb Chase A Planned Unit Development, of record in Plat Book 6250 at pages 821 and 822, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being all of the property conveyed to Lemuel C. Salyers and wife, Sherry J. Salyers, by Deed of record in Book 8549, page 390, Register's Office for said County.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause shall be assessed against Husband, for which execution may issue if necessary.

ENTERED this 30th day of April, 1997.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

MAC E. ROBINSON, JR. # 11864
ROBINSON & ROBINSON
430 Third Avenue, North - Suite 301
Nashville, TN 37201
(6150 259-2802
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been mailed by U.S. mail, postage prepaid, or hand delivered, to Lemuel Carl Salyers, 4056 Andrew Jackson Parkway, Hermitage, TN 37076, on this 30 day of April, 1997.

Mac E. Robinson, Jr.

MINI

BOOK 10489 PG 370

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 30 day of APRIL , 19 97 , in the Case Number 97D396 between SALYERS, SHERRY JEAN Plaintiff, and SALYERS, LEMUEL CARL Defendant, as same remains of record in Book 268C , Page 1740 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 11 day of JUNE in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Goodwin
Deputy Clerk