IN THE FOURTH CIRCUIT COURT

FOR THE TWENTIETH JUDICIAL DISTRICT OF TENNESSEE

AT NASHVILLE

CHARLES COMER POTTS,

Plaintiff,

VS.

BETTY JO POTTS,

Defendant.

CIVIL ACTION NUMBER 91D-4511

BOOK 10517 PG 973

FINAL DECREE

This cause came on to be heard on this the 13th day of April, 1992, before The Honorable Meriel Robinson Rice, Judge, upon the original complaint, testimony of the plaintiff, statement of counsel, the marital dissolution agreement heretofore entered into by the parties, and the entire record in this cause, from all of which the Court finds that irreconcilable differences exist between the parties; that the complaint was filed on December 6, 1991; that the defendant was personally served with process on December 20, 1991; that the plaintiff should have an absolute divorce from the defendant and be restored to all the rights and privileges of an unmarried person; that the written property settlement agreement heretofore entered into between the parties provides adequate and sufficient provision for the equitable settlement of any property rights between them and it should be approved and made a part of this judgment.

IT IS, THEREFORE, ORDERED and ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the plaintiff, Charles Comer Potts, and the defendant, Betty Jo Potts, be and the same are hereby, forever and perpetually dissolved and for nothing held; and that the plaintiff, Charles Comer Potts, be and is hereby granted an absolute divorce from the defendant, Betty Jo Potts, and restored to all the rights and privileges of an unmarried person.

IT IS, FURTHER, ORDERED and ADJUDGED by the Court that the property settlement agreement entered into between the parties be and the same is hereby, approved, which agreement is attached hereto as Exhibit A and is incorporated herein by reference, and which is a follows:

IN THE FOURTH CIRCUIT COURT

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AT NASHVILLE

CHARLES COMER POTTS,

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CIVIL ACTION NUMBER

91D-4511

BOOK 10517 PG 974

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into by and between Charles Comer Potts, hereinafter referred to as "Husband," and Betty Jo Potts, hereinafter referred to as "Wife," both residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS the parties hereto were married on July 25, 1953, in Madison, Tennessee, and unto this marriage no children were born; and

WHEREAS the husband has instituted divorce proceedings seeking an absolute divorce in the Fourth Circuit Court of Davidson County, Tennessee, being Civil Action Number 91D-4511; and

WHEREAS the parties have acquired certain personal property and they desire to enter into an agreement respecting their rights, title and interest in such property; and

WHEREAS the parties now desire to clarify, amplify and make more specific their respective rights and obligations.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the husband and the wife as follows:

1. **SEPARATION.** Certain irreconcilable differences have arisen between the parties since their marriage, and they now live separate and apart from each other and neither will harass or interfere with the other in any manner or in any way.

2. **HOUSEHOLD GOODS AND FURNISHINGS.** The parties have heretofore divided their household goods and furnishings and each

party will retain those items now in his or her possession free from any claim of the other party.

3. **WIFE'S MOTOR VEHICLE.** The wife will receive, free from any claim of the husband, the automobile presently in her possession, subject to any and all indebtedness thereon and she will hold the husband harmless on any and all such debts.

4. **HUSBAND'S MOTOR VEHICLE.** The husband will receive, free from any claim of the wife, the automobile presently in his possession, subject to any and all indebtedness thereon and he will hold the wife harmless on any and all such debts.

5. **DEBTS.** The husband will be responsible for and pay all the debts owed by the parties at the time of their separation and he will hold the wife harmless on any and all such debts. Each party will be responsible for his or her debts incurred since the separation of the parties.

6. **REAL PROPERTY.** All right, title, and interest of the husband in and to the real property owned by the parties located at 405 Edwin Avenue, Nashville, Tennessee, will be divested out of him and vested in the wife, said property being described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 70 on the Plan of Joywood Subdivision of record in Book 974, page 45, Register's Office for Davidson County, Tennessee, described as follows:
>
> SAID Lot No. 70 fronts 50 feet on the northerly side of Edwin Avenue, formerly Edwards Avenue, and runs back between parallel lines 175 feet to a dead line measuring 50 feet thereon.
>
> BEING the same property conveyed to Charles Comer Potts and wife, Betty Jo Potts by deed from Joseph T. Drennan and wife, Rose M. Drennan of record in Book 5185, page 758, said Register's Office.

7. **BANK DEPOSITS.** The parties have approximately Thirty Thousand Dollars ($30,000) on deposit with one or more financial institutions. The wife will receive such funds as her own separate property, free from any claim of the husband.

8. **ATTORNEY'S FEES.** Each party will be responsible for his or her attorney's fees.

9. **COURT COSTS.** The husband will pay the costs of this cause.

IN WITNESS WHEREOF, the parties have executed this agreement in Davidson County, Tennessee.

BOOK 10517 PG 976

CHARLES COMER POTTS

Date 2-18-92

BETTY JO POTTS

Date 2-25-92

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Charles Comer Potts, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within agreement for the purposes therein contained. Witness my hand and official seal at Madison, Tennessee, this 28th day of FEBRUARY, 1992.

Amanda Smith
NOTARY PUBLIC

My commission expires:
MY COMMISSION EXPIRES
JULY 23, 1994

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Betty Jo Potts, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within agreement for the purposes therein contained. Witness my hand and official seal at NASHVILLE, Tennessee, this 26TH day of FEBRUARY, 1992.

Amanda Smith
NOTARY PUBLIC

My commission expires:
MY COMMISSION EXPIRES
JULY 23, 1994

IT IS, FURT[illegible], ORDERED and ADJUDGED by the Court that the husband shall pay the costs of this cause.

For all of which execution may issue, if necessary.

JUDGE

4-13-92

TO BE ENTERED:

Dennis Clifton Wright 4138
Attorney for plaintiff
632 West Old Hickory Boulevard
Madison, Tennessee 37116-0181

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CERTIFICATE OF SERVICE

I Certify that a copy of the foregoing has been delivered to the defendant, Betty Jo Potts, 405 Edwin Drive, Nashville, Tennessee, 37207, by depositing the same in the United States Mail, postage prepaid, this 13th day of April, 1992.

Dennis Clifton Wright

MAIL ENV.

97 JUL -3 PM 2:03

FELIA[illegible]
DAVIDSON COUNTY, TN

0322969

IDENTI[illegible] CERTIFICATE

0810 07/03 0101 03CHECK 24.

BOOK 10517 PG 978

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 13 day of APRIL , 19 92 , in the Case Number 91D4511 between POTTS, CHARLES COMER Plaintiff, and POTTS, BETTY JO Defendant, as same remains of record in Book 204C , Page 2068 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 03 day of JULY in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL