IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Chester Ray Mays,
SS# [redacted]-6233

Plaintiff,

v.

Sandra Lynn Mays,
SS# [redacted]-0549

Defendant.

No. 93D-3445

BOOK 10542 PG 741

**FINAL DECREE**

This cause came before the Honorable Marietta Shipley, Judge, Second Circuit Court of Davidson County, Tennessee, on Dec 15, 1993, upon Plaintiff's Complaint for Absolute Divorce, the executed Marital Dissolution Agreement, Notice of Submission of these documents, and the entire record in this cause, from all of which the Court affirmatively finds as follows:

1. The parties have irreconcilable differences.

2. The parties have in a written Marital Dissolution Agreement made adequate and sufficient provision for the equitable settlement of all property rights between them. There are no minor children.

3. The Marital Dissolution Agreement should be approved.

4. The statutory waiting period has elapsed.

5. The parties' current residence addresses are:

Mr. Chester Ray Mays
705 Hidden Hill Drive
Hermitage, TN 37076

Ms. Sandra Lynn Mays
811 Brooks Mill Circle
Hermitage, TN 37076

It is, therefore, ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement that is set out in the following pages be approved and made the order of the Court.

0330353
IDENTIF. ↑ REFERENCE

97 JUL 25 PM 2:59
FELIX ... REGISTER
DAVIDSON CO. TN.

8952 07/25 0101 03CHECK 36.00

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

| | | |
|---|---|---|
| Chester Ray Mays,<br>SS# [redacted]-6233<br><br>Plaintiff,<br><br>v.<br><br>Sandra Lynn Mays,<br>SS# [redacted]-0549<br><br>Defendant. | ) | No. B Thompson<br>93D-3445<br>SECOND CIRCUIT |

BOOK 10542 PG 742

**MARITAL DISSOLUTION AGREEMENT**

This Agreement made and entered into by and between Chester Ray Mays ("Husband") and Sandra Lynn Mays ("Wife") subject to the following premises, terms and conditions:

**WHEREAS**, the parties are experiencing marital difficulties that have made reconciliation impossible and a complaint for absolute divorce is being filed in the Circuit Court for Davidson County, Tennessee; and

**WHEREAS**, the parties desire to enter into this Marital Dissolution Agreement, which Agreement they consider to settle equitably all property rights existing between them; and

**WHEREAS**, the parties desire that the Court approve this Marital Dissolution Agreement, and that the same be made a part of any Final Decree of Divorce entered in this case;

**NOW, THEREFORE,** for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RESIDENCE**. Husband shall become the sole owner of the residence of the parties, being improved property known as 705 Hidden Hill Drive, Hermitage, Tennessee 37076. Husband shall be responsible for payment on the first mortgage with Bailey Mortgage Company, shall hold Wife harmless thereon and indemnify her therefor. As a division of Marital property, Wife hereby quitclaims to Husband all of her rights, title and interest in and to said property, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Hidden Hill, of record in Book 4860, page 43, Register's Office for Davidson County, Tennessee.

Said Lot No. 3 fronts 92.53 feet on the southerly side of Hidden Hill Drive and extends back 163.56 feet on the westerly line and 150 feet on the easterly line to a dead line in the rear, measuring 140 feet thereon.

BOOK 10542 PG 743

Being the same property conveyed to Chester Ray Mays and wife, Sandra Lynn Mays, by deed from J & B Investments of record in Book 6353, page 792, Register's Office for Davidson County, Tennessee.

2. **IRS LIEN**. The Internal Revenue Service currently has a lien on the residence of the parties and other property. That lien is being paid by monthly installments. The parties agree that each shall be responsible for one-half of the amounts owed to the Internal Revenue Service. The parties each agree to hold the other harmless and indemnify therefor for any amounts paid beyond the one-half share. The share also includes one-half of such interest and penalty as may accrue until the share is paid. In consideration of Wife's agreement to pay one-half of the IRS debt and as a further division of marital property, Husband agrees that if he sells the residence at 705 Hidden Hills Drive, any equity remaining after costs and payment of the first mortgage shall be used to reduce the IRS debt. If there is equity left after that, it will be split equally between the parties.

3. **FURNITURE AND FURNISHINGS**. The parties have divided their furniture and furnishings. Each party shall retain those items in his or her possession, with no claim to those items by the other party.

4. **OTHER PERSONAL PROPERTY**. Husband shall become the sole owner of the bass boat, pop-up camper, Kawasaki four-wheeler, and gun collection. Wife shall have no claim to those items.

5. **VEHICLES**. Wife shall become the sole owner of the 1988 Toyota Camry. She shall be responsible for all obligations on that vehicle, shall hold Husband harmless thereon and indemnify him therefor. Husband shall become the sole owner of the 1987 Ford Pickup, shall be responsible for all obligations on it, hold Wife harmless thereon and indemnify her therefor.

6. **ALIMONY**. Both parties are employed. Both parties waive all rights to alimony and all spousal support of any kind, past, present or future.

7. **PENSION AND RETIREMENT ACCOUNTS**. Any pension and retirement accounts presently in the name of each respective party shall remain the property of that party. Neither party shall any claim to any pension or retirement account of the other, past, present or future.

BOOK 10542 PG 744

8. **ACCOUNTS**. All banking accounts of the parties have been separated. Neither party shall have any claim to any account of the other.

9. **DEBTS**. The parties acknowledge that they have disclosed to one another all existing debts and obligations which they may have separately or jointly. Husband shall be responsible for the debt to Blazer Finance. Wife shall be responsible for the Union Planters Mastercard. The parties shall hold harmless the other party on those obligations and indemnify each other therefor. The parties shall each be responsible for any other indebtedness in his or her name respectively, shall hold harmless the other party thereon and indemnify each other therefor.

10. **DISCLOSURE OF ALL ASSETS**. 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 in which they have an interest.

11. **ESTATE WAIVER**. 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, curtsey, 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.

12. **ATTORNEY'S FEES AND COURT COSTS**. Each party shall be responsible for his or her own attorney's fees. Husband agrees to pay the court costs.

BOOK 10542 PG 745

13. **AGREEMENT ENTERED INTO VOLUNTARILY**. The parties understand and agree that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not stated herein. Each party has full knowledge of the value of the other's estate. The provisions of this Agreement and the legal effect of such provisions are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being executed voluntarily and with the opportunity to obtain the independent advice of counsel.

14. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth in this Agreement. The law of the State of Tennessee will govern this Agreement in all respects.

15. **FULL SETTLEMENT OF PROPERTY RIGHTS**. This Agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to execute all necessary documents and to perform all other acts necessary to carry out the full intent and purpose of this Agreement. As approved by the Court, this Agreement is a full and final settlement of the parties' property rights as between each other.

16. **FUTURE LEGAL PROCEEDINGS**. If a creditor of either party makes a claim against the other party, and if that claim is upheld by a court of competent jurisdiction, and if the other party is required to pay a debt for which he or she is not responsible, either by contract or pursuant to the terms of this Agreement, then

the party against whom such claim is made will be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including a reasonable attorney fee. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this Agreement, then he or she will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action.

17. **MODIFICATION**. A modification or waiver of any provision of this Agreement will be effective only if made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any provision of this Agreement will not be construed as a waiver of any subsequent default of the same or similar nature.

18. **INCORPORATION**. The parties mutually agree that this Agreement, subject to the Court's approval, shall be incorporated in and made a part of any Final Decree of Divorce which may be entered hereafter.

19. **SEVERABILITY**. If any portion of this Agreement is held illegal, unenforceable, void or voidable by any court, each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.

20. **WAIVER OF SERVICE OF PROCESS**. By entry into this Agreement, Wife waives the need for service of process of the Complaint for Absolute Divorce.

**IN WITNESS WHEREOF,** the parties set their signatures below.

Chester Ray Mays

Chester Ray Mays

Sandra Lynn Mays

Sandra Lynn Mays

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Chester Ray Mays, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 18th day of Sept, 1993.

Notary Public

My Commission Expires: [illegible]

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sandra Lynn Mays, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 18 day of Sept, 1993.

Notary Public

My Commission Expires: [illegible]

It is further ORDERED, ADJUDGED and DECREED that Plaintiff, Chester Ray Mays, be awarded an absolute divorce from Defendant, Sandra Lynn Mays, on the ground of irreconcilable differences; that both parties be restored to all the rights and privileges of unmarried persons; and that the bonds of matrimony heretofore existing between the parties be forever dissolved.

The costs of this cause shall be taxed to the Plaintiff, Chester Ray Mays.

BOOK 10542 PG 748

This 15 day of December, 1993.

Marietta Shipley, Judge

APPROVED FOR ENTRY:

McMACKIN, GARFINKLE, McLEMORE & WALKER

By: _____
Robert M. Garfinkle
Tn. Bar No. 5354
150 Fourth Avenue North, Suite 1650
P.O. Box 198947
Nashville, TN 37219
(615) 255-4545

Attorneys for Chester Ray Mays

**CERTIFICATE OF SERVICE**

I hereby certify that a true and exact copy of the foregoing Final Decree has been placed in the U.S. Mail, postage prepaid, and properly addressed to:

Ms. Sandra Lynn Mays
811 Brooks Mill Circle
Hermitage, TN 37076

this 13 day of December, 1993.

Robert M. Garfinkle

BOOK 10542 PG 749

**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 SECOND Circuit Court for Davidson County, Tennessee, on the 15 day of DECEMBER , 19 93 , in the Case Number 93D3445 between MAYS, CHESTER RAY Plaintiff, and MAYS, SANDRA LYNN Defendant, as same remains of record in Book 151C , Page 1544 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 14 day of JULY in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.

SEAL

**RICHARD R. ROOKER,** Clerk,

By B. Kahn
Deputy Clerk