IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

97 NOV -7 PM 3:30

CLERK

D.C.

REBECCA P. HAMES SIMMONS,)
)
Plaintiff/Wife,)
)
vs.) DOCKET Nº 96276
)
CECIL D. SIMMONS,)
)
Defendant/Husband.)

BOOK 10757 PG 933

BK 1599 PG 503

FINAL DECREE OF DIVORCE

THIS CAUSE CAME TO BE HEARD on the 7th day of November, 1997, before the Honorable Judge Cornelia A. Clark, on the Complaint for Absolute Divorce filed by Wife, Answer and CounterComplaint filed by Husband, both of which are being withdrawn and the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; statement of counsel, and the entire record in this cause, from all of which this Court is of the opinion and so finds as follows:

That from the testimony presented to the Court, it appears that the parties hereto have irreconcilable differences in their marriage; it is, therefore

ORDERED, ADJUDGED and DECREED that the Plaintiff/Wife, Rebecca P. Hames Simmons, is hereby awarded an absolute divorce from the Defendant/Husband, Cecil D. Simmons, on the grounds of irreconcilable differences in their marriage and the parties are hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written, executed Marital Dissolution Agreement, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the fair and equitable settlement of any property rights. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

IDENTIF. ↑ REFERENCE 0390240

98 JAN 14 PM 4:02

FELIX Z. ... REGISTER DAVIDSON COUNTY, TN.

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

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

FILED 11/7 19 97 M
ENTERED BOOK PAGE
JOE HERBERT AP

REBECCA P. HAMES SIMMONS,)
)
Plaintiff/Wife,)
)
vs.) DOCKET Nº 96276
)
CECIL D. SIMMONS,)
)
Defendant/Husband.)

BOOK 10757 PG 934

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made this the 4th day of November, 1997, between **REBECCA P. HAMES SIMMONS** (hereinafter referred to as "Wife") and **CECIL D. SIMMONS,** (hereinafter referred to as "Husband");

WHEREAS, the parties were married on April 7, 1984 ; and

WHEREAS, the parties have no children born of this marriage; and

WHEREAS, the parties have consequent of disputes and apparent irreconcilable differences wish to make arrangements in the connection with the dissolution of their marriage and to settle all property, support and marital property and debts growing out of the marital relationship;

IT IS THEREFORE AGREED that, for and in consideration of the mutual promises and premises herein contained, the parties agree as follows:

1. **Business Interests.** All interest of the Wife in Century II Promotions, Inc., be divested out of her and vested solely in the Husband. The Husband shall receive all personal property and bank accounts held in the name of Century II Promotions, Inc. and Husband shall be solely liable for any and all liabilities of Century II Promotions, Inc., and shall hold Wife harmless from any liability thereon. Wife's pending cause of action against Century II Promotions, Inc. and the counter-suit of Century II Promotions, Inc. against the Wife shall both be dismissed with prejudice to the refiling of same. Husband agrees to reimburse Wife in the amount of One Thousand Nine Hundred Eighty-Seven and 50/100 ($1,987.50) Dollars for costs to Von Harshman, CPA, in connection with this divorce.

Any interest of the Husband in Wife's separate business known as Beckie Simmons Agency shall be divested out of Husband and vested solely in Wife. Wife shall receive all personal property and bank accounts in her possession and held in the name of Beckie Simmons Agency and Wife shall be solely responsible for any and all liabilities in the name of Beckie Simmons Agency and shall hold Husband harmless from any liability thereon.

2. **Individual Retirement Accounts.** Each of the parties have individual retirement accounts in their own names of approximate equal values. Each party shall receive their individual retirement account in their respective names, free and clear of any claims of the other party.

3. **Bank Accounts.** The personal bank accounts, certificates of deposit or other liquid accounts of the parties shall be divided as follows:

Wife shall receive the NationsBank Account No. 0108086001; NationsBank Account No. 6010126339; NationsBank Account No. 01112308481; NationsBank Account No. 6010126347; SunTrust Bank Account No.7080122026; and SunTrust Bank Account No. 7020444605.

Husband shall receive the First American National Bank No. 000271714; NationsBank Account No. 0108176639; NationsBank Account No. 0108097186.

In addition, Husband shall receive the following accounts as Trustee for his Mother, NationsBank Account No. 17303740001 and NationsBank Account No. 6200069224.

4. **Life Insurance.** Wife shall receive State Farm life insurance policy number 1407-4386 in her name and any cash surrender value on that policy. Husband shall receive State Farm life insurance policy number 1407-4388, 0085-1165 and 0112-0464 in his name and any cash surrender value on that policy. Husband shall also receive the Woodman of the World Life Insurance Policy in his name.

5. **Division of Sale of Proceeds.** The parties have previously paid into the Court the net profits, plus accumulated interest from the sale of the real property at 1205 Hood Drive, Williamson County, Tennessee. Husband waives any claim of separate property in said proceeds, and agrees that the funds currently being held by the Circuit Court Clerk of Williamson County, pursuant to an Agreed Order entered on July 1, 1997, shall be equally divided and distributed between the parties.

6. **Real Property.**

A. The parties currently own as tenants in the entirety the real property located at 523 Heather Place in Nashville, Davidson County, Tennessee. Said real property at 523 Heather Place in Nashville, Tennessee is more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 3 of Bock "J" on the Map of Berryhill Gardens, as of record in Book 1130, page 36, Register's Office for said County. BOOK 10757 PG 936
>
> Said Lot No. 3 fronts 70 feet on the southerly side of Heather Place and extends back 103.6 feet on the westerly line and 102.2 feet on the easterly line to a dead line in the rear measuring 64 feet thereon.
>
> Being the same property conveyed to Cecil D. Simmons and Rebecca J. Simmons by Quitclaim Deed from Larry D. Woods, Trustee of record in Book 7922, Page 645, Register's Office for Davidson County, Tennessee.

Husband and Wife agree that Wife shall execute a Quitclaim Deed to Husband and that Husband will execute a Promissory Note to the Wife secured by a Deed of Trust for Seventy Thousand ($70,000.00) Dollars to be paid to Wife in five (5) annual installments, not bearing interest, with the first payment being due on October 1, 1998. Husband will continue to be responsible for paying all property taxes, insurance and maintenance on the real property and will hold Wife harmless from any further liability thereon. At such time as Husband sells said real property or in the event of Husband's death, Wife will be entitled to receive thirty-five (35%) percent of the net proceeds from the sale of this real property, less the amounts which she has received from the Husband in payment of the Promissory Note set forth above. For example, if the property sells for $250,000.00, and Wife had been paid one installment, she would receive $87,500.00 minus $14,000.00 received, or $73,500.00 at closing. Wife is to be paid the thirty-five (35%) percent of the proceeds of the sale offset by prior payments at the closing of the sale and will agree to execute documents necessary to list this real property for sale.

B. Husband shall receive the condominium at 5600 Country Drive, No. 101, Nashville, Davidson County, Tennessee, where his Mother is currently residing and Wife shall execute a Quitclaim Deed conveying her interest to Husband. Husband shall be solely responsible for the mortgage, taxes and maintenance on this real property and shall agree to hold Wife harmless from any liability thereon.

C. Husband shall receive two limited partnership units at Chelsea Place in Murfreesboro, Rutherford County, Tennessee and Wife shall receive the unimproved tract of

land in Gatlinburg, Tennessee which is in her sole name.

7. **Automobiles.** Wife shall receive the 1992 Cadillac automobile currently in her possession, and Husband will transfer all right, title and interest in said automobile to Wife.

8. **Personal Property.** Wife shall receive all of her jewelry and personal effects and the two computers in her possession. Wife will also receive her Father's mirror and other personal effects still at Century II Promotions, Inc. as well as all personal property in her possession and Husband shall receive the personal property in his possession. BOOK 10757 PG 937

9. **Health Insurance.** Husband agrees to pay for and assist the Wife in continuing her current health insurance coverage through Century II Promotions, Inc. at Husband's cost for a period of eighteen (18) months after the execution of this Agreement and to co-operate with Wife in the event she can continue to pay for such health insurance premiums under COBRA.

10. **Attorney Fees.** Each party shall be responsible for their own attorney fees and discretionary costs.

11. **Court Costs.** The Court costs in this cause will be equally divided by the parties.

12. **General Provisions:**

A. In the event that a creditor of either party seeks to compel the other party 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 which 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's fees.

B. In the event that 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 be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

C. 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. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged

by the remaining terms of this agreement.

D. It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding now pending in the Circuit Court of Williamson County, Tennessee. This Agreement is submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

E. It is further 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 of any and all claims arising out of their marital relationship.

F. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter required 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, dissent, or distribution, or right to act as an 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.

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

H. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation and with the advise of counsel. The provisions of this Agreement and their legal effect are fully known by each other of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

I. 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.

IN WITNESS WHEREOF, the parties have set their signatures.

11-4-97
DATE

Rebecca Pitts Simmons
REBECCA PITTS SIMMONS

11-6-97
DATE

Cecil D. Simmons
CECIL D. SIMMONS

STATE OF TENNESSEE }
COUNTY OF Davidson }

Personally appeared before me, Helen S. Rogers, a Notary Public in and for the aforesaid State and County, the within-named, **REBECCA PITTS SIMMONS,** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that she executed the within instrument for the purposes therein contained.

Helen S Rogers
NOTARY PUBLIC

My Commission Expires 11/25/2000.
DATE

STATE OF TENNESSEE }
COUNTY OF Williamson }

Personally appeared before me, Lee Davies, a Notary Public in and for the aforesaid State and County, the within-named **CECIL D. SIMMONS,** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that he executed the within instrument for the purposes therein contained.

Lee Davies
NOTARY PUBLIC

My Commission Expires 11/23/2001.
DATE

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K\S.D.\SIMMONS\MDA|4776|

It is, therefore, **ORDERED, ADJUDGED and DECREED** that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, are hereby approved by the Court and made a judgment hereof in all respects.

All costs of this cause are to be paid equally by the parties in this cause for which execution may issue if necessary.

Entered this the 7th day of November, 1997.

BK 10757 PG 940

Cornelia A. Clark

JUDGE CORNELIA A. CLARK

State of Tennessee, County of WILLIAMSON
Received for record the 10 day of
DECEMBER 1997 at 8:01 AM. (RECN 245506)
Recorded in official records
Book 1599 Page 503- 510

APPROVED FOR ENTRY:

Helen S Rogers

HELEN S. ROGERS, Nº7025
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R. E. Lee Davies

R. E. LEE DAVIES, 00947
HARTZOG, SILVA & DAVIES
123 Fifth Avenue North
Franklin, Tennessee 37065
Phone: (615) 790-1500

I, Joe Herbert, Circuit Court Clerk, Williamson County, Tennessee, do hereby certify that a copy of this (judgement) (Final Decree MDA) has been mailed to Helen Rogers & R.E. Lee Davies This 7th day of November, 1997

Joan Herbert
Clerk

Notebook 59 Page 55
State Tax $ .00 Clerks Fee $ .00,
Recording $ 32.00, Total $ 32.00,
Register of Deeds SADIE WADE
Deputy Register KAREN OWENS

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

OFFICE OF CIRCUIT COURT CLERK

For Williamson County, Tennessee

I, JOE HERBERT, Clerk of said Court, do hereby certify that the foregoing is a true, perfect and complete copy of the FINAL DECREE DIVORCE of said court, pronounced NOVEMBER 7, 19 97, in the case of REBECCA HAMES SIMMONS against CECIL SIMMONS as appears of record now on file in my office, in Minute Book 140 on page 140-143.

In testimony whereof, I have hereunto set my hand and affixed the seal of the court, at office at Courthouse at Franklin, on this, the 4TH day of DECEMBER 19 97

Joe Herbert Clerk

By Juanita Lindsey D. C.