10979-296

279B/12

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

98 MAR 16 PM 4:17

RICHARD R. ROOKER, CLERK

D.C.

LINDA M. POWELL,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**NO: 97D-3319**
	)	
LEWIS B. POWELL,	)	
	)	
Defendant.	)	

PICK-UP

98 JUN 16 PM 2:39

FELIX Z. MILLER, REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

0451390

FINAL DECREE

This cause came to be heard on the 11th day of March, 1998, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves; that this Marital Dissolution Agreement should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Linda M. Powell, be, and hereby is, awarded an absolute divorce from the Husband, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

FILED
97 FEB 26 PM 3:23
RICHARD R.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into on the dates set forth beside their signatures below, by and between **LINDA M. POWELL**, hereinafter referred to as "Wife", and **LEWIS B. POWELL**, hereinafter referred to as "Husband":

WITNESSETH

WHEREAS, there is now pending a Complaint for Divorce in the Fourth Circuit Court for Davidson County, Tennessee, which bears Docket No. 97D-3319, wherein Wife seeks an absolute divorce from Husband on the grounds of irreconcilable differences; and

WHEREAS, the parties desire to agree upon and fix 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, and for the custody, support and visitation of the parties' minor children.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. **CUSTODY, CHILD SUPPORT AND VISITATION:** As there are no minor children of this marriage, no provision for same is hereby made.

2. **REAL PROPERTY:** A. The parties acknowledge that Husband and Wife presently own real property and improvements thereon, located at 8148 Terry Lane, Hermitage, Davidson County, Tennessee 37076 more particularly described as follows:

> BEING Lot 33, Section Four, Hermitage Estates, as recorded in Book 3700, Page 148, Register's Office, Davidson County, Tennessee.
>
> BEING the same property conveyed to Lewis B. Powell, Jr. and wife, Linda M. Powell by Warranty Deed from John S. Hastings and wife, Kathryn B. Hastings of record in Book 10385, Page 580, Register's Office for Davidson County, Tennessee.

This is improved property known as 8148 Terry Lane, Hermitage, Davidson County, Tennessee 37076.

B. As to said real estate, the parties agree that any and all of Wife's right, title and interest in and to said real estate shall be divested out of Wife, and vested in Husband.

3. VEHICLES: A. Wife shall be and is vested with sole right, title, and interest in and to the 1991 Toyota Celica GTS, and Husband shall be and is divested of any right, title, or interest in and to said vehicle. Wife shall be solely responsible for all insurance and/or maintenance associated with said vehicle from and after March 1, 1998.

B. Husband shall be and is vested with sole right, title, and interest in and to the 1996 Jeep Grand Cherokee, and Wife shall be and is divested of any right, title, or interest in and to said vehicle. Husband shall be solely responsible and shall hold harmless and indemnify Wife for the outstanding indebtedness due and owing on the 1996 Jeep Cherokee in the amount of $379.00 due and owing to Chrysler/Gold Key. Husband shall be and is vested with sole right, title, and interest in and to the 1972 Monte Carlo and the 1978 Chevrolet Corvette which were both acquired prior to the marriage of the parties, and Wife shall be and is divested of any right, title, or interest in and to same. Husband shall be solely responsible for insurance on all vehicles mentioned in 3(A) and 3(B) until March 1, 1998 at which time Husband shall be solely responsible for insurance on all vehicles mentioned in 3(B) only and Wife shall be responsible for insurance on all vehicles mentioned in 3(A) above. Wife shall surrender her set of keys to the 1996 Jeep Grand Cherokee to Husband immediately.

4. PERSONAL PROPERTY: The parties agree that they have already mutually divided all personal property such that all personal property presently in possession of Husband or located at the marital residence shall be and is his sole and exclusive property (except as otherwise set forth below); and, all personal property presently in possession of Wife or located at her residence shall be and is her sole and exclusive property (except as otherwise set forth below).

Wife shall obtain the following items from the marital residence no later than thirty (30) days from the entry of the Final Decree of Divorce.

1. Personal family pictures;
2. Photographs still stored at the house reflecting events in Mrs. Powell's life prior to their marriage.

Husband shall obtain from Wife the following items no later than thirty (30) days from the entry of the Final Decree of Divorce.

1. One full set of all photographs taken of their respective vacations, parties, holidays together, and birthday parties of the grandchildren.
2. Wife's set of keys to the marital residence.

5. HEALTH INSURANCE: Wife expressly agrees that she shall continue to maintain Husband upon her group medical insurance plan presently provided for through her employer until March 1, 1998 at which time Husband will pay directly to Wife the sum of

$170.00 to reimburse Wife for the monthly premium attributable to the insurance coverage provided for Husband. Each party shall be solely responsible for his/her deductible or other medical or hospitalization expenses not otherwise covered by the foregoing insurance plan.

From and after entry of the Final Decree of Divorce, Husband shall be solely responsible for obtaining medical insurance coverage for himself.

6. **DEBTS:** A. Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for any and all indebtednesses appearing solely in her name, unless otherwise set forth herein.

B. Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for any and all indebtednesses appearing primarily or solely in his name, unless otherwise set forth herein.

C. Neither party shall be authorized to make any charge upon any account for which the other party may be held liable, except as otherwise set forth in this Agreement.

7. **BANK ACCOUNTS:** The parties expressly agree that any bank account solely in the name of Wife shall be and is her sole and exclusive property and any bank account solely in the name of Husband shall be and is his sole and exclusive property.

8. **PENSION BENEFITS AND OTHER INVESTMENTS:** Each party shall be awarded sole title to, interest in, and possession of, all monies in pension plans, mutual funds, IRA's, savings accounts, and all other investment accounts in the name of that party.

9. **ALIMONY:**The parties expressly acknowledge that neither party shall receive any support, maintenance or alimony from the other party.

10. **INCOME TAXES:** The parties expressly agree that they will file their 1997 Federal Income Tax Returns jointly and shall divide equally any refund that may be forthcoming and or any liability that may be due and owing.

11. Wife and Husband each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Wife nor Husband shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Wife and Husband that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the

parties, and each acknowledges receipt of a copy of this Agreement.

12. The parties acknowledge that Attorney David R. Kennedy, has represented Wife and Husband has represented himself in the negotiations surrounding the preparation of this instrument; and both parties understand and agree with the contents of said Agreement. The parties acknowledge that the aforesaid attorney claims no expertise nor any special knowledge regarding the tax ramifications surrounding this Agreement and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding the ramifications and effect of signing this statement by the aforesaid attorney as to the tax implications surrounding said instrument.

13. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523 (5) of the Bankruptcy Code, this obligation being part of the financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

14. Wife shall be and is solely responsible for her reasonable attorneys fees incurred in this matter and all of the costs of this cause, for which let execution issue if necessary.

15. The parties agree that in the event that either party shall find it necessary to file a petition in any court of competent jurisdiction to enforce any provision contained in this Agreement; or, in the event that a party shall become a defendant in any action filed by a third party as the result of the other party's non-compliance with any provision of this Agreement, upon a judicial determination by said court that either party has failed to comply, the prevailing party shall be awarded all of his or her reasonable attorneys fees and costs incurred as a result of said petition or action.

16. This Agreement shall be submitted to the Court and, if approved, shall be incorporated into any Final Decree of divorce granted to the Wife on the ground of irreconcilable differences, with the understanding that Wife and Husband shall be bound thereby, but if disapproved shall be of no force and effect.

17. Both parties agree that each of them shall sign any and all documents, deeds, or bills of sale, as shall be necessary to effectuate the intent of this Agreement.

18. By their signatures hereinafter below, both parties herewith acknowledge that Davidson County is the proper jurisdiction and venue of this action and each of them waive statutory or personal service of process.

19. The parties acknowledge that, upon the entry of a Final Decree of Divorce in this cause, any attorney of record shall be released from any further representation of his/her respective client, and shall no longer be held as surety for subsequent court costs or for service of process.

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated directly beneath their respective names.

Lewis B. Powell

LEWIS B. POWELL
"Husband"

DATE: 18 FEB 98

Linda M. Powell

LINDA M. POWELL
"Wife"

DATE: Feb 24, 1998

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 LINDA M. POWELL, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 24th day of FEBRUARY, 1998.

William J. Ewin
NOTARY PUBLIC

My Commission Expires: JULY 25, 1998

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 LEWIS B. POWELL, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 18th day of February, 1998.

Joel D Leonard
NOTARY PUBLIC

NOTARY PUBLIC AT LARGE DAVIDSON, TENNESSEE

My Commission Expires: 9-18-99

It is further **ORDERED, ADJUDGED AND DECREED** that the parties inform this Court of any change of address within thirty (30) days of any such change, which address is different from the parties' present addresses hereafter stated:

Linda M. Powell
1626 Sugar Creek Circle
Nashville, TN 37214

Lewis B. Powell
8148 Terry Lane
Hermitage, TN 37076

It is **ORDERED, ADJUDGED AND DECREED** that the costs are assessed equally against the parties for which let execution issue, if necessary.

ENTER this 16th day of March, 1998.

It is Ordered that the real property located at 8148 Terry Lane in Davidson County Tennessee is transferred to Lewis B. Powell free of. Claim of wife. MJ

JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
615-244-2202

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on the Honorable David Randall Kennedy, Hermitage Executive Building, Suite 200, 4207 Lebanon Road, Hermitage, TN 37076-1219, by placing same in the U. S. Mail, postage prepaid, on this 4th day of March, 1998.

D. SCOTT PARSLEY

BOOK 10979 PG 304

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 16 day of MARCH , 19 98 , in the Case Number 97D3319 between POWELL, LINDA M. Plaintiff, and POWELL, LEWIS B. Defendant, as same remains of record in Book 279B , Page 1251 of the Minutes of said Court.

1707 06/16 0101 01CASH 36.00

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 16 day of JUNE in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk

By _____ Deputy Clerk