FILED
1999 AUG 31 AM 9
RICHARD R. ROOKER, C
B Murray

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MYRA ELLISE MYERS HAYNES,
Social Security No. [redacted]-3500

Plaintiff,

vs.

JAMES ARTHUR HAYNES,
Social Security No. [redacted]-2006

Defendant.

Docket No. 99D-1703

FINAL DECREE

THIS CAUSE came on to be granted before the Honorable Marietta M. Shipley, Judge, this 31 day of August, 1999, upon the entire record, including the signed, notarized Marital Dissolution Agreement.

The Court affirmatively finds that there are no minor children of the parties.

The Court further affirmatively finds that a previous divorce action between the parties was filed under docket number 94D-3526 but was dismissed on February 17, 1998, for want of prosecution.

The Court further affirmatively finds that the parties have entered into a Marital Dissolution Agreement which is as follows:

PICK-UP
99 SEP 13 PM12:52
ALL [illegible] RECORDED
DAVIDSON CO. TN.
REGISTER
0635045
REFERENCE
7600 09/13 0101 03CHECK 38.00

SECOND CIRCUIT

FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

99 JUN -8 AM 11:02

RICHARD R. ROOKER, CLERK

BOOK 11659 PAGE 238

MYRA ELLISE MYERS HAYNES,
Social Security No. [redacted]-3500

Plaintiff,

D.C. Docket No. 99D1703

vs.

JAMES ARTHUR HAYNES,
Social Security No. [redacted]-2006

Defendant.

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between MYRA ELLISE MYERS HAYNES (hereinafter "Wife"), and JAMES ARTHUR HAYNES (hereinafter "Husband").

W I T N E S S E T H:

WHEREAS the parties have been married since March 3, 1967, and there are three (3) children born to this union, all of whom are now more than eighteen (18) years of age, and

WHEREAS certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground will be instituted in the Circuit Court for Davidson County, Tennessee, and

WHEREAS the parties have been separated since June 10, 1993, and they have no expectation of resuming their marital relationship, and

WHEREAS the parties desire to enter into an Agreement with regard to their respective rights and obligations arising out of the marital relationship in an amicable and mutually acceptable manner such that said divorce shall proceed uncontested,

NOW THEREFORE, in consideration of mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations the parties agree as follows:

1. PERSONAL PROPERTY: The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects presently in the possession of the Wife shall be her sole and separate property. All furniture, furnishings and personal effects presently in the possession of the Husband shall be his sole and separate property.

2. AUTOMOBILES. The 1987 Buick LeSabre automobile titled in Wife's name shall be vested solely in Wife.

3. DISABILITY BENEFITS. Husband is presently receiving disability benefits from the U. S. Railroad Retirement Board. All disability benefits shall be vested solely in Husband, and Wife relinquishes all right, title and interest in and to any disability benefits to which he may be entitled.

4. RETIREMENT BENEFITS. Husband is vested in and will be entitled to retirement benefits from the U. S. Railroad Retirement Board. Husband does hereby grant, convey and assign a one-half (½) interest in and to any and all retirement benefits to which he is now or may become entitled, to Wife. Husband shall execute any and all documents necessary to convey this one-half (½) interest as required by U. S. Railroad Retirement Board.

5. REAL ESTATE. The parties own as tenants by the entireties property located at 3218 Hinkle Drive, a legal description being as follows:

> Land in Davison County, Tennessee, being Lot No. 9 on Hinkle Drive, as shown on the Bordeaux Hills Addition Plan, of record in Book 4460, page 9, Register's Office for said County.
>
> Being the same property conveyed to James A. Haynes and Wife, Myra E. Haynes, by deed from Elva Hines and Husband Burleigh Hines of record in Book 4746, page 557, Register's Office for Davidson County, Tennessee.
>
> This conveyance was made subject to restrictions of record in Book 4495, page 859, Register's Office for Davidson County, Tennessee; easements, set back lines and conditions or owner's certificate, etc., as shown on plan of record in Book 4460, page 9, Register's Office for Davidson County, Tennessee.

Husband does hereby grant and convey unto Wife a life estate in said real property, including the right to occupy the residence exclusively and without any interference or disturbance by Husband. Wife shall have the exclusive right to sell the property on condition, however, that the net proceeds from sale will be divided equally between Husband and Wife. Wife assumes responsibility for the payment of the mortgage indebtedness and holds Husband harmless from any liability that may result from her failure to do so.

6. ATTORNEYS FEES. Each party shall be responsible for his or her own attorneys fees.

7. COURT COSTS. Wife shall pay all litigation tax and court costs for the divorce action to be filed.

8. Each party shall execute, acknowledge, and deliver any and all instruments and documents in writing which shall reasonably be required for the purposes of effectuating the provisions and intent of this Marital Dissolution Agreement.

9. Subject to the provisions of this Marital Dissolution Agreement, Wife shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Husband or his estate may be or become liable. If Wife does incur such debt, Wife shall indemnify and hold harmless Husband to the full extent of the amount of the debt, including interest, expenses, legal expenses and attorney's fees. Subject to the provisions of this Marital Dissolution Agreement, Husband shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Wife or her estate may be or become liable. If Husband does incur such a debt, Husband shall indemnify and hold harmless Wife to the full extent of the amount of debt, including interest, expenses, legal expenses and attorney's fees.

10. Except as may be otherwise expressly provided in this marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce, relinquish and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, courtesy, distribution and intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties of the Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her legal heirs, legal representatives, executors, administrators and assigns, remise, release and forever discharge the other of all claims, causes of action, demands and rights, in law and equity, which either party ever had or now has against the other, except any and all causes for action for a divorce.

11. In the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provisions of this Marital Dissolution Agreement, he or she shall also be entitled to a judgment for reasonable expenses incurred in prosecuting such action, subject to court approval, including but not limited to, attorney's fees and court costs.

12. The parties desire that this Marital Dissolution Agreement be incorporated as part of any final judgment of divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee, or in any other court having appropriate jurisdiction of the parties and to that end agree that it shall be submitted to the court for its ratification and approval.

13. This Marital Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understandings between them, other than those agreements and understandings expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by any one on behalf of them, other than those expressly mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

14. The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, misrepresentation, or for any reason not herein stated. The parties are being represented by their respective attorneys in connection with the negotiation and preparation of this Marital Dissolution Agreement. Each party acknowledges that he/she has read this Marital Dissolution Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement.

15. Husband, pursuant to Tennessee Code Annotated, § 36-4-103, waives further service of process and waives the filing of an Answer to the Complaint which will be filed in the Circuit Court for Davidson County, Tennessee, copy of which has been furnished to him.

IN WITNESS WHEREOF, Wife has signed this Marital Dissolution Agreement on the 4th day of June, 1999; and Husband has signed this Marital Dissolution Agreement on the 4th day of June, 1999.

Myra Ellise Myers Haynes
MYRA ELLISE MYERS HAYNES

James A Haynes
JAMES ARTHUR HAYNES

Date: June 4, 1999

Date: June 4, 1999

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, **MYRA ELLISE MYERS HAYNES**, with whom I am personally acquainted (or 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 4th day of June, 1999.

Brenda C Cathey
NOTARY PUBLIC

My Commission Expires:

March 24, 2001

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, **JAMES ARTHUR HAYNES**, with whom I am personally acquainted (or 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 4th day of June, 1999.

Brenda C Cathey
NOTARY PUBLIC

My Commission Expires:

March 24, 2001

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court:

1. That the Plaintiff, MYRA ELLISE MYERS HAYNES, be granted an absolute divorce from the bonds of matrimony presently subsisting between her and the defendant, JAMES ARTHUR HAYNES, and the parties shall be restored to all the rights and privileges of unmarried persons.

2. That the Marital Dissolution Agreement herein described shall become the Decree of this Court in its entirety.

3. That in order to implement the provisions of the Marital Dissolution Agreement incorporated in this Final Decree, MYRA ELLISE MYERS HAYNES is awarded, and the Railroad Retirement Board is directed to pay, an interest in the portion of JAMES ARTHUR HAYNES' benefits under the Railroad Retirement Act (45 U.S.C. § 231, et seq.) which may be divided as provided by section 14 of that Act (45 U.S.C. § 231m). MYRA ELLISE MYERS HAYNES' share shall be computed by multiplying the divisible portion of JAMES ARTHUR HAYNES' monthly benefit by a fraction, the numerator of which is the number of years JAMES ARTHUR HAYNES worked for a railroad employer during the period of the marriage (March 1967 through August 1999), and the denominator of which shall be JAMES ARTHUR HAYNES' total number of years employed by a railroad employer at retirement, and then dividing the product by two.

4. That all costs shall be paid by Plaintiff, MYRA ELLISE MYERS HAYNES.

ENTER this 31 day of August, 1999.

MARIETTA M. SHIPLEY, Judge

APPROVED FOR ENTRY:

ROY A. MILES, JR. (BPR No. 2569)
Attorney for Plaintiff
1215 First American Center
315 Deaderick Street
Nashville, Tennessee 37238-1215
(615) 242-2525

CERTIFICATE OF SERVICE

I, Roy A. Miles, Jr., hereby certify that I have forwarded a true copy of the foregoing Final Decree via first class mail, postage prepaid, this 16th day of August, 1999, as follows:

Mr. James Arthur Haynes
1712 Villa Place
Nashville, Tennessee 37212

ROY A. MILES, JR.

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 31 day of AUGUST , 19 99 , in the Case Number 99D1703 between HAYNES, MYRA ELLISE MYERS Plaintiff, and HAYNES, JAMES ARTHUR Defendant, as same remains of record in Vol. 801 , Page 146814 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 10 day of SEPTEMBER in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Monica England
Deputy Clerk

SEAL