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

99 FEB -8 PM 4:02

RICHARD R. ROOKER, CLERK

GARY ERVIN MILLS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**No. 98D-2764**
	)	
SHERRY ANN MAGEE MILLS,	)	
	)	
Defendant.	)	

BOOK 11694 PAGE 251

FINAL DECREE OF DIVORCE

This cause came on to be heard on February 8, 1999 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff and upon the Marital Dissolution Agreement presented to the Court. Upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage. It is therefore,

ORDERED, ADJUDGED and DECREED that Plaintiff, Gary Ervin Mills, should be and is hereby awarded an absolute divorce from the Defendant, Sherry Ann Magee Mills, on the grounds of irreconcilable differences and the parties are restored to all rights and privileges of unmarried persons.

Pursuant to T.C.A. Section 34-4-103(b) the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. It is further,

ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement settling, adjusting and compromising the property rights and all matters arising by reason of the marital relationship signed by the parties is in worlds and figures as follows:

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RECORDED
99 OCT-7 AM 9:58

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
99 JAN 25 PM 4:17
RICHARD R. ROOKER, CLERK

GARY ERVIN MILLS,
([redacted]-3135)
Plaintiff,

vs.

SHERRY ANN MAGEE MILLS,
([redacted]-3118)
Defendant.

No. 98D-2764

MARITAL DISSOLUTION AGREEMENT

This agreement, made and entered into this 13th day of Ja 1999, by and between Gary Ervin Mills, hereinafter referred to as "Husband," and Sherry Ann Magee Mills, hereinafter referred to as "Wife," both residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and the Husband has filed with the Circuit Court of Davidson County, Tennessee a complaint for absolute divorce bearing Docket No. 98D-2764; and

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

NOW, THEREFORE, in consideration of the promises and covenants herein recited, and in settlement inter se of their rights and obligations, and in settlement, division and distribution of their respective property rights and property interests, and in settlement, satisfaction and release of all marital rights and obligations of each party, the parties of their own accord but without collusion have agreed as follows:

I. INTERFERENCE

Each party shall be free from interference, authority and control, direct or indirect, by the other party as fully as if he or she were single and unmarried. ~~Neither shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her.~~ MI

II. TAX EXEMPT STATUS AND INCOME TAX

This agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but represents a division of property by co-owners. The parties agree to file a joint tax return for the 1998 tax year. Subject to Husband providing evidence that he has had tax deducted from his salary for all of 1998, Wife will be responsible for any tax liability thereon.

III. TRIAL

Husband shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

IV. CHILD CUSTODY

There are no minor children of the parties.

V. HOUSEHOLD FURNITURE AND FURNISHINGS

The parties have divided the personal property of the parties and such personal property in the possession of either spouse upon the final hearing in this cause shall be vested in that party and divested from the other.

VI. AUTOMOBILES

Husband shall have possession of the 1997 Olds Cutlass and the 1989 Toyota Camry and assumes full responsibility for said vehicles, and will hold Wife harmless as to any debt thereon, while Wife shall maintain possession of the 1993 Buick Park Avenue, and will hold Husband harmless as to any debt thereto.

VII. SUPPORT

Husband shall pay to Wife alimony of $650.00/month for 12 months, beginning February 1, 1999, said alimony to be reduced to $550.00/month with payments beginning February 1, 2000, and continuing for an additional 48 months. All payments due on the first of each month.

VIII. PENSIONS OR RETIREMENT BENEFITS

Pension or retirement benefits of either party will become the sole and exclusive property of that party free and clear from any claim thereto by the other party. This includes Husband's 401(k) plan and Husband and Wife's separate IRAs.

IX. REAL PROPERTY

The Husband and Wife are presently the owners of certain real property located at 515 Foundry Drive, Nashville, Tennessee, 394 Annex Drive, Nashville, Tennessee, and 7461 Harness Drive, Nashville, Tennessee. With regard to said real property, the parties agree as follows:

Wife shall have all right, title and interest in and to all of the real property, and the Husband hereby waives any interest in, or rights to said real property he may have. All interest in and to said real property is hereby divested out of the Husband and vested solely in the Wife. Husband specifically agrees to quitclaim to Wife any interest he may have therein. The property is hereby described more specifically as follows:

Being Lot No. 1 on the Plan of Section 2, Foundry Heights, as of record in Book 3600, page 16, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Gary E. Mills and wife, Sherry M. Mills by deed from Thomas R. Lewis and wife, Sheila Lewis of record in Book 6856, page 16, Register's Office for Davidson County, Tennessee.

This is improved property known as 515 Foundry Drive, Nashville, Tennessee 37209.

Being Lot No. 1207, Charlotte Park, Section 21, as recorded in Book 3700, page 10, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Gary E. Mills and wife, Sherry M. Mills by deed from James L. Mylcraine and wife, Leanne M. Mylcraine, of record in Book 7249, page 480, Register's Office for Davidson County, Tennessee.

This is improved property known as 394 Annex Avenue, Nashville, Tennessee 37209.

Land in Davidson County, Tennessee, being Lot No. 270 on the plan of Resubdivision of Lots 268-277, Section 5, Cross Timbers, of record in Book 4300, page 90, Register's Office for said County.

Said Lot No. 270 fronts 93.5 feet on the southerly margin of Harness Drive and extends back 150 feet between parallel lines to a dead line.

Being the same property conveyed to Gary E. Mills and wife, Sherry M. Mills by deed from Robert D. Noe and wife, Vickie L. Noe, of record in Book 8226, page 266, Register's Office for Davidson County, Tennessee.

This is improved property known as 7461 Harness Drive, Nashville, Tennessee 37221.

Wife hereby agrees to be solely responsible for and hold the Husband harmless therefrom the timely repayment of the mortgage indebtedness, insurance, taxes, and maintenance on said real property. Further, Wife agrees, that within 180 days of the granting of this divorce, she will refinance the mortgage indebtedness on 7461 Harness Drive to make her the sole indebted party and to remove husband from any liability thereon. If said refinancing does not occur within the prescribed time, then the property will be sold and the mortgage indebtedness paid, & proceeds will be wifes In consideration of Wife completing said refinance in a timely fashion, Husband shall contribute $15,000.00 toward the equity line payoff on said house, said payment being due on date of closing.

X. EXISTING DEBTS AND OBLIGATIONS

There are no joint marital debts which are not provided for in other sections of this agreement. However, the Wife shall be responsible for the MasterCard account held in her name only and will hold Husband harmless therefore.

XI. BANK ACCOUNTS AND INVESTMENT ACCOUNTS

Each party shall retain the sole and exclusive ownership of his or her separate bank accounts including checking, savings, cash management or brokerage accounts free and clear of any claim of the other party. Wife shall retain her interest in the investment partnership known as Peachtree. Husband expressly agrees that he is divested of any right, title and interest in Wife's share and that the same is vested solely in Wife. Further, Husband agrees

that his interest in said partnership is hereby divested from him and vested solely in Wife. Therefore, any and all interest held by the parties in the partnership known as Peachtree is vested from Husband and vested solely in Wife.

XII. INSURANCE

Husband presently provides Health Insurance coverage through his employment for the Wife. Wife shall be allowed to retain said insurance for her benefit at her own expense under the Cobra coverage of said policy.

XIII. ATTORNEYS' FEES

The parties will be responsible for their own attorney fees.

XIV. ENFORCEMENT PROVISION

In the event either party has to petition the court for enforcement of any of the provisions of this agreement, then the party at fault shall be responsible for reasonable attorney's fees, expenses and court costs in the enforcement of same.

XV. ACCEPTANCE BY THE PARTIES

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 U.S.C. Section 523 (5) of the Bankruptcy Code, this obligation being part of the final 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 party is set forth elsewhere in the Marital Dissolution agreement.

XVI. FAIRNESS OF THE AGREEMENT

Both parties acknowledge that the provisions of this agreement are fair, adequate and satisfactory.

XVII. VOLUNTARY ACCEPTANCE

The provisions of this agreement and their legal effect have been fully explained to the parties by counsel and each party

acknowledges that the agreement is fair and equitable, that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XVIII. ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

XIX. 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 nad 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 and claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation statutory allowance, homestead rights, rights 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.

XX. APPROVAL OF COURT

It is acknowledged that this agreement shall be submitted to and in all respects shall be subject to the approval of the court before which the wife's action for divorce may be pending. The execution of this agreement by each party signifies his or her consent to submit to the jurisdiction of said court and it is stipulated that in the event this agreement is so approved and the existing bonds of matrimony be dissolved, this entire agreement shall be incorporated in the final order or decree of divorce.

XXI. ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessasry to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this agreement in its entirety prior to the signing thereof and that they have signed same voluntarily.

Witness our hands this 13th day of January, 1999, as to Husband and this 7th day of January, 1999, as to Wife.

Gary Ervin Mills
GARY ERVIN MILLS

Sherry Ann Magee Mills
SHERRY ANN MAGEE MILLS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Edward L. Hilard, a Notary Public, in and for said county, GARY ERVIN MILLS, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledges that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville (city) Davidson County, Tennessee, this the 13th day of January, 1999.

Edward L. Hilard
NOTARY PUBLIC

My Commission Expires: March 24, 2001

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, in and for said county, SHERRY ANN MAGEE MILLS, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledges that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, (city) Davidson County, Tennessee, this the 7th day of January, 1999.

ALAN D. MAZER NOTARY PUBLIC AT DAVIDSON COUNTY, TENN.

My Commission Expires: 5/26/02

My Commission Expires MAY 26

It is further,

ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement is approved by the Court in all respects and made a part of the order of this Court. The Court finds that the agreement is sufficient and provides for the equitable division of property rights between the parties. It is further,

ORDERED, ADJUDGED and DECREED that Husband shall pay the costs of this cause for which execution may issue if necessary.

ENTER this 8th day of Feb., 1999.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

EDWARD L. HILAND #5778
Attorney for Husband
Washington Square, Suite 105
214 Second Avenue North
Nashville, TN 37201
(615) 251-6968

CERTIFICATE OF SERVICE

This is to certify that on the 8th day of February, 1999, a true and correct copy of the foregoing was sent, via United States Postal Service, postage pre-paid to the following: Sherry Ann Magee Mills, 7461 Harness Drive, Nashville, TN 37221 and to Alan Mazur 212 Third Ave, North, Nashville, TN. 37201

EDWARD L. HILAND

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 08 day of FEBRUARY , 19 99 , in the Case Number 98D2764 between MILLS, GARY ERVIN Plaintiff, and MILLS, SHERRY ANN MAGEE Defendant, as same remains of record in Vol. 494 , Page 90624 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 13 day of SEPTEMBER in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk