BOOK 11742 PAGE 326

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1999 OCT 11 PM 4:04

RICHARD R. ROOKER, CLERK

B Murray D.C.

PICK-UP

GRACE JUANITA SCRUGGS,

Complainant,

vs.

MACK ELGIN SCRUGGS,

Defendant.

No. 97D-1659

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FINAL DECREE

This cause came on to be heard on the 11th day of October, 1999, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Complainant, testimony of Complainant, statements of counsel for the parties and upon the record as a whole, from all of which the Court finds that the parties have suffered irreconcilable differences;

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the Complainant, Grace Juanita Scruggs, be and is hereby awarded an Absolute Divorce from the Defendant, Mack Elgin Scruggs, on the ground of irreconcilable differences, Section 36-4-101(11), Tennessee Code Annotated, and that each party be and is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to Section 36-4-103(b), Tennessee Code Annotated, the Court affirmatively finds that the defendant has been served personally with proper process and that the parties hereto have made adequate and sufficient provision by written agreement for the equitable and just settlement of any and all property rights currently existing between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

FILED

MARITAL DISSOLUTION AGREEMENT

1999 OCT 11 PM 4:04

RICHARD R. ROOKER, CLERK

This Agreement made and entered into by and between GRACE ~~and MACK ELGIN~~ **JUANITA SCRUGGS**, hereinafter called the "wife", **SCRUGGS**, hereinafter called the "husband", in Nashville, Davidson County, Tennessee.

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and as a result, there is currently pending in the Circuit Court for Davidson County, Tennessee, a suit for Absolute Divorce filed by the wife against the husband bearing Docket No. 97D-1659; and

WHEREAS, these parties are currently living separate and apart and desire to settle their rights and interests regarding disposition of their real and personal property and their obligations of support each to the other, they have agreed upon the following as evidenced by their signatures hereto, and they contract as follows:

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving their marriage.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions 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:

CHILDREN

1. The parties acknowledge that there are no minor children of the marriage and that none is expected.

ALIMONY

2(a). The parties are aware and understand that their obligation to hold the other harmless on an indebtedness may be a non-dischargeable debt under Title 11 of the United States Code.

2(b). Each party hereby waives any and all other claims for alimony against the other.

PROPERTY SETTLEMENT

3. The parties acknowledge that at the time the parties married, the husband owed real property located at 912 Ward Street, Nashville, Tennessee (residence hereafter). The husband shall retain said residence, free and clear of the wife's interest, and to that end, any interest which the wife may have in said residence is hereby divested out of the wife and vested in the husband. The husband shall be responsible for paying any and all indebtedness on said residence, including, but not limited to, insurance, taxes and maintenance costs. Furthermore, Mack Elgin Scruggs shall pay to Grace Juanita Scruggs for her interest in said residence the sum of five thousand dollars ($5,000.00), to be paid as follows: three thousand dollars at the time of the divorce and the remaining two thousand dollars ($2,000.00) at the rate of one hundred dollars ($100.00) per month for twenty (20) consecutive months. Said monthly payments shall commence on the 10th day of the month immediately following the month in which the divorce is granted and continue on the 10th day of each month subsequent month, until paid in full. Grace Juanita Scruggs shall have a judgment against Mack Elgin Scruggs in the amount of two thousand dollars ($2,000.00) and Grace Juanita Scruggs shall have and hereby is granted a lien on said residence, which is more particularly described as follows:

A tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Land in Davidson County Tennessee, being the east 20 feet of Lot No. 57 and the west 40 feet of Lot No. 56 on the Map of T. I. Ward's re-subdivision of certain lots in Williams and Hayes Company's Bellview Plan, as of record in Book 974, page 48, Register's Office for said County.

Said parts of said lots adjoin and front together 60 feet on the South side of Ward Street and run back between parallel lines 200 feet to a dead line.

Being the same property conveyed to Charles C. Cole and wife, Maude G. Cole, by deed from Woodbine Homes, Inc., a Tennessee corporation, of even date with this instrument, which is to be recorded in Book 3220, Page 491, said Register's Office.

Being the same property conveyed to Mack E. Scruggs by deed from Maude G. Cole, widow of Charles C. Cole, as of record in Book 4356, Page 467, said Register's Office.

In the event Mack Elgin Scruggs fails to pay to Grace Juanita

Scruggs the two thousand dollars ($2,000.00) as hereby ordered,

Grace Juanita Scruggs shall have the option of foreclosing on the residence, in which event Grace Juanita Scruggs shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorney fees, costs of documentary evidence, abstracts and title reports. In the event Grace Juanita Scruggs exercises her right to foreclose under this order, Mack Elgin Scruggs waives all right to homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, statutory right to an elective share in the residence.

4. The parties acknowledge that they have already divided their household furniture, furnishings, and appliances and each party shall retain the sole and exclusive ownership of said items of personal property in his or her possession at the time of the signing of this Agreement.

5. The wife shall retain the 1991 Chevrolet automobile free and clear of the husband's interest. Accordingly, the husband's interest in said automobile is hereby divested out of him and is hereby vested in the wife. Said automobile is unencumbered. The husband within five (5) days after the divorce shall execute all documents necessary to place title to said automobile in the wife's name only.

6. The husband shall retain the 1991 Plymouth automobile free and clear of the wife's interest. Accordingly, the wife's interest in said automobile is hereby divested out of her and is hereby vested in the husband. Said automobile is unencumbered. The wife within five (5) days after the divorce shall execute all documents necessary to place title to said automobile in the husband's name only.

7. Each party shall retain his or her retirement/pension benefits, free and clear of the other's interest and each party shall retain all financial accounts in his or her name, free and clear of the other's interest. Accordingly, the wife's interest in the husband's retirement/pension benefits and all of his financial accounts is hereby divested out of her and is hereby

vested in the husband; and the husband's interest in the wife's retirement/pension benefits and all of her financial accounts is hereby divested out of him and is hereby vested in the wife.

DEBTS

8. Except as otherwise provided herein, each party agrees to be responsible for any debts or liabilities in his or her name individually and hold the other harmless for said obligation from and after the date of the execution of this Agreement by the parties. It is understood and agreed between the parties that from and after the date of execution of this Agreement by the parties, neither will contract any indebtedness upon the credit of the other and neither shall be compelled to pay any future debt of the other and the party for whose benefit such payments are made will indemnify the other to the full extent of the amounts paid including any interest and legal expenses incurred, if any.

9. Each party understands that his or her obligation to pay specified debts set out herein and to hold the other harmless on those debts may qualify as non-dischargeable debts under Title 11 of the United States Code (Bankruptcy Code). Each party has been advised to seek immediately the advice of an attorney learned in bankruptcy law in the event the other party files a bankruptcy petition.

GENERAL PROVISIONS

10. It is understood and agreed between the parties that in the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Agreement, he or she also shall be entitled to judgment for reasonable expenses, including, but not by way of limitation, attorney fees and court costs.

11. The wife shall proceed to trial to obtain an Absolute Divorce upon the ground of irreconcilable differences.

12. Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he

or she were single and unmarried. Neither party shall molest, harass or abuse the other in any manner whatsoever.

13. 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 is a division of property by co-owners.

14. Each party represents and warrants that he or she has made a full disclosure to the other of all their assets and liabilities. Each party acknowledges that the failure to disclose any assets or liabilities would be considered a breach of this Agreement and would subject this Agreement to being reopened at a later time by the Court.

15. It is understood and agreed between the parties as part of the consideration for the execution of this Agreement that each party will willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement, including, but not limited to, Quitclaim Deeds and titles to vehicles.

16. 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 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 dower, courtesy, statutory allowance, homestead rights, rights to take against the will, rights to take by dissent and distribution, and rights 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 the wife and the husband individually or jointly, and to any property that either of them may acquire in the future.

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

18. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions of this Agreement and their legal effects are fully known by each of the parties and each party acknowledges that it is fair and equitable and it is being entered into voluntarily and with advice from counsel or the opportunity to obtain such advice.

19. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

20. In the event that any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions to that extent being severable.

21. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

22. Both parties further acknowledge that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein. If approved by the Court, then this Agreement will be incorporated into any final decree of divorce which shall be rendered by the Court. However, in the event that no divorce is granted to either party in this matter or the Court fails to approve this Agreement, then this Agreement is of no force and effect.

23. Each party acknowledges that his or her attorney makes no claim to be a tax expert and each party has been advised to seek advice elsewhere as to the tax consequences of the provisions of this Agreement.

24. Upon the entry of the Final Decree in this cause, the attorneys of record shall be released of any further representation of their respective client, and shall no longer be held as surety for subsequent court costs.

IN WITNESS WHEREOF, the parties, after first having read this instrument and familiarized themselves with its contents and its meaning, have signed and executed this Agreement on this the 6 day of Oct., 1999, as to the wife, and the 7th day of October, 1999, as to the husband.

Grace Juanita Scruggs
GRACE JUANITA SCRUGGS

Mack Elgin Scruggs
MACK ELGIN SCRUGGS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for said county and state, **GRACE JUANITA SCRUGGS**, with whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires: 1-27-2001

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for said county and state, **MACK ELGIN SCRUGGS**, with whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

Pamela Y Gambel
NOTARY PUBLIC

My Commission Expires: July 25, 2001

It is further **ORDERED, ADJUDGED** and **DECREED** that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Complainant be restored to her maiden name of Allen.

The final costs of this cause shall be paid one-half by each party, for which execution may issue, if necessary.

ENTER, this 11th day of Oct., 1999.

JUDGE

SUBMITTED FOR ENTRY:

Thomas F. Hollingsworth (7178)
Attorney for Complainant
2400 Crestmoor Road
Nashville, Tennessee 37215
615/386-7173

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid, to

John Michael Thompson
WARD, DERRYBERRY & THOMPSON
404 James Robertson Parkway, Suite 1720
Nashville, Tennessee 37219

this 11th day of October, 1999.

Thomas F. Hollingsworth

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 11 day of OCTOBER , 19 99 , in the Case Number 97D1659 between SCRUGGS, GRACE JUANITA Plaintiff, and SCRUGGS, MACK ELGIN Defendant, as same remains of record in Vol. 864 , Page 158483 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 12 day of NOVEMBER 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