Bk 11

IN THE GENERAL SESSIONS COURT FOR WILSON COUNTY, TENNESSEE

PATRICIA A. WORK

Plaintiff/Wife,

vs:

RONALD D. WORK

Defendant/Husband.

BOOK 11761 PAGE 321

CASE NO.: 5161

ORDER FILED

MAY 8 1996

JIMMY CARTER MARTIN
General Session Court Clerk
Wilson County

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 8th day of May, 1996, in the General Sessions Court for Wilson County, Tennessee, before the Honorable Robert P. Hamilton, Judge of the General Sessions Court for Wilson County, Tennessee upon the Complaint of Plaintiff/Wife, and upon testimony of Plaintiff/Wife, PATRICIA A. WORK, statements of counsel, and upon the entire record.

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, PATRICIA A. WORK, is hereby awarded an absolute divorce from the defendant, RONALD D. WORK, on the grounds of irreconcilable differences, TCA 36-4-103(11), and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties under their Marital Dissolution Agreement and more specifically, the terms of that Agreement are as follows:

99 NOV 30 PM 1:23
BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

I, LINDA NEAL, CLERK, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE
NOV 24 1999
LINDA NEAL
GENERAL SESSIONS CLERK
WILSON COUNTY, TN

IN THE GENERAL SESSIONS COURT FOR WILSON COUNTY, TENNESSEE

PATRICIA A. WORK	X	
	X	
	X	
Plaintiff/Wife,	X	
	X	
	X	
vs:	X	CASE NO.: 5161
	X	
RONALD D. WORK	X	
	X	
	X	
Defendant/Husband.	X	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into on the day hereinafter shown, by and between PATRICIA A. WORK, Plaintiff/Wife, and RONALD A. WORK, Defendant/Husband.

RECITALS:

1. The parties hereto are Husband and Wife, they having married in Davidson County, Tennessee, on March 29, 1983; and

2. Since December 5, 1995 the parties have been separated and they have no expectation of resuming marital relations; and

3. There are no children born of this marriage; and

4. It is the desire of the parties to enter into an agreement under which their respective financial and property rights and obligations arising out of the marriage relation or otherwise shall be fully prescribed and bounded; and

5. The parties hereto each warrant and represent to the other that they, and each of them, fully understand all of the terms, covenants, conditions, provisions and obligations encumbered upon each of them by virtue of this agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable and to their respective individual best interest; and

6. It is understood by both parties that the terms of such agreement as to the disposition of the property of the parties are to be incorporated into the final divorce decree and to be a complete and final settlement of their property disposition, both real and personal, so that any terms may be enforceable by contempt of court proceedings if necessary.

It is agreed between the parties that this Agreement shall be submitted to the Court for approval and shall be made part of the final decree of divorce. Each party hereby waives any right to apply to any court for modification of this Agreement prior to the final decree of divorce.

7. The Wife will file a petition for divorce in the courts of Wilson County, Tennessee.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree as follows:

1. <u>CHILD SUPPORT AND ALIMONY</u>. There are no children born to this marriage, hence no custody or support arrangements. In this Agreement the financial arrangements are based upon the parties' present circumstances, and neither shall pay alimony to the other.

2. REAL PROPERTY:

(1) Rental Property:

A. All of the right, title and interest of Wife in real property known as 1203 A & B Stainback Avenue, Nashville, TN 37207 is hereby divested out of her and vested in Husband; which property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 49 on the Plan of Sharpe and Horn's First Addition to East Nashville, of record in Book 57, Page 152, Register's Office for said County.
>
> SAID Lot No. 49 fronts 50 feet on the Easterly margin of Stainback Avenue and extends back between parallel lines 153 feet to an alley.
>
> BEING the same property conveyed to RONALD D. WORK and wife, PATRICIA A. WORK, by deed from SUNNY OWUNNAH and wife, EVELYN OWUNNAH a/k/a MARY OWUNNAH, of record in Book 8760, Page 659, Register's Office for Davidson County, Tennessee.

And Husband agrees to hold harmless Wife from any claim or loss related to such property, including, but not limited to any and all liens and mortgages related thereto.

B. All of the right, title and interest of Wife in real property known as 3532 Chesapeake Drive, Nashville, TN 37207 is hereby divested out of her and vested in Husband; which property is more particularly described as following:

> LAND in Davidson County, Tennessee, being Lot No. 36B on the Plan of Zone Lot Division of Lots No. 8-11, 35-57, and 54-62, Chesapeake Homes, Section 3, of record in Book 5200, Page 640, as amended in Book 5200, Page 770, Register's Office for said County, to which reference is made for a more complete detailed description.
>
> BEING the same property conveyed to RONALD D. WORK and wife, PATRICIA A. WORK, by deed from SUNNY OWUNNAH and wife, EVELYN OWUNNAH a/k/a MARY OWUNNAH, of record in Book 8760, Page 358, Register's Office for Davidson County, Tennessee.

And Husband agrees to hold harmless Wife from any claim or loss related to such property, including, but not limited to any and all liens and mortgages related thereto.

C. All of the right, title and interest of Husband in real property known as 5389 Beckwith Drive, Mt. Juliet, TN 37122 is hereby divested out of him and vested in Wife; which property is more particularly described as following:

> BEING identified as Tract No. 1, containing 10.00 acres, more or less, on a survey made by Clay D. Couch, Jr., dated July 17, 1979, and revised August 29, 1979, of record in Plat Book 16, Page 478, Register's Office for Wilson County, TN, to which plat reference is hereby made for a more complete and accurate description.
>
> BEING the same property conveyed to RONALD D. WORK and wife, PATRICIA A. WORK, by deed from JIMMY SCOTT SWEETON and wife, SUSAN E. SWEETON, of record in Book 416, Page 646, Register's Office for Wilson County, Tennessee.

And Wife agrees to hold harmless Husband from any claim or loss related to such property, including, but not limited to any and all liens and mortgages related thereto; provided, further, that as part of division of marital property, Husband is hereby granted a lien against such property in the amount of $25,000.00, ~~less an amount equal to the balance remaining unpaid at time of execution of this agreement on Mastercharge creditcard No. 5401-2692-0911-9697, together with reimbursement to Wife for post and future interest thereon~~, which lien shall be paid off at closing of sale of such property by Wife; and Wife shall keep such property on the market until sold; and, provided, further, that Husband may occupy such property until such sale and that Husband shall pay all mortgage payments, utility bills, and maintenance bills up

2-12-96
Patricia Work will pay. R.D.W.

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

through the date of closing; provided, further, that Husband shall remove all stored materials and debris from such property forthwith, and if not removed within thirty (30) days following the signing of this Agreement, the same may be removed by Wife at husband's expense.

3. PERSONAL PROPERTY.

A. All of the right, title and interest of Wife in following described personal property is hereby divested out of Wife and vested in Husband:

1. Maintenance shop on Ambrose Avenue, Nashville, TN, and contents thereof, and Husband agrees to hold harmless Wife from any claim or loss relating thereto.

2. All outstanding common stock in A-One Security Doors & Home Imp., Inc.; and Husband agrees to hold harmless Wife from any claim or loss relating thereto, including, but not limited to cable television bills, gasoline bills, utility bills, IRS filings and Federal tax obligations relating to that corporation, and any and all debts and obligations relating thereto.

3. All pension plans and retirement plans in Husband's name, including, but not limited to, railroad pension plan.

4. Boat, motor and trailer.

5. Two trucks, a 1977 Ford Pick-up and a 1988 Chevy Pick-up.

6. One refrigerator.

7. Big couch in den.

8. Iron bed on porch.

9. Den television and kitchen television.

10. Stereo.

11. Three big guns (38 pistol to Wife).

12. Bank accounts in his name alone;

and Husband agrees to hold harmless Wife from any claim or loss related to such personal property.

B. All of the right, title and interest of Husband in the following described personal property is hereby divested out of Husband and vested in Wife:

1. All merchandise at PJ's Flea Market in Mt. Juliet, TN.

2. 1986 Sable automobile and 1974 cargo Van.

3. Yard tools and mower.

4. All remaining household furniture and furnishings not hereinabove granted to Husband.

5. 38 pistol.

6. Bank accounts in Wife's name alone.

7. Any and all interest of the parties in US Peace 2000;

and Wife agrees to hold harmless Husband from any claim or loss related to such personal property.

4. DEBTS.

A. Wife shall be responsible for payment of the following obligations of the parties, and shall hold harmless Husband from any claim or loss relating thereto:

1. At the time and place of closing of sale of Wife's home situated at 5389 Beckwith Drive, Mt. Juliet, TN, Wife shall pay off the unpaid principal balance remaining unpaid on Mastercard Charge No. 5401-2692-0911-9697, and pay off husbands lien hereinabove created.

2. Loans to the parties from Wife's mother, Sandra Teutsch.

3. Wife's First American National Bank PLC account.

4. Mortgage on her home situated at 5389 Beckwith Road, Mt. Juliet, TN.

5. Shoffner and Jacobs bills for sales prep and improvements on her home.

6. All debts and obligations related to merchandising at PJ's Flea Market;

and Wife agrees to hold Husband harmless from any loss or claim relating to such obligations.

B. Husband shall be responsible for payment of the following obligations of the parties, and shall hold harmless Wife from any claim or loss relating thereto:

1. All credit cards and accounts in his name or in the name of his shop, or in the name of A-One Security Doors & Home Imp., Inc.

2. House mortgages and any and all other liens or encumbrances relating to property situated at 1203 A & B Stainback Avenue and 3532 Chesapeake Drive.

5. MODIFICATION AND WAIVER. This Agreement shall not be amended or modified or deemed amended or modified except by an agreement in writing signed by the parties. Nothing in this Agreement shall be construed as limiting the parties access to the courts.

6. LEGAL REPRESENTATION. It is understood and agreed that Clyde Paul Holland is representing the Plaintiff/Wife in this matter and the Defendant/Husband acknowledges that he has not been given any advice by Plaintiff/Wife's attorney.

7. SERVICE OF PROCESS. Both parties, by execution of this Agreement, acknowledge that they understand that the execution of this Agreement by both parties renders service of process unnecessary; and, additionally, each party hereby specifically waives service of process.

8. NAME CHANGE. Wife shall have her name changed from "Patricia Ann Work" to "Patricia Ann Masters".

9. FULL DISCLOSURE. Both parties, by their signatures hereto, agree that they have read this instrument in its entirety; acknowledge that it is a fair and equitable settlement of all marital issues and that each has signed this instrument freely, voluntarily, and without duress or coercion.

10. ENTIRE UNDERSTANDING. This Agreement contains the understanding of the parties who hereby acknowledge that there have been no representations, warranties, covenants or understandings other than those expressly set forth herein.

11. ATTORNEY FEES AND COURT COSTS. The Wife shall pay the Court costs in this cause, and each of the parties shall be responsible for their own attorney's fees.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date evidenced in the acknowledgment following.

Patricia A. Work
PATRICIA A. WORK, Plaintiff/Wife

Ronald D Work
RONALD D. WORK, Defendant/Husband

STATE OF TENNESSEE
COUNTY OF Wilson

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, the within named **PATRICIA A. WORK**, with whom I am personally acquainted, or who presented adequate evidence of identification, and who acknowledged that she executed the foregoing instrument for the purposes therein contained and as her own free act and deed.

WITNESS my hand and official seal on this the 19th day of Feb, 1996.

Judy A. Hughes
NOTARY PUBLIC

MY COMMISSION EXPIRES: 6-9-99

NOTARY PUBLIC AT LARGE WILSON CO. TENN.

STATE OF TENNESSEE
COUNTY OF Wilson

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, the within named **RONALD D. WORK**, with whom I am personally acquainted, or who presented adequate evidence of identification, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and as his own free act and deed.

WITNESS my hand and official seal on this the 19th day of Feb, 1996.

NOTARY PUBLIC Judy G. Hodges

MY COMMISSION EXPIRES: 6-9-99

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting by and between the parties are perpetually dissolved and that the complainant is awarded an absolute divorce and restored to all the rights and privileges of an unmarried person on the grounds of irreconcilable differences, and,

It is further ORDERED, ADJUDGED and DECREED that the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of property rights and the Marital Dissolution Agreement set forth above is therefore in all things ratified and approved by the Court and in order to properly enforce each and every provision of said agreement, the same is ORDERED, ADJUDGED and DECREED as though DECREED separately.

It is further ORDERED that the costs of this cause be adjudged against the Plaintiff/Wife, and execution may issue, if necessary.

ENTER this 8 day of May, 1996.

HONORABLE ROBERT P. HAMILTON, Judge

APPROVED FOR ENTRY BY:

CLYDE PAUL HOLLAND, #2529
Attorney for Plaintiff/Wife
2628 Old Lebanon Road
Nashville, TN 37214-2422
(615) 889-8888

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded by U. S. Mail, postage prepaid, to Mr. Ronald D. Work, 5389 Beckwith Road, Mt. Juliet, Tennessee 37122, on this the 8 day of May, 1996.

CLYDE PAUL HOLLAND

0104 08/13/96 CHECK 46.00