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96 MAR 21 PM 4:26
RICHARD R. ROOKER, CLERK
D.C.

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96 MAR 21 PM 4:25
RICHARD R. ROOKER, CLERK
D.C.

PICK-UP

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOHN E. NEVILS,

Plaintiff,

v.

No. 94D-295

PATRICIA A. NEVILS,

Defendant.

Instr:20000825008413 2 Page: 1 OF 7
REC'D FOR REC 08/25/2000 10:59:40AM
RECORD FEE: $30.00
M. TAX: $0.00 T. TAX: $0.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 20th day of March, 1996, before the Honorable Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the Complaint for absolute divorce based on Irreconcilable Differences filed by the Plaintiff, a marital dissolution agreement signed by the parties and notarized which has been filed with the Court, testimony of the Plaintiff and the entire record. The parties appeared before the Court with their respective attorneys. The Defendant withdrew her counter-complaint and the cause proceeded uncontested. From all of which the Court finds that the marital dissolution agreement entered into by and between the parties makes a fair and equitable distribution of the property of the marriage and therefore should be approved by the Court. The Court is of the opinion that the Plaintiff should be granted an absolute divorce based on irreconcilable differences and the parties should be restored to all the rights and privileges of unmarried persons.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff be granted an absolute divorce on the ground of irreconcilable differences and the parties restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the marital dissolution agreement entered into by and between the parties and filed with the Court be approved and made the Order of the Court. The said marital dissolution agreement is found to make a fair and equitable distribution of the property of the marriage and is therefore incorporated into this Order and the Order of the Court, to wit:

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96 MAR 20 PM 4:30
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D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOHN E. NEVILS,

Plaintiff,

v.

PATRICIA A. NEVILS,

Defendant.

No. 94D-295

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is entered into by and between, Patricia A. Nevils (hereinafter "Wife"), and John E. Nevils (hereinafter "Husband"), in Nashville, Davidson County, Tennessee under the following terms and conditions on the day and date below set out:

W I T N E S S E T H

WHEREAS, the Husband and Wife were lawfully married in Franklin, Williamson County, Tennessee on March 22, 1969 and,

WHEREAS, the Husband and Wife separated in Nashville, Davidson County, Tennessee in October, 1993 and,

WHEREAS, the Husband and Wife have no minor children of the marriage, and,

WHEREAS, the Husband and Wife own real property acquired during the marriage, further described herein, and,

WHEREAS, THE Husband has filed a Complaint for divorce in the Fourth Circuit Court for Davidson County, Tennessee and both parties have been served with a complaint and Answer and an interim order has entered in the case filed under docket No. 94D-295, and

WHEREAS, this Marital Dissolution Agreement will be filed with the Court as the parties' agreement, subject to Court approval, for the distribution of marital assets and debts,

NOW, THEREFORE, for and in consideration of the above and the rights to be acquired in this Agreement, the parties agree and covenant as follows:

1. The real property owned by the parties at 469 Roger Williams Avenue, Nashville, Tennessee 37207 shall be the Wife's property, free and clear of any claim of right of the Husband. The Husband is divested of any right, title or claim to the real property of the Wife further described as follows:

> Land in Davidson County, Tennessee being Lot No. 37 on the plan of John J. Rucker's Subdivision of Lot No. 8 in the Second Plan of Brooklyn as of record in Book 332, Page 157 of the Register's Office for Davidson County, Tennessee to which plan reference is hereby made.
>
> Being the same real property conveyed to John E. Nevils and Wife, Patricia C. Nevils by deed from Smithy H. McClain and recorded simultaneously with a deed of trust of record in Book 4339, Page 313 in the Register's Office for Davidson County, Tennessee.
>
> This real property bears the street address of 469 Roger Williams Avenue, Nashville, Tennessee 37207.

Husband shall execute any and all documents necessary and proper to evidence this divestiture of any interest he may have to or claim in this property. Husband shall be solely and exclusively responsible for payment of the balances due on both the first and second mortgage encumbrances on the property totaling approximately $38,000.00, holding Wife harmless thereon. The parties further agree that Husband's payments of the first and second mortgage balances on the real property is in consideration for Wife's relinquishing any claim she may have to a portion of Husband's pension with his employer, CSX Railroad. The parties further agree that Wife shall claim the interest on the mortage payments as deductible on her future tax returns. If Wife shall sell or otherwise convey the real property and retire the balances due on the first and/or second mortgages, she releases Husband from any further financial obligation to her.

2. Wife shall own free and clear of any claim of Husband a certain 1990 Honda Automobile Van, VIN: 1HGED4662LAO21123. Wife shall be solely and exclusively responsible for any and all debts or obligations or mortgages on said vehicle and shall hold Husband harmless for any such debt or obligation.

Husband shall own free and clear of any claim of Wife a certain Ford Truck, VIN: 15N3PNA39771. Husband shall be solely and exclusively responsible for any and all debts or obligations or mortgages on the vehicle and shall hold Husband harmless for any such debt or obligation.

3. Wife shall own free and clear of Husband all furniture and furnishings of the home which are now in her possession.

4. The parties have previously divided their personal property and effects to the satisfaction of each party and except as to property and assets specifically otherwise provided for herein, all personal property now in the possession of Wife shall be her property exclusively, free and clear of any claim of Husband. All personal property now in the possession of Husband shall be his property, free and clear of any claim of Wife. The parties have previously divided all personal property to their satisfaction.

5. The parties will share equally the costs of this proceeding and each party will pay their respective attorney fee.

6. The parties agree that they have disclosed to each other all assets and holdings and every debt or obligation known to the parties and any debt not disclosed herein shall be the responsibility of the party making such debt or obligation. Any debt made by either party after the date of separation shall be the sole and exclusive responsibility of the party making the debt or obligation and the party making such debt or obligation shall hold the other party harmless against loss.

Each party has read this Agreement fully and each party understands that if approved by the Court, this Agreement will become the Order of the Court and will thereafter be enforceable as the Order of the Court. Each party attests that he/she has had ample opportunity to investigate and discover all assets of the other party and each certifies hereby that no effort to conceal assets has been made or encountered and each party enters into this Agreement fully satisfied that he/she has all the information or discovery necessary and proper to make an informed decision on signing this Agreement.

The parties further agree that this Agreement shall be and they intend that it shall be a lawfully binding contract and property settlement agreement in the best interest of the parties. It is the intent of the parties that this Agreement be made a part of any final decree of divorce and therefore be made the order of the Court and be enforceable as the Order of the Court.

WITNESS OUR HANDS AND SEALS to this Marital Dissolution Agreement on this 20 day of March, 1996.

John E. Nevils

Patricia A. Nevils

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Personally appeared before me, Michael Thompson, a Notary Public in Davidson County, Tennessee, the above named John E. Nevils, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he did execute the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee on this 20 day of March, 1996.

Notary Public

My commission expires: 7-24-99

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Personally appeared before me, Michael V. Thompson, a Notary Public in Davidson County, Tennessee, the above named Patricia A. Nevils, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who acknowledged that she did execute the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee on this 20 day of March, 1996.

Notary Public

My commission expires: 7-24-99

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are taxed to the parties equally one-half to the husband and one-half to the wife as provided for in the Marital Dissolution Agreement. For all of which execution may issue, if necessary.

Entered this 20th day of March 1996.

JUDGE

APPROVED FOR ENTRY:

Michael V. Thompson #4022
Attorney for Husband
2505 Hillsboro Road
Suite 201
Nashville, TN 37212
(615) 386-9077

Dan R. Alexander #7065
Attorney for Wife
2016 8th Avenue South
Nashville, TN 37203
(615) 297-0097

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 21 day of MARCH , 1996 , in the Case Number 94D295 between NEVILS, JOHN E. Plaintiff, and NEVILS, PATRICIA A. Defendant, as same remains of record in Vol. 255A , Page 282 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 25 day of AUGUST in the year two thousand and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

RICHARD R. ROOKER
CIRCUIT COURT CLERK