IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

99 FEB 24 PM 3:07

RICHARD R. ROOKER, CLERK

D.C.

KENNETH RAY HOBBS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**NO. 97D-3647**
	)	
BARBARA ELAINE HOBBS,	)	
	)	
Defendant.	)	

PICK-UP

Davidson County DEEDDIV
Recvd: 10/04/00 15:02 10pgs
Fees:42.00 Taxes:0.00
20001004-0098577

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 8th day of February, 1999, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's complaint for absolute divorce, testimony of Plaintiff, statements of counsel, and the entire record in this cause, from all of which it appears to the Court that the parties have experienced irreconcilable differences, and that a divorce should be granted to the parties.

It is further, **ORDERED, ADJUDGED AND DECREED,** the counter-complaint heretofore filed by the wife for inappropriate marital conduct, adultery, and indignities shall be and is hereby withdrawn.

It is therefore, **ORDERED, ADJUDGED, AND DECREED,** that the bonds of matrimony existing between the parties be and the same hereby are forever dissolved, and the Plaintiff is awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and therefore it is,

ORDERED, ADJUDGED AND DECREED, that the Marital Dissolution Agreement entered into between the parties and heretofore filed with this Court be and the same is hereby approved, and made a part of this Final Decree of Divorce, as hereinafter setout:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

99 FEB -8 PM 4:04

RICHARD R. ROOKER, CLERK

D.C.

KENNETH RAY HOBBS,	)	
	)	
Counter-Defendant	)	
	)	
v.	)	**NO. 97D-3647**
	)	
BARBARA ELAINE HOBBS,	)	
	)	
Counter-Plaintiff	)	

MARRIAGE DISSOLUTION AGREEMENT

This agreement is made and entered into by and between Barbara Elaine Hobbs, hereinafter called "wife" and Kenneth Ray Hobbs, hereinafter called "husband".

WHEREAS, the parties are married and there are no children born of this marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provision for the distribution of the property of the parties; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, the provisions as set forth in this instrument are made in contemplation that this Marriage Dissolution Agreement will be used in action for divorce filed in the Fourth Circuit Court of Davidson County, Tennessee, Docket number 97D-3647; and

WHEREAS, only the Defendant/Counter-Plaintiff is represented by Allen Barnes, Attorney, and the opposing party has obtained independent advice from and has been represented by Andrew Cate, Attorney at Law.

NOW THEREFORE, the parties, for and in consideration of the mutual promises contained in the agreement, and in consideration of the acts to be performed by the parties, agree as follows:

1.

ENTIRE AGREEMENT

This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the State of Tennessee shall govern this agreement in all respects.

2.

NON-DISCHARGEABILITY

With respect to each party's responsibility for 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 non-dischargeable debt under 11 U.S.C. Section 523(a)(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 property is set forth elsewhere in the Marital Dissolution Agreement.

3.

NECESSARY DOCUMENTS

Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

4.

NON-COMPLIANCE

Should either party incur any expense of legal fees as a result of the breach of any portion of this Marriage Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver, or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of terms of this agreement.

5.

SEVERANCE

Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified

as the Court shall order.

6.

VOLUNTARY EXECUTION

Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

7.

MODIFICATIONS

A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

8.

RESTRAINING PROVISION

Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

9.

PERSONALTY

The parties have divided between themselves the furniture, furnishings and personal belongings that were acquired during the marriage and each party makes no claim to any property in the possession of the other party.

The husband, Kenneth Ray Hobbs, is divested of the following property interests, and full, sole ownership is vested exclusively in the wife, Barbara Hobbs:

1. Four (4) Graves at Harpeth Hills Memory Gardens and Funeral Home - Fountain Lot 55: Section B: Spaces 1 - 2 - 3 - 4.

2. Two (2) Interments at Harpeth Hills Memory Garden and Funeral Home.

3. Two (2) Graves at Woodlawn Memorial Park and Funeral Home, Inc. - Garden of Time, Lot 148-D, spaces one (1) and two (2) - certificate No. 403617.

Husband agrees to pay all transfer fees, if any, charged by either cemetery in transferring ownership to wife. Husband further agrees to sign whatever transfer documents are required to effectuate said transfer.

Wife is vested with full, sole and exclusive ownership of the 1995 Honda Accord, and Husband is divested of any legal or equitable ownership rights therein.

Wife is vested with full, sole, and exclusive ownership of her life insurance policy and retirement benefits, and Husband is divested of any legal or equitable ownerships rights therein.

Husband is vested with full, sole and exclusive ownership of two lawn crypts at Harpeth Hills Memory Garden and Funeral Home and wife is divested of any legal or equitable ownership rights therein.

10.

REAL PROPERTY

The husband, Kenneth Ray Hobbs, shall retain full ownership interest in the home at 567 Brewer Drive, in Nashville, TN. Wife, Barbara Elaine Hobbs, is divested of any equitable or legal interest therein, except the liens provided for elsewhere herein. The property description is as follows:

LAND in Davidson County, Tennessee, being Lot No. 318 on the plan of Whispering Hills, Section II-B, of record in Book 2331, page 155, Register's Office for said County.

SAID Lot No. 318 fronts 95.5 feet on the southwesterly margin of Brewer Drive and extends back 542.1 feet on the northwesterly line and 520.4 feet on the southeasterly line to a dead line in the rear, measuring 87.6 feet thereon.

BEING the same property conveyed to Myrtle M. Hill by deed from Robert R. Harris and wife, Linnie A. Harris, of record in Book 2956, page 13, said Register's Office. Myrtle M. Hill has since died and devised said property to Joyce Hill Phillips for life, with the remainder to James Daniel Phillips, David Wayne Phillips and Angela Daniel Phillips by will of record in Will Book 142, page 740 Probate Court Clerks Office for Davidson County. James Daniel Phillips, David Wayne Phillips and Angela Renee Phillips have since conveyed all their interest in subject property to Joyce Hill Phillips by Quitclaim Deed of record in Book 6839, page 272, said Register's Office, being the same property conveyed to Kenneth Ray Hobbs and wife, Nancy J. Hobbs in Book 691, page 874 in said Register's Office.

THIS conveyance is subject to (a) property taxes for 1986 for which Grantees will be responsible; (b) restrictive covenants of record in Book 2604, page 1, Register's Office for said County; and (c) the matters set forth on said plan.

In consideration of wife relinquishing all ownership interest in said home, Husband

further agrees to pay wife $3,583 in increments of $250 per month, beginning March 1, 1999 and continuing due on the first day of each month thereafter until paid in full. Wife, Barbara Elaine Hobbs, is hereby granted a judgment and lien in the amount of $3,583 against Kenneth Ray Hobbs and the property located at 567 Brewer Drive, Nashville, TN, and more particularly described above in this section.

11.

CREDIT

Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to he other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

12.

DEBTS

Husband, Kenneth Ray Hobbs, agrees to reimburse wife, Barbara Elaine Hobbs, for the following debt:

Loew's	$200.00
Husband's Truck Insurance Paid By Wife	$398.00
Cellular One Bill	$373.15
TOTAL:	**$971.15**

Husband agrees to indemnify, assume and hold Barbara Elaine Hobbs harmless from the debt which has accrued and may accrue in the future to GMAC (General Motors Acceptance Corporation), account number 123-4377-39246. The current debt owed is $3,997.45, but it is agreed that husband's obligation created herein extends to any further liability on this debt such as, but not limited to, late charges, interest, court costs, attorney fees, etc. Husband further agrees to make all reasonable efforts within one week of the signing of this agreement to make application for a home equity loan and other such loan as he deems appropriate to pay the GMAC debt in full and, failing that, to make payment arrangements satisfactory to GMAC.

Husband shall pay wife fifty dollars ($50.00) per month to reduce the $971.15 debt represented by the Loew's, Truck Insurance, and Cellular One bills. Said payments shall begin March 1, 1999 and be due on the first day of each month thereafter until paid in full. Wife, Barbara Elaine Hobbs, is granted a judgment and lien in the amount of $971.15 against Kenneth Ray Hobbs and against the property located at 567 Brewer Drive, Nashville, TN, and more particularly described in section 10 of this agreement.

The obligations referred to herein to General Motors Acceptance Corporation and assumed by Kenneth Ray Hobbs are secured by a lien hereby granted to Wife, Barbara Elaine Hobbs, against the property at 567 Brewer Drive, Nashville, TN, and more particularly describe in section 10 of this agreement.

Any other indebtedness not addressed herein incurred by the parties in their own name shall be paid by that party.

13.

ATTORNEY FEES AND COURT COSTS

Each party shall be responsible for his or her own attorney fees. The court costs shall be taxed to the husband, Kenneth Ray Hobbs.

14.

ALIMONY

No alimony shall be paid by either party.

15.

EFFECTIVE DATE

This agreement shall become effective as of the date of its execution.

Barbara Elaine Hobbs
BARBARA ELAINE HOBBS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 8 day of February, 1999, personally appeared Barbara Elaine Hobbs, to me to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

My Commission Expires: 11/27/99.

Kenneth Ray Hobbs
KENNETH RAY HOBBS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 8th day of February, 1999, personally appeared Kenneth Ray Hobbs to me known to be the person described in who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My Commission Expires: 9-23-00.

It is further, **ORDERED, ADJUDGED, AND DECREED,** that the cost of this cause shall be and are hereby taxed against the husband, Kenneth Ray Hobbs, for which execution may issue if necessary.

It is finally, **ORDERED, ADJUDGED, AND DECREED,** that execution may issue to enforce any of the provisions of this Decree.

ENTERED this 24th day of February, 1999.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

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Nashville, TN 37214
(615)889-2889

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 24 day of FEBRUARY , 1999 , in the Case Number 97D3647 between HOBBS, KENNETH RAY Plaintiff, and HOBBS, BARBARA ELAINE Defendant, as same remains of record in Vol. 520 , Page 95355 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 29 day of SEPTEMBER in the year two thousand and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By B. Rawls
Deputy Clerk