(1)

11 x 5 = 55 + 2 = 57

44 + 3 = 47.00

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2000 JUN 20 PM 2:42
RICHARD R. ROOKER, CLERK

EDDIE W. REDMOND, JR.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**No. 00D-397**
	)	
LORI LYNNE REDMOND,	)	
	)	
Defendant.	)	

Davidson County AGRMTWARR
Recvd: 08/27/01 17:55 11pg
Fees:57.00 Taxes:0.00
20010827-0092671

FINAL DECREE

This cause came to be heard on the 14TH day of June, 2000, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; a Marital Dissolution Agreement which provides for a division of the parties' respective rights and interests and all joint and individual property, support obligations, and apportionment of responsibility for payment of the parties' joint and individual debts; and the entire record in said cause, from all of which the Court affirmatively finds the allegations of Plaintiff's Complaint are sustained by the proof, and that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written agreement, and for the equitable settlement of any property rights between themselves, that this Marital Dissolution Agreement should be approved, and that the sixty-day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court, and 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 pursuant to Tennessee Code Annotated § 36-4-103(b).

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2008 MAY -6 PM 1:00

RICHARD R. ROOT, CLERK

D.C.

EDDIE W. REDMOND, JR.
Social Security No: [redacted]0-6893
Plaintiff,

vs.

LORI LYNNE REDMOND
Social Security No: [redacted]2-8612
Defendant.

CASE NO: _____

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between **EDDIE W. REDMOND, JR.**, hereinafter called "Husband", and **LORI LYNNE REDMOND**, hereinafter called "Wife".

WITNESSETH

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

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody and support of any children the parties may have as a result of the marriage; 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, only Husband is represented by Worrick G. Robinson, IV, Attorney, and the opposing party has obtained independent advice or waived same and is **NOT** relying upon the advice or services of Worrick G. Robinson, IV;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge nor 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 the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party, except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

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.

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 the Bankruptcy Code, this obligation

being part of the final financial support settlement for both parties.

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.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorneys' 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 the terms of this agreement.

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.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the parties agree to the filing of this agreement, and by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were at the moment of signing, an order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information, including tax consequences. In some instances, it represents a compromise of disputed issues. 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.

MODIFICATION. 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 or any subsequent default of the same or similar nature.

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

PRIOR TAX LIABILITIES. If, in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDING FILED. Husband has filed a complaint for divorce now pending in the Circuit Court for Davidson County, Tennessee, under Docket No. 00D-397. Husband agrees to pay all Court costs arising out of said divorce proceeding, if uncontested.

The Defendant, by signing this agreement, waives further service of process or notice and waives all rights under the Soldiers and Sailors Civil Relief Act. The Defendant acknowledges receipt of a copy of the Complaint in this cause and stipulates to the truth and accuracy of the allegations therein. Further, the Defendant will make no other answer or counter-claim, consents to an entry of a Default Judgment and a Final Decree of Divorce, and specifically authorizes entry of said pleadings by Plaintiff's counsel.

AUTOMOBILES. Title to the 1990 BMW 325 which is in Husband's and Wife's name, shall be vested solely in Husband, and divested from Wife. Said vehicle is free from any indebtedness. Wife shall execute any and all documents necessary to transfer title of said automobile to Husband.

Title to the 1998 Mitsubishi Montero Sport which is in Husband's and Wife's, shall be vested solely in Wife, and divested from Husband. Wife shall be fully responsible for the payment of the indebtedness on said automobile to Mitsubishi Mootor Finance Corp., and shall indemnify and hold Husband harmless on the same. Husband shall execute any and all documents necessary to transfer title of said automobile to Wife.

PERSONALTY. Each party will have and keep their personal effects, clothing, and jewelry and each party releases any claim or right they have to the personal effects, clothing, and jewelry of the other.

The parties agree that they will, to their mutual satisfaction, divide the personal property that they own. Should they fail to divide the personal property to their mutual satisfaction within thirty (30) days from the execution of this agreement or, in any case, prior to this matter being heard for divorce, they shall so notify the Court. The absence of such notification to the Court shall constitute acknowledgement that the parties have divided the personal property to their mutual satisfaction.

BAKERTOWN ROAD REAL ESTATE. Wife agrees to convey and by signing this document does convey to Husband any and all interest in the property at 209 A & B Bakertown Road, Antioch, Tennessee 37013, more particuliarly described as follows:

> Being Lot 3 on the Plan of Bakerstown Gardens, Section One, of record in Plat Book 5800, Page 135, Register's Office, Davidson County, Tennessee.
>
> Being the same property conveyed to Bekertown Road Land Trsut by deed from Maurice M. McDonald and wife, Patricia A. McDonald of record in Book 10840, Page 544, Register's Office, Davidson County, Tennessee.
>
> Terry F. Christison, Trustee for BakertownRoad Land Trust has full power to convey under said Agreement and Declaration of Trust.

This is the same description as in previous deed of record.
This conveyance is subject to publiuc untitliuty and drainage easements, overhang easement, and minimum building setback line of record in Plat Book 5800, Page 135, said Register's Office.

Wiife further agrees to execute and deliver to Husband any and all deeds and instruments necessary to convey title of said real estate to Husband. Husband agrees to assume liability for the debts of the property and indemnify and hold Wife harmless for same.

CEDAR COURT REAL ESTATE. Wife agrees to convey and by signing this document does convey to Husband any and all interest in the property at 608/610 Cedar Court, Nashville, Tennessee, more particuliarly described as follows:

BEING Lot No. 9 on the Revised Plan of Cedarwood, Section VI, of record in Plat Book 5200, Page 196, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description, said description being incorporated herein as if copied verbatim.

Being the same property conveyed to Bart R. Comsikey and wife, Carol M. Comiskey by deed from FAS Builders, inc. of record in Book 5607, Page 794, Register's Office for Davidson County, TN. Carol M. Comiskey has since died.

THIS CONVEYANCE IS SUBJECT TO: (1) Taxes which have been prorated and assumed by Grantee; (2) All restrictions of record; (3) All easements of record; (4) All visible casement; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

Wiife further agrees to execute and deliver to Husband any and all deeds and instruments necessary to convey title of said real estate to Husband. Husband agrees to assume liability for the debts of the property. And Imdenify and hold Wife harmless for same.

DEBTS. Husband agrees to assume, pay and hold Wife harmless for the following debts as an element of the division of the parties' property/alimony in solido, because payment of the debts are necessary for the Wife's support:

MBNA Visa
SunTrust Visa

This support debt will be non-dischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. § 523

(a)(5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

Wife agrees to assume, pay and hold Husband harmless for the following debts as an element of the division of the parties' property/alimony in solido, because the payments are necessary for Husband's support:

Chase Manhattan Visa

This support debt will be non-dischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. § 523 (a)(5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

CONVERSION OF HEALTH INSURANCE FOR SPOUSE. Wife shall cooperate so that Husband may obtain conversion privileges on health insurance policy coverage for hospital or medical expenses pursuant to T.C.A. 57-7-1501 and Title X of the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985. Husband shall pay said premium as his expense, if any.

BANK ACCOUNTS. The parties agree that they have no joint bank accounts. The parties agree to give up any right they might have to the other parties' bank account. Each party will therefore retain the right to their individual bank account.

ALIMONY WAIVED. Wife and Husband claim no alimony, either pendente lite or permanent, and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

RETIREMENT, PENSION OR 401(K). The parties agree to give up any right they might have to the other parties' retirement, pension or 401(K). Each party will therefore retain the right to their individual retirement, pension or 401(K).

EDDIE W. REDMOND, JR., HUSBAND

LORI LYNNE REDMOND, WIFE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 4th day of May, 2000, personally appeared **EDDIE W. REDMOND, JR.**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as and for his free act and deed.

Anita J Burd
NOTARY PUBLIC

MY COMMISSION EXPIRES:

7/22/00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 2 day of May, 2000, personally appeared **LORI LYNNE REDMOND**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed same as and for her free act and deed.

Michelle C Butterworth
NOTARY PUBLIC

MY COMMISSION EXPIRES:

5-27-2001

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that Plaintiff, Eddie W. Redmond, Jr., is hereby granted an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person, and the bonds of matrimony heretofore existing between them are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Complaint for Divorce was orally amended to reflect that the parties date of separation is November 1, 1999.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the costs of this cause are taxed to the Plaintiff.

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

Enter this 20th day of June, 2000.

JUDGE

The parties currently reside at the following addresses:

Plaintiff:
5170 Hickory Hollow Parkway
Antioch, Tennessee 37013

Defendant:
209-A Bakertown Road
Antioch, Tennessee 37013

APPROVED FOR ENTRY:

ADAMS, WHITEAKER, ROBINSON, REAGAN & YOUNG, P.C.

BY: _____

WORRICK G. ROBINSON, IV, # 15009
Attorney for Plaintiff
446 James Robertson Parkway
Suite 200
Nashville, Tennessee 37219
(615) 726-0900

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document has been mailed to Lori Redmond, at 209-A Bakertown Road, Antioch, Tennessee 37013, and to Eddie Redmond at 5170 Hickory Hollow Parkway, #811, Antioch, Tennessee 37013 this 14th day of June, 2000.

_____
WORRICK G. ROBINSON, IV

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 20 day of JUNE , 2000 , in the Case Number 00D397 between REDMOND, EDDIE W. JR. Plaintiff, and REDMOND, LORI LYNNE Defendant, as same remains of record in Vol. 1223 , Page 224371 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 21 day of MAY in the year two thousand one and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

