IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE

AT GALLATIN

ARMENTA LOIS SPENCER
143 Brooksboro Terrace
Nashville, TN 37217

Employer:
Whirlpool Corporation
1714 Heil Quaker Blvd.
Antioch, TN 37013

PLAINTIFF

VS.

RONALD WAYNE SPENCER
121 Rehoboth Lane
Gallatin, TN 37066

Employer:
Beatty Machine
Nashville, TN

DEFENDANT

Davidson County DEEDDIV
Recvd: 09/27/01 09:04 8pgs
Fees:42.00 Taxes:0.00
20010927-0104465

MINUTES

FEB 18 1994

CHANCERY COURT

NO. 93D-546

FILED 2-18-94 REC
SUMNER CO. CHANCERY COURT

FEB 14 1994

CIVIL/DOMESTIC DIV.
BRENDA M. PAGE, C&M
BY: DEPUTY CLERK & MASTER

DECREE OF ABSOLUTE DIVORCE

THIS CAUSE came on to be heard on the 14th day of February, 1994, before Tom E. Gray, Chancellor, holding Chancery Court for Sumner County, at Gallatin, Tennessee, upon the Complaint for Absolute Divorce filed on behalf of the Plaintiff, and the Marital Dissolution Agreement signed by both parties and filed in this Court, from all of which it appears that the facts charged in the Plaintiff's Complaint are true and that the parties have irreconcilable differences which cannot be resolved.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony subsisting between ARMENTA LOIS SPENCER AND RONALD WAYNE SPENCER be and the same are absolutely and forever dissolved and that the parties be vested with all the rights and privileges of unmarried persons.

THE COURT has affirmatively found that the parties have made by written agreement an equitable settlement of any property rights between the parties. It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the Marital Dissolution Agreement entered into by and between the parties and filed with this Court is ratified and approved by the Court and same is attached hereto and incorporated herein by reference as if fully and completely set

ENTERED 2-18-94
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forth verbatim herein.

IT IS ORDERED that any and all right, title, interest and claim which ARMENTA LOIS SPENCER has in and to the real estate located at 232 BonnaLynn Drive, Hermitage, Davidson County, Tennessee, is divested out of her and vested in and to RONALD WAYNE SPENCER. Said property being described as follows:

> BEING Lot No. 228 on the Plan of Hermitage Hills, Section 2 (Revised) as of record in Book 2900, Page 112, Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> Armenta Lois Miles obtained ownership to said property by Final Decree of Divorce of record in Minute Book 167, Page 523 Circuit Court Clerk's Office for Sumner County, Tennessee. See also Quitclaim deed from Armenta Miles to Ronald Wayne Spencer and wife, Armenta Lois Spencer of record in Deed Book 8122, Page 91, Register's Office for Davidson County, Tennessee.

RONALD WAYNE SPENCER shall be responsible for payment of the debt (approximately $56,000.00) owed thereon to South Trust Mortgage and shall hold ARMENTA LOIS SPENCER harmless thereto.

IT IS ORDERED that any and all right, title, interest and claim which RONALD WAYNE SPENCER has in and to the real estate located at 121 Rehoboth Lane, Gallatin, Sumner County, Tennessee, is divested out him and vested in and to ARMENTA LOIS SPENCER. Said property being described as follows:

> BEING Lots 23 and 24 of an unrecorded plat of land in the 4th Civil District of Sumner County, Tennessee, described according to a survey by Odo E. Rhodes, Surveyor, April 25, 1958, as follows:
>
> BEGINNING at a point in the easterly boundary line of the property conveyed to Jama Sharp Franklin, et al, by deed from A. J. Coleman, et al, as of record in Book _____, page _____, Register's Office for Sumner County, Tennessee, said point being located North 03 degrees East a distance of 650 feet from the northerly margin of Rehoboth Lane; thence South 87 degrees West a distance of 200 feet to a point in the easterly margin of said Franklin property; thence North 03 degrees East along the easterly margin of said Franklin property a distance of 200 feet to a point; thence North 87 degrees East a distance of 200 feet to a point in the original easterly boundary line in the property conveyed to A. T. Coleman, et al; and thence South 3 degrees West a distance of 200 feet to the point of beginning.
>
> BEING the same property conveyed to Ronald Wayne Spencer and wife, Armenta Lois Spencer, by deed dated July 28, 1990, and of record in Record Book 150, Page 594, ROSCT.

ARMENTA LOIS SPENCER shall be responsible for payment of the

debt (approximately $54,000.00) owed thereon to Collateral Mortgage, and shall hold RONALD WAYNE SPENCER harmless to same.

IT IS ORDERED that the Plaintiff is restored her maiden name of "Cornette".

The Court further found that Defendant, RONALD WAYNE SPENCER, has, since the parties' separation, purchased a washer and dryer at a cost of approximately Eight Hundred ($800.00) Dollars, and that said purchase was charged to the H. H. Gregg credit card issued in the Plaintiff's name; therefore, IT IS ORDERED that the Defendant, RONALD WAYNE SPENCER, shall be responsible for payment of the "post separation debt" in the amount of Eight Hundred ($800.00) Dollars, and shall hold the Plaintiff, ARMENTA LOIS SPENCER, harmless thereto.

ANY ADDITIONAL COSTS of this cause are hereby adjudged against the parties equally, for which execution may issue, if necessary.

ENTERED this the 18 day of February, 1994.

Tom E. Gray

TOM E. GRAY, CHANCELLOR

APPROVED FOR ENTRY:

ATTORNEY FOR PLAINTIFF

BY: Nathan Harsh

NATHAN HARSH (2380)
123 PUBLIC SQUARE
GALLATIN, TENNESSEE 37066
(615) 452-4611

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that a true and exact copy of the foregoing Final Decree of Divorce was mailed by first class mail, postage prepaid, to the Defendant, RONALD WAYNE SPENCER, at his last known address: 121 Rehoboth Lane, Gallatin, TN 37066, this the 19th day of February, 1994.

Nathan Harsh

NATHAN HARSH

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THIS INSTRUMENT PREPARED BY:
NATHAN HARSH
123 PUBLIC SQUARE
GALLATIN, TN 37066

REC
CHANCERY CO
1993

93D-546

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between RONALD WAYNE SPENCER AND ARMENTA LOIS SPENCER.

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship, and it is the desire of both parties to finally and for all time determine and settle their property rights, and all rights of support and maintenance, alimony, and all dower and homestead rights, together with any and all other rights existing between the parties growing out of their marital relationship.

NOW, THEREFORE, in consideration of the mutual promises herein made and the acts to be performed, the parties agree as follows:

1. The parties have reached an amicable division of the household goods, furnishings, and appliances.

2. That ARMENTA LOIS SPENCER be awarded the 1978 Phantom boat, Serial Number AGB00438M787, 70 horse power 1980 mercury motor, Serial Number 4571813, and the 1978 Phantom trailer, Serial Number 22300.

3. That ARMENTA LOIS SPENCER be awarded the 1989 Toyota truck, VIN Number JT4VN93D5K0005644, shall be responsible for payment of the indebtedness owed thereon, and hold RONALD WAYNE SPENCER harmless as to said debt.

4. That RONALD WAYNE SPENCER be awarded the 1978 Ford pickup truck, VIN Number F16HUDCO130, same is unencumbered.

5. That RONALD WAYNE SPENCER be awarded the 1992 Toyota Tercel automobile, VIN Number JT2EL46BONO145987, shall be responsible for payment of the indebtedness owed thereon, and hold ARMENTA LOIS SPENCER harmless as to said debt.

6. That ARMENTA LOIS SPENCER be awarded the Murray riding mower.

7. That RONALD WAYNE SPENCER shall not be required to pay alimony to ARMENTA LOIS SPENCER.

8. That any and all right, title, interest and claim which ARMENTA LOIS SPENCER has in and to the real estate located at 232 BonnaLynn Drive, Hermitage, Davidson County, Tennessee, be divested out of her and vested in and to RONALD WAYNE SPENCER. Said property being described as follows:

> BEING Lot No. 228 on the Plan of Hermitage Hills, Section 2 (Revised) as of record in Book 2900, Page 112, Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
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RONALD WAYNE SPENCER shall be responsible for payment of the debt (approximately $56,000.00) owed thereon to South Trust Mortgage, holding ARMENTA LOIS SPENCER harmless thereto.

9. That any and all right, title, interest and claim which RONALD WAYNE SPENCER has in and to the real estate located at 121 Rehoboth Lane, Gallatin, Sumner County, Tennessee, be divested out him and vested in and to ARMENTA LOIS SPENCER. Said property being described as follows:

> BEING Lots 23 and 24 of an unrecorded plat of land in the 4th Civil District of Sumner County, Tennessee, described according to a survey by Odo E. Rhodes, Surveyor, April 25, 1958, as follows:
>
> BEGINNING at a point in the easterly boundary line of the property conveyed to Jama Sharp Franklin, et al, by deed from A. J. Coleman, et al, as of record in Book _____, page _____, Register's Office for Sumner County, Tennessee, said point being located North 03 degrees East a distance of 650 feet from the northerly margin of Rehoboth Lane; thence South 87 degrees West a distance of 200 feet to a point in the easterly margin of said Franklin property; thence North 03 degrees East along the easterly margin of said Franklin property a distance of 200 feet to a point; thence North 87 degrees East a distance of 200 feet to a point in the original easterly boundary line in the property conveyed to A. T. Coleman, et al; and thence South 3 degrees West a distance of 200 feet to the point of beginning.
>
> BEING the same property conveyed to Ronald Wayne Spencer and wife, Armenta Lois Spencer, by deed

dated July 28, 1990, and of record in Record Book 150, Page 594, ROSCT.

ARMENTA LOIS SPENCER shall be responsible for payment of the debt (approximately $54,000.00) owed thereon to Collateral Mortgage, and shall hold RONALD WAYNE SPENCER harmless to same.

It is agreed by and between the parties that RONALD WAYNE SPENCER shall have the right to continue to reside at 121 Rehoboth Lane, Gallatin, TN from December 1, 1993 until February 1, 1994.

10. That the savings account (approximately $4,500) maintained at Nashville Bank of Commerce be used to pay outstanding debts incurred during the parties' marriage which are not specifically set forth above, and any balance which may remain after payment of said debts shall be equally divided between the parties.

11. The parties agree that if either of them is hereafter granted a divorce, then this agreement shall be incorporated into the divorce decree, pending approval by the Court, to become enforceable by order of the Court.

12. Each of the parties shall from time to time, at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

13. It is further agreed and understood that this agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge of RONALD WAYNE SPENCER from all other obligations to support ARMENTA LOIS SPENCER and a discharge from all other claims arising out of their marital relations and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, by way of dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by RONALD WAYNE SPENCER

AND ARMENTA LOIS SPENCER and any property that either of them may acquire in the future.

14. RONALD WAYNE SPENCER AND ARMENTA LOIS SPENCER acknowledge that the provisions in this agreement are fair, adequate and satisfactory to each of them and accept them in full and final settlement of all claims and demands for alimony and fully discharge each other from all other such claims and demands except as provided in this agreement.

15. It is further understood and agreed by and between the parties that this MARITAL DISSOLUTION AGREEMENT is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in this agreement and their legal effects have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have read this instrument and have familiarized themselves with its contents and signed and executed this instrument on the 24th day of November, 1993.

Ronald Wayne Spencer
RONALD WAYNE SPENCER

Armenta Lois Spencer
ARMENTA LOIS SPENCER

STATE OF TENNESSEE
COUNTY OF Sumner

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named RONALD WAYNE SPENCER, one of the bargainors, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Gallatin, Tennessee, this the 29th day of November, 1993.

Connie D. Spillman
NOTARY PUBLIC AT LARGE FOR THE STATE OF TENNESSEE

MY COMMISSION EXPIRES: July 9, 1997

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STATE OF TENNESSEE

COUNTY OF SUMNER

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ARMENTA LOIS SPENCER, one of the bargainors, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Gallatin, Tennessee, this the 24th day of November, 1993.

Teresa J. Pickard
NOTARY PUBLIC AT LARGE FOR THE STATE OF TENNESSEE

MY COMMISSION EXPIRES: 11-26-94

STATE OF TENNESSEE
SUMNER COUNTY

I, Brenda M. Page, Clerk & Master of said County, do hereby certify that the foregoing instrument contains a true and complete copy of [illegible] as same appears of record or on the file in Book 150 Page 103 of the records of the Chancery Court of Sumner County, Tennessee Given under my hand and seal this 21 day of SEPT. 2004

BRENDA M. PAGE, Clerk & Master

By _____ DC