231A/82

IN THE FOURTH CIRCUIT COURT
FOR
DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

94 NOV 10 AM 10:33

D.C.

George Edward Alexander
3208 Vailview Drive
Nashville, TN 37207
SSN: [redacted]-9694

PICK-UP

Plaintiff,

vs. No. 94D-2789

Davidson County DEEDDIV
Recvd: 04/05/02 11:30 9pgs
Fees:47.00 Taxes:0.00
20020405-0041893

Cherron Eugenia Alexander (Speight)
326-A Vaughn Street
Nashville, TN 37207
SSN: [redacted]-2401

Defendant.

FINAL DECREE

BE IT REMEMBERED this cause came to be heard on the 15th day of November, 1994 before the Honorable Muriel Robinson , Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint of George Edward Alexander for an absolute divorce upon the grounds of irreconcilable differences, upon the testimony of the Plaintiff, statement of counsel in open Court, the written notarized Marital Dissolution Agreement executed by the parties and upon the entire record from all of which the Court finds that the parties have experienced irreconcilable differences and that, therefore, the parties should be granted an Absolute Divorce; and the Court affirmatively finds that the parties made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties and that the Agreement should be incorporated into the Final Decree of Divorce.

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff, George Edward Alexander, is awarded an Absolute Divorce from Defendant, Cherron Eugenia Alexander, on the grounds of Irreconcilable Differences and the bonds of matrimony are forever dissolved.

It is further ORDERED, ADJUDGED and DECREED that the written notarized Marital Dissolution Agreement entered into and signed by the parties should be, and the same is, hereby incorporated into and made a part of this Final Decree of Divorce as follows:

IN THE CIRCUIT COURT
FOR
DAVIDSON COUNTY, TENNESSEE

94 NOV 16 AM 10:33

D.C.

George Edward Alexander
3208 Vailview Drive
Nashville, TN 37207
SSN: [redacted]-9694

Plaintiff,
vs. No. 94D-2789

Cherron Eugenia Alexander
326-A Vaughn Street
Nashville, TN 37207
SSN: [redacted]-2401

Defendant.

MARITAL DISSOLUTION AGREEMENT

BE IT REMEMBERED that George Edward Alexander , (Husband) and Cherron Eugenia Alexander, (Wife), have agreed as follows:

1. DIVORCE. Due to marital difficulties George Edward Alexander filed a civil action for divorce in the Fourth Circuit Court for Davidson County docket number 94D-2789.

2. PROPERTY SETTLEMENT. The parties intend for this agreement to sever their joint interests in property. They also intend to divide the primary responsibility for their debts.

3. GROUNDS: George Edward Alexander and Cherron Eugenia Alexander agree that irreconcilable differences exist between them and that, in the future, it will be impossible for them to live together as Husband and Wife. Both parties stipulate that other grounds for divorce exist and request the Court to declare them divorced pursuant to TCA 36-4-129 or grant them a divorce on the grounds of irreconcilable differences.

WAIVER OF PROCESS - DIVORCE.

4. Cherron Eugenia Alexander is aware that George Edward Alexander has filed a civil action for divorce in the CIRCUIT Court of DAVIDSON County, Tennessee, and that this Marital Dissolution Agreement shall also be filed for the Court's approval in the divorce action.

5. **Cherron Eugenia Alexander agrees that this Marital Dissolution Agreement shall serve in lieu of service of process and that signing this agreement constitutes a general appearance before the court.**

6. Cherron Eugenia Alexander waives further service of process and waives filing an answer to the Complaint for Absolute Divorce filed by George Edward Alexander. Cherron Eugenia Alexander understands that this waiver of

service of process is valid for at least one hundred twenty (120) days from the date the last party signs this agreement.

REAL PROPERTY:

7. The parties have real property as follows:

Land in Davidson County, Nashville, Tennessee, being Lot no. 502 on the Plan of Parkwood Estates, Section 3, of record in Book 3300, Page 31 of the Register's Office for Davidson County, Tennessee.

Said Lot no. 502 fronts 92 feet on the southerly side of Vailview Drive and extends back 114.8 feet on the easterly line and 137.6 feet on the westerly line to a dead line, measuring 56.2 feet thereon.

Being the same property conveyed to George E. Alexander and wife, Cherron E. Angus Alexander by deed from Cumberland Builders, Inc. of record in Book 6836, page 518 in the Register's Office for Davidson County, Tennessee.

The property address is 3208 Vailview Drive, Nashville, Tennessee 37207.

George Edward Alexander has paid Cherron Eugenia Alexander the sum of Four Thousand and 00/100's ($4,000.00) Dollars for her interest in the aforementioned property.

Any interest of Cherron Eugenia Alexander in this property is hereby divested from her and vested in George Edward Alexander. George Edward Alexander further agrees to assume all indebtedness owing on the property and shall hold Cherron Eugenia Alexander harmless for liability for such debt.

VEHICLES:

8. Cherron Eugenia Alexander shall have as her separate property all right, title and interest in a 1991 Ford Escort VIN 1FAPP14J9MW301698, and any interest of George Edward Alexander in this vehicle is hereby divested from him and vested in Cherron Eugenia Alexander. Cherron Eugenia Alexander agrees to assume all indebtedness owing on the vehicle and to hold George Edward Alexander harmless for liability for such debt.

9. George Edward Alexander shall have as his separate property all right, title and interest in the following vehicles:

1965 Chevrolet Pickup Truck

1968 Chevrolet Camaro

1974 Ford 250 Truck

1978 Chevrolet El Camino

1984 Fleetwood Cadillac

These vehicles are now titled in the name of George Edward Alexander and any interest of Cherron Eugenia Alexander in the aforementioned vehicles is hereby divested from her and vested in George Edward Alexander. George Edward Alexander agrees to assume any and all indebtedness owing on the vehicles and to hold Cherron Eugenia Alexander harmless for liability for such debts.

OTHER PERSONAL PROPERTY & BUSINESS PROPERTY:

10. Landau Landscaping was formed in 1988 by George Edward Alexander. George Edward Alexander is to pay Cherron Eugenia Alexander One Thousand Five Hundred and 00/100's ($1,500.00) Dollars per year for the next five (5) years beginning July 1st, 1995. Total amount to be paid to Cherron Eugenia Alexander will be $7500.00.

PERSONAL PROPERTY OF HUSBAND:

11. George Edward Alexander agrees that he has in his possession all of his personal property that shall remain his after the final hearing of this cause.

PERSONAL PROPERTY OF WIFE:

12. Cherron Eugenia Alexander agrees that she has in her possession all of her personal property that shall remain hers after the final hearing of this cause.

INDEBTEDNESS.

13. George Edward Alexander and Cherron Eugenia Alexander shall each be responsible for debts they initiated including physician and hospital bills.

INCOME TAX RETURN:

14. Parties shall file all future returns separately.

MINOR CHILDREN:

15. The parties have no minor children born of this marriage.

INSURANCE:

16. Wife shall continue to pay for medical insurance on Husband for 36 months.

17. Wife shall also leave husband as beneficiary on the following life insurance policies until all financial obligations from Husband have been paid in full:

Nashville Bank of Commerce - Value of policy - $2,000.00

Midwestern Life Insurance Co. - Value of policy - $70,000.00

BlueCross/BlueShield - Value of policy - $20,000.00

18. Husband shall continue paying automobile insurance on any primary vehicle driven by Wife through the year 2000.

LEGAL REPRESENTATION:

19. Cherron Eugenia Alexander acknowledges that JAMES L. FUQUA, JR. represents George Edward Alexander and that she is entitled to seek independent legal advice.

COURT COSTS.

20. Husband agrees to pay all court costs.

DOCUMENTS TO TRANSFER TITLE.

21. Both parties agree to sign any and all deeds, titles, declarations, documents or instruments necessary or required to carry out the terms of this Agreement or to carry out the full purpose or intent of this Agreement.

ATTORNEY'S FEES:

22. In the event either party starts legal proceedings to enforce any provision of this Agreement, except the divorce itself, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting or defending the action.

INCORPORATION OF AGREEMENT:

23. This Agreement shall be incorporated in and become a part of the Final Decree rendered in the cause of George Edward Alexander vs. Cherron Eugenia Alexander, filed in the CIRCUIT Court for DAVIDSON County, Tennessee, Docket No. 94D-2789, upon the approval of the Court.

FUTURE INDEBTEDNESS:

24. Each of the parties hereto covenants with the other that, from this date forward, neither will contract any indebtedness upon the credit of the other; and that if either shall be compelled to pay any further debt for the other, then the party for whose benefit such payments were made shall reimburse the paying party for all costs.

FINAL SETTLEMENT OF ALL MARITAL RIGHTS:

25. This Agreement shall be a final settlement of all property and support rights and obligations of the respective parties hereto and shall be a discharge from all claims arising out of the marital relationship except as provided herein. Each party waives and relinquishes to the other all rights or claims which each may have, or acquire, under the laws of any jurisdiction with respect to the other or the other's property, including, without limitation, dower, courtesy, statutory allowance, homestead rights, right to take under or against the will of the other, inheritance, descent or distribution, the right to act as personal representative of the other's estate, the right to receive the proceeds of any policy insuring the life of the other party or the right to receive any benefits from the other's retirement, pension or profit sharing plan except as provided by the terms of this Agreement. This Agreement applies to all property now owned by either Husband or Wife, individually or jointly, or any property that either of them may get in the future.

HEIRS:

26. This Agreement shall bind the parties and their personal representatives, heirs, and assigns.

PARTIES MUTUAL AGREEMENT:

27. The parties have entered into this Agreement without undue influence, fraud, coercion, or misrepresentation, or for any reason not stated herein. Each party has read this agreement and each party acknowledges that the Agreement is fair and equitable and that they agreed voluntarily.

ENTIRE UNDERSTANDING:

28. This Agreement contains the entire understanding of the parties. There are no representations, or warranties or promises other than those expressly set forth herein.

NO ORAL MODIFICATION:

29. The parties may amend this Agreement, prior to court approval, only by a notarized written amendment signed by each party. After a court approves this agreement the parties may not amend the agreement without approval of the court.

HUSBAND

George Edward Alexander

George Edward Alexander

WIFE

Cherron Eugenia Alexander

Cherron Eugenia Alexander

STATE OF TENNESSEE
COUNTY OF SUMNER

Before me personally appeared Cherron Eugenia Alexander, with whom I am personally acquainted, or who proved her identity to me on the basis of satisfactory evidence, and who acknowledged that she signed this agreement for the purpose of resolving all marital issues prior to a divorce.

WITNESS my hand and official seal, this **14th** day of **November** 1994.

NOTARY PUBLIC
My Commission Expires: 2-5-95

STATE OF TENNESSEE
COUNTY OF SUMNER

Before me personally appeared George Edward Alexander , with whom I am personally acquainted, or who proved his identity to me on the basis of satisfactory evidence, and who acknowledged that he signed this agreement for the purpose of resolving all marital issues.

WITNESS my hand and official seal, this **14th** day of **November** 1994.

NOTARY PUBLIC
My Commission Expires: 2-5-95

It is further ORDERED, ADJUDGED and DECREED that George Edward Alexander has paid Cherron Eugenia Alexander the sum of Four Thousand and 00/100's ($4,000.00) Dollars for her interest in the following property.

> Land in Davidson County, Nashville, Tennessee, being Lot no. 502 on the Plan of Parkwood Estates, Section 3, of record in Book 3300, Page 31 of the Register's Office for Davidson County, Tennessee.
>
> Said Lot no. 502 fronts 92 feet on the southerly side of Vailview Drive and extends back 114.8 feet on the easterly line and 137.6 feet on the westerly line to a dead line, measuring 56.2 feet thereon.
>
> Being the same property conveyed to George E. Alexander and wife, Cherron E. Angus Alexander by deed from Cumberland Builders, Inc. of record in Book 6836, page 518 in the Register's Office for Davidson County, Tennessee.
>
> The property address is 3208 Vailview Drive, Nashville, Tennessee 37207.

Any interest of Cherron Eugenia Alexander in this property is hereby divested from her and vested in George Edward Alexander. George Edward Alexander further agrees to assume all indebtedness owing on the property and shall hold Cherron Eugenia Alexander harmless for liability for such debt.

It is further ORDERED, ADJUDGED and DECREED that Cherron Eugenia Alexander shall have as her separate property all right, title and interest in a 1991 Ford Escort VIN 1FAPP14J9MW301698. Any interest of George Edward Alexander in this vehicle is hereby divested from him and vested in Cherron Eugenia Alexander. Cherron Eugenia Alexander shall assume all indebtedness owing on the vehicle and shall hold George Edward Alexander harmless for liability for such debt.

It is further ORDERED, ADJUDGED and DECREED that George Edward Alexander shall have as his separate property all right, title and interest in the following vehicles:

1965 Chevrolet Pickup Truck

1968 Chevrolet Camaro

1974 Ford 250 Truck

1978 Chevrolet El Camino

1984 Fleetwood Cadillac

These vehicles are now titled in the name of George Edward Alexander and any interest of Cherron Eugenia Alexander in the aforementioned vehicles is hereby divested from her and vested in George Edward Alexander. George Edward Alexander agrees to assume any and all indebtedness owing on the vehicles and to hold Cherron Eugenia Alexander harmless for liability for such debts.

It is further ORDERED, ADJUDGED and DECREED that for interest in the Landau Landscaping George Edward Alexander is to pay Cherron Eugenia Alexander One Thousand Five Hundred and 00/100's ($1,500.00) Dollars per year

for the next five (5) years beginning July 1st, 1995. Total amount to be paid to Cherron Eugenia Alexander will be $7500.00. This amount is made a judgment of this Court for all of which execution may issue, if necessary.

If is further ORDERED, ADJUDGED and DECREED that George Edward Alexander and Cherron Eugenia Alexander shall each be responsible for debts they initiated including physician and hospital bills.

It is further ORDERED, ADJUDGED and DECREED that Cherron Eugenia Alexander shall continue to pay for medical insurance on George Edward Alexander for 36 months.

It is further ORDERED, ADJUDGED and DECREED that George Edward Alexander shall remain as beneficiary on all life insurance paid by Cherron Eugenia Alexander until all financial obligations stated above have been satisfied by George Edward Alexander.

It is further ORDERED, ADJUDGED and DECREED that George Edward Alexander shall continue paying automobile insurance on the primary vehicle driven by Cherron Eugenia Alexander through the year 2000.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are taxed to the Plaintiff for all of which execution may issue, if necessary.

ENTERED this the 15th day of November, 1994.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

JAMES L. FUQUA, JR. #2778
Attorney for Plaintiff
105 Hazel Path Mansion
Hendersonville, TN 37075
(615)822-4400/822-2668

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing FINAL DECREE has been mailed to Defendant, Cherron Eugenia Alexander, at her last known address of 326-A Vaughn Street, Nashville, TN 37207 this the 15 day of November, 1994.

James L. Fuqua, Jr.

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 _ day of 0 , _ , in the Case Number 94D2789 between ALEXANDER, GEORGE EDWARD Plaintiff, and ALEXANDER, CHERRON EUGENIA SPEIGHT Defendant, as same remains of record in Vol. 237A , Page 82 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 05 day of APRIL in the year two thousand two and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

