IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2002 JUN 26 PM 4:30

RICHARD R. ROOKER, CLERK

B. Rawls D.C.

DEBORAH ANN DRAKE

vs.

No. 00D-2467

NOTICE OF ENTRY REQUESTED

MARVIN LOUIS DRAKE

FINAL DECREE

This cause came to be heard on the 26th day of June, 2002, before the Honorable Muriel Robinson, Judge, upon the original Complaint for Divorce filed by Deborah Ann Drake; Answer and Counter Complaint for Absolute Divorce filed by Mr. Drake; Answer to Counter Complaint for Divorce filed by Mrs. Drake, and the subsequent agreement of the parties to allow Mrs. Drake to proceed upon a non-contested basis. Submission to the Court of a written Marital Dissolution Agreement heretofore signed by the parties, testimony of Mrs. Drake, and review of the entire record in this cause, from all of which the Court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. 36-4-101(11). It is, therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Deborah Ann Drake, is granted an Absolute Divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED AND ADJUDGED** by the Court, and the Court affirmatively finds, that the Marital Dissolution Agreement heretofore signed by the parties and submitted to the Court does make equitable and sufficient provision for the division of the marital properties and the Court approves the Agreement and incorporates the same herein verbatim as follows:

Davidson County DEEDDIV
Recvd: 07/11/02 15:06 8pgs
Fees:42.00 Taxes:0.00
20020711-0083763

MARITAL DISSOLUTION AGREEMENT

FILED

2002 JUN 24 PM 3:01

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **DEBORAH ANN DRAKE**, RICHARD R. ROOKER CLERK "Wife", against **MARVIN LOUIS DRAKE**, hereinafter referred to as "Husband", and [redacted] D.C.

WHEREAS, these parties are presently living separate and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) **CONSIDERATION:** The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE:** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) **TAX EXEMPT STATUS:** This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

(4) **TRIAL:** Wife shall proceed to Court to obtain a divorce upon the grounds of irreconcilable differences.

(5) **CUSTODY:** There is one minor child born of the marriage, namely Evan Drake. The Juvenile Court of Davidson County has jurisdiction over the issue of jurisdiction and custody due to a juvenile case: In the matter of Evan Drake: DOB: 5-27-92; File No. 2119-64149; Docket No. 21 51304.

(6) **MARITAL HOME**: The parties own a home located at 2951 McGavock Pike, Nashville, Davidson County, Tennessee 37214. Any right, title and interest that Wife has, in and to said property, shall be divested from her and reinvested in Husband in fee simple absolute. He shall assume any liabilities owing thereon and hold Wife harmless and indemnify her from any responsibility thereon.

(6) **CUMBERLAND GARDENS**: Any right, title and interest that Wife may have, in and to Lot 655 and lot 656, Pathfinder Trail, Crossville, Tennessee, shall be divested from her and reinvested in Husband in fee simple absolute. He shall assume any liabilities owing thereon and hold Wife harmless and indemnify her

from any responsibility thereon.

(7) **VEHICLES:** All right, title and interest that Wife has, in and to the 1991 Ford Taurus, shall be divested from her and reinvested in Husband in fee simple. He shall assume any debt owing thereon, and hold Wife harmless and indemnify her from any responsibility owing thereon.

All right, title and interest that Husband has, in and to the 1997 Ford Contour, shall be divested from him and reinvested in Wife in fee simple. She shall assume any debt owing thereon, and hold Husband harmless and indemnify him from any responsibility owing thereon.

(8) **BANK ACCOUNTS:** Each party shall be awarded their bank accounts in their individual names, free, free from any claim by the other party.

(9) **FURNITURE/FURNISHINGS**: Wife shall be awarded the spare bedroom set that includes the headboard, footboard, linens, bedding, boxspring, mattress, dresser and nightstand in the spare bedroom; the TV and VCR in the family room; copies of all pictures of Evan including all of the framed pictures; camcorder; cannon camera; tapes of Evan that go with Camcorder; heart with handprint of Evan's hand; Evan's bronzed baby shoes; Freezer in basement; Couch and loveseat in living room; over 4,000.00 baseball, football, basketball and NASCAR trading cards; 2 tri-color necklace, tri-color bracelet, diamond stud earrings if Husband can locate them, Wife's personal clothing, personal effects, decorative items and knickknack shelves.

(11) **DEBTS:** Neither party shall make any further extensions of credit in the name of the other party. Each party shall assume responsibility for any debts in their individual name that they have individually accumulated, and they shall hold the other party harmless and indemnify them from any responsibility owing thereon.

(12) **ALIMONY IN SOLIDO**: Wife shall be awarded the sum of **FORTY-FIVE THOUSAND DOLLARS ($45,000.00)** as alimony in solido. Husband shall have no more than ninety days from the signing of this Marital Dissolution Agreement to pay Wife said amount. Wife shall be awarded a lien against the marital home located at 2951 McGavock Pike, Nashville, Davidson County, Tennessee 37214 to secure this payment. The parties agree that said money shall be non-taxable to Wife and non-deductible to Husband, and non-dischargeable at bankruptcy by Husband.

(13) **ALIMONY:** Both parties agree to waive any claim to alimony, past, present or future.

(14) **RESTRAINING ORDERS:** All restraining Orders issued during the divorce case shall be vacated.

(15) **ATTORNEY'S FEES:** Each party shall be responsible for their individual attorney's fees.

(16) **COURT COSTS:** The costs of this cause shall be paid by Husband, for all of which execution

may issue.

(17) **ENFORCEMENT PROVISION:** In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(18) **FAIRNESS OF AGREEMENT:** Wife acknowledges that the provisions of this agreement are fair, adequate and satisfactory to her and in keeping with her reasonable requirements.

(19) **VOLUNTARY ACCEPTANCE:** Both parties hereby acknowledge that they are fully apprised of all of the assets and liabilities of the marriage and of their spouse, and that they wish to proceed with the above-styled divorce action with all possible speed, and to minimize costs and attorneys fees associated therewith. Both parties have had the opportunity to retain counsel. By signing this document, each party indicates that that they do not want to proceed with formal discovery, including completing interrogatories and request for production of documents or discovery depositions that are designed to discover assets or debts. Both parties acknowledge that they have not been given any tax advise by their attorneys. The parties further release the attorneys of record from any obligation to complete the discovery process. Each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(20) **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties, and here are no representations, warranties, covenants or undertakings other than those expressly set forth

(21) **ACCEPTANCE BY THE PARTIES:** With respect to each party's responsibility for the 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 nondischargeable debt under 11 USC section 523(a)(5) or section 523 (a)(15) of the Bankruptcy Code. The parties agree that with respect to the debts that they are assuming, each debtor has the ability to pay said debts from income not reasonably necessary for the maintenance or support of the debtor, or debtor's dependents, or own business. Each debtor also states that the benefit to the former spouse or child(ren) outweighs the determent that it could cause to said debtor.

(22) **COMPLETE DISCLOSURE:** Each party has made a full and complete disclosure of his or her assets and liabilities.

(23) **ESTATE WAIVER:** It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may

have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(24) **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this the 5 day of June 2002, as to the Wife, and the 5 day of June 2002 as to the Husband.

DEBORAH ANN DRAKE

MARVIN LOUIS DRAKE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **DEBORAH ANN DRAKE**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 5th day of June, 2002.

NOTARY PUBLIC

My Commission Expires: 9-28-02

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **MARVIN LOUIS DRAKE**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 5th day of June, 2002.

Jackie E Dawson
NOTARY PUBLIC

My Commission Expires: 9/28/02

~~It is further **ORDERED AND ADJUDGED** that the requirement of both parents to attend mediation is waived inasmuch as jurisdiction over the custody of the parties minor child, Evan Drake remains under the jurisdiction of the Juvenile Court of Davidson County.~~

It is further **ORDERED AND ADJUDGED** that the Petition for Civil Contempt, heretofore filed by Mrs. Drake is hereby stricken.

It is further **ORDERED AND ADJUDGED** that the addresses of the parties are as follows:

Deborah Ann Drake
6505 Rolling Fork Drive
Nashville, TN 37205

Marvin Louis Drake
2951 McGavock Pike
Nashville, TN 37214

It is further **ORDERED AND ADJUDGED** by the Court that the costs of this cause are to be assessed against the husband, Marvin Louis Drake, for all of which execution may issue if necessary.

Entered this the 26th of June, 2002.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

BY: **DAVID W. GARRETT**
P.R. # 13248
ATTORNEY FOR MRS. DRAKE
43 Music Square, West
Nashville, Tennessee 37203
615/244-4279

BY: **J. ROBIN MCKINNEY, JR.** By David W. Garrett P.R. 13248
P.R. #16807
ATTORNEY FOR MR. DRAKE
214 Second Avenue North, Suite 103
Nashville, Tennessee 37201
615/256-2602

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 26 day of JUNE , 2002 , in the Case Number 00D2467 between DRAKE, DEBORAH ANN Plaintiff, and DRAKE, MARVIN LOUIS Defendant, as same remains of record in Vol. 4288 , Page 791290 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 11 day of JULY in the year two thousand two and in the 226th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk