IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
95 JUN -6 PM 4:31
RICHARD R. ROOKER, CLERK
D.C.

LINDA ANN THOMPSON,
Plaintiff,
vs.
JAMES M. THOMPSON, JR.,
Defendant.

NO. 95D-684

Davidson County DEEDDIV
Recvd: 05/02/03 15:16 6pgs
Fees:32.00 Taxes:0.00
20030502-0059132

FINAL DECREE

This cause came on to be heard on the 6th day of June, 1995, upon the plaintiff's Complaint for Absolute Divorce, upon the written and notarized Marital Dissolution Agreement executed by the parties, the testimony of the plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce, and provided for by T.C.A. Sec. 36-4-101 (11).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and more specifically, the terms of that Agreement are as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA ANN THOMPSON	)	
	)	
	)	NO. 95D-684
vs.	)	
	)	
JAMES M. THOMPSON, JR.	)	

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 1st day of June, 1995, by and between LINDA ANN THOMPSON, hereinafter referred to as "Wife", and JAMES M. THOMPSON, JR., hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Agreement will be used in a Circuit Court Divorce action, Docket No. 95D-684, the parties do agree as hereinbelow set out:

1. The only reall property in which the parties share a joint interest is a house and lot located at 4814 Hopedale Drive, Nashville, Tennessee, 37211. With regard to said real property, the parties agree as follows:

(a) Title to said real property shall remain in the names of both parties as tenants in common until such time as it may be sold upon terms and conditions mutually agreeable to both parties within five (5) years from the signing of the Agreement.

(b) The Husband shall have the right to live in said dwelling until it is sold.

(c) The Husband hereby agrees to be solely responsible for and hold the Wife harmless therefrom the timely repayment of the mortgage indebtedness, insurance, and taxes until it is sold.

(d) When said real property is sold, the net proceeds shall be split equally between the Husband and Wife.

(e) Net proceeds shall be defined, for the purposes of this Agreement, as the net amount due the sellers after repayment in full of the mortgage indebtedness, and payment of pro-rata real estate taxes, real estate agents' commissions, and other ordinary selling expenses.

(f) Both parties hereby agree to sign any documents necessary in order to effectuate the provisions herein.

2. The Husband shall have all right, title and interest in and to one (1) 1992 Cadillac vehicle, which is currently titled in the Husband's name only and the Husband shall be solely responsible for any indebtedness and encumbrance secured thereby.

3. The Wife shall have all right, title and interest in and to one (1) 1991 Honda Prelude vehicle currently titled in both parties' names and the same being unencumbered. The Husband agrees to sign any document necessary in order to place title to said vehicle solely in the Wife's name.

4. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

5. The parties hereby agree that, except as described herein, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

6. The Husband hereby agrees to pay to the Wife the sum of Three Hundred Dollars ($300.00) per month as alimony <u>in futuro</u>. Said payments shall commence with the signing of the agreement and shall continue to be due and payable on or before the first

of the month by the husband to the Wife of each succeeding month in each succeeding year and shall terminate only upon the Wife's remarriage or death, whichever occurs first. Said payments shall also increase by Fifty Dollars ($50.00) per month in five years for a total of Three Hundred Fifty Dollars ($350.00) per month and then shall increase again in ten (10) years by Fifty Dollars ($50.00) for a total of Four Hundred Dollars ($400.00) per month.

7. The Husband hereby agrees to reimburse the Wife any and all costs of this divorce on the grounds of irreconcilable differences and said sum shall be paid by the Husband to the Wife on or before the final hearing in this case.

8. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

9. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Linda Ann Thompson
LINDA ANN THOMPSON

James M. Thompson Jr.
JAMES M. THOMPSON, JR.

Linda Ann Thompson
Subscribed and Sworn to before me this
1st day of June, 1995
Robert C. Williams Jr.
Notary Public
My Commission Expires Sept 27, 1997

Subscribed and Sworn to before me this
1st day of June, 1995
Robert C. Williams
Notary Public
My Commission Expires Sept 27, 1997

It is, THEREFORE, ORDERED that bonds of matrimony binding the parties hereto be absolutely and forever dissolved and that the plaintiff is hereby awarded an Absolute Divorce; and that each of the parties' being Linda Ann Thompson, 300 Hickory Hollow Place, #105, Antioch, Tennessee, 37013, and James M. Thompson, Jr., 4814 Hopedale Drive, Nashville, Tennessee, 37211, that the parties' Marital Dissolution Agreement is ratified and made a part of this Final Decree; and that the costs of this cause be assessed against the plaintiff.

For all of which execution may issue as necessary.

ENTER, this 6th day of June, 1995.

JUDGE

SUBMITTED FOR ENTRY:

TED F. WALKER
Sup. Ct. Reg. No. 5259
Attorney for Plaintiff
1820 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
615/244-7707

CERTIFICATE OF SERVICE

I, HEREBY CERTIFY that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid to defendant at the above address this 6th day of June, 1995.

TED F. WALKER

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 06 day of JUNE , 1995 , in the Case Number 95D684 between THOMPSON, LINDA ANN Plaintiff, and THOMPSON, JAMES M. JR. Defendant, as same remains of record in Vol. 244C , Page 1752 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 25 day of APRIL in the year two thousand three and in the 226th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

