FILE BOX 7
SP 43339

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

2004 SEP -7 AM 10:46
RICHARD ... CLERK
B Rawls

ROBERT E. EDDINS,
Plaintiff,

vs.

LISA ANN EDDINS,
Defendant.

DOCKET NO.: ~~04D-1621~~ 1266

FINAL DECREE

This cause came on to be heard on the 7th day of September, 2004, before the Honorable Carol Soloman, Judge for the Eighth Circuit Court for Davidson County, Tennessee, upon the pleadings, the notarized Marital Dissolution Agreement, the testimony and the record as a whole, from all of which the Court affirmatively finds that the parties have made fair and equitable distribution of their property and are entitled to an absolute divorce on the grounds of irreconcilable differences and that the Marital Dissolution Agreement is affirmatively approved as submitted.

It is therefore **ORDERED, ADJUDGED, and DECREED** that the Plaintiff be and hereby is awarded an absolute divorce from the Defendant and the parties are restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED, and DECREED** that the Marital Dissolution Agreement of the parties is hereby approved and ratified by the Court and is incorporated as an Order of this Court set out as follows:

Davidson County DEEDDIV
Recvd: 10/18/04 13:09 10pgs
Fees:52.00 Taxes:0.00
20041018-0124899

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

EIGHTH CIRCUIT

2004 JUN 24 AM 11:48

RICHARD R. ROOKER, CLERK

D.C.

ROBERT E. EDDINS, Plaintiff,	)	
vs.	)	DOCKET NO.: 04D1624
LISA ANN EDDINS, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

Comes now the parties and announce unto the Court that there are irreconcilable differences in their marriage and that they have entered into this agreement, subject to the Court's approval and the granting of an absolute divorce to the Plaintiff.

1. The parties agree that Wife's maiden name of Lisa Ann Jovicich shall be restored.

2. The parties own real property located at 3608 Burwick Place, Antioch, Tennessee. The parties agree that Husband shall be awarded sole title to, interest in, and possession of said real property. The real property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 92 on the Plan of Chatham Pointe, of record in Plat Book 6900, Pages 444 through 447, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Robert E. Eddins and Lisa A. Jovicich, now Lisa A. Eddins, by deed from John Michael McCrary and wife, Phyllis Elaine McCrary, of record in Book 11645, Page 258, Register's Office for said County. The said Lisa A. Jovicich and Lisa A. Eddins are one and the same person.
>
> This conveyance is subject to the following: All matters appearing on the plan of record in Book 6900, pages 444-447; Declaration of Covenants, Conditions and Restrictions of record in Book 7538, page 792, Book 7599, page 812, and Book 8667, page 381; Charter for Chatham Pointe Homeowners' Association, Inc., of record in Book 7597, page 977, By-Laws of Chatham Pointe Homeowners' Association, Inc., of record in Book 8679, page 446; Plan of record in Book 6900, pages 444-447,

said Register's Office, shows an Owner's Certificate, certain notes, easements and setback lines; all of record in the Register's Office for Davidson County, Tennessee.

All of Wife's right, title, and interest in said property shall be divested from Wife and shall vest solely in Husband. Wife shall execute a quitclaim deed to Husband. Husband shall refinance the existing debt on the real property so as to remove Wife from liability on said property. Husband shall refinance said property no later than September 1, 2004. Until such time as the property is refinanced, Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for all debt owing on said property.

Husband shall pay to Wife the sum of $15,000.00 for Wife's equity in said property. Husband shall pay said amount to Wife at such time as he refinances said property.

3. The parties have a joint savings account at the AEDC Credit Union. Each party shall be awarded interest in and possession of one-half of the monies on deposit in said savings account.

4. The parties have already divided their household goods. Husband shall be awarded sole title, interest in, and possession of all household furnishings, his clothing, and jewelry which are in his possession as of the date of execution of this agreement. Wife shall be awarded sole title to, interest in, and possession of all household furnishings, clothing, and jewelry which are in her possession as of the date of execution of this agreement.

5. Husband shall be awarded sole title to, interest in, and possession of the 1997 Dodge Ram which is paid for and which is titled to Husband. Wife shall be awarded sole title to,

interest in, and possession of the 2002 Madza Tribute which is titled to Wife and which is subject to indebtedness. Husband has no liability on said indebtedness. Wife shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for the said 2002 Madza Tribute.

6. Husband shall be awarded sole title to, interest in, and possession of the 17' Nitro fishing boat which is jointly titled. Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for the debt owing on said 17' Nitro fishing boat.

7. The parties have no children born of the marriage and none are expected.

8. Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for all debts incurred by Wife both before and after the date of separation of the parties. Wife shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for all debts incurred by Wife both before the date of separation of the parties.

10. Each party shall be awarded sole title to, interest in, and possession of all monies on deposit, retirement plans, 401K plans, stocks, and bonds which are in that party's name.

11. The parties affirmatively acknowledge that this marital dissolution agreement disposes of all of the assets and liabilities of the parties and that there are no assets or liabilities of the parties which have not been disposed of under the terms of this agreement.

12. Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts

and/or indemnify and hold the other party harmless from any liability thereof, such obligation is not a division property but shall be deemed to be a support obligation under 11 USC Section 523(5), which is non-dischargeable in bankruptcy as to the other party.

13. Each party agrees to execute all documents, titles, and any other instruments necessary to give full force and effect to this agreement.

14. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall also be entitled to a judgment for reasonable expenses, including the attorney's fees incurred in prosecuting the action.

15. It is understood and agreed between the parties that this agreement shall be submitted to the Court for ratification and incorporation into the final decree of divorce between the parties.

16. 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 for 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, curtsey, statutory allowance, homestead rights, right to take against he 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 Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

17. This agreement shall be binding upon and inure for the benefit of the parties hereto, their personal representatives, heirs and assigns.

18. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily.

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

20. In the event that any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not effect the other provisions of this agreement, and said provision shall be severable.

21. It is understood and agreed between the parties, as part of this consideration for the execution of this agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

22. Subsequent to approval by the Court, this Marital

Dissolution Agreement may be altered or amended only by and instrument in writing signed by each of the parties, and approved by the Court, and this requirement cannot be waived by oral agreement.

23. Wife agrees to waive personal service in the Court action presently being prepared, said action to be styled, **ROBERT E. EDDINS vs. LISA ANN EDDINS, DOCKET NO:**_____ and filed in the Circuit Court for Davidson County, Tennessee.

24. The parties further agree that the above settlement agreement is fair and reasonable and that the same may be offered into evidence at any hearing in an action for divorce and made a part of any final decree of divorce in the event any Court see fit to grant a divorce.

25. The parties further agree that they have read the foregoing instrument and understand its terms therein and acknowledge that they have each received a copy of it.

IN WITNESS WHEREOF, Husband has executed this agreement on this the 18 day of June, 2004 and Wife has executed this agreement on this the 18 day of June, 2004.

Robert E. Eddins
Robert E. Eddins

Lisa Ann Eddins
Lisa Ann Eddins

eddinsDA/imatmc04#2

STATE OF TENNESSEE

COUNTY OF DAVIDSON

AFFIDAVIT

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **ROBERT E. EDDINS,** with whom I am personally acquainted with and who acknowledged that he executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 18 day of June, 2004, at Nashville, Tennessee.

Notary Public

My Commission Expires: 11-27-04

STATE OF TENNESSEE

COUNTY OF DAVIDSON

AFFIDAVIT

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **LISA ANN EDDINS,** with whom I am personally acquainted with and who acknowledged that she executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal this the 18 day of June, 2004 at Nashville, Tennessee.

Notary Public

My Commission Expires: 11-27-04

It is further **ORDERED** that the Wife's maiden name of Lisa Ann Jovicich shall be, and hereby is, restored.

It is further **ORDERED** that the costs of this cause shall be shall be taxed against the Plaintiff, for which execution may issue if necessary.

It is further **ORDERED** that upon the signing of this Order, the attorney for the Plaintiff is relieved of further duties as attorney of record for the Plaintiff in this cause.

Enter this the 7th day of September, 2004.

Judge

APPROVED FOR ENTRY:

Martha Child, #7213
Attorney for Plaintiff
392 Harding Place, Suit 215
Nashville, TN. 37211
(615) 834-4300

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been served by postage prepaid mail upon Lisa Ann Jovicich Eddins, 3608 Burwick Place, Antioch, TN. 37013 on this the 7 day of Sept., 2004.

Martha Child

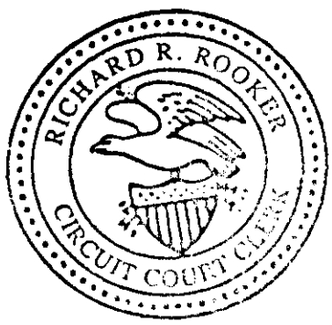
fdidnc/ibmpts

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 07 day of SEPTEMBER , 2004 , in the Case Number 04D1621 between EDDINS, ROBERT E Plaintiff, and EDDINS, LISA ANN Defendant, as same remains of record in Vol. 5692 , Page 1633157 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 16 day of SEPTEMBER in the year two thousand four and in the 228th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk