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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK

D.C.

SHIRLEY ANN WILKERSON,

Plaintiff,

vs.

LEO WILKERSON, JR.,

Defendant.

No. 94D-3984

FINAL DECREE

This cause came to be heard on February 21, 1995 before the Honorable Jack Norman, Jr., Special Judge ~~Muriel Robinson, Judge~~ of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce filed herein, testimony of the Plaintiff in open Court, the Martial Dissolution Agreement submitted to the Court for approval and statement of counsel, from all of which the Court finds as follows:

That certain inappropriate marital conduct has arisen between the parties as renders a further continuation of the marriage unsafe and improper.

The Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff herein is hereby awarded an absolute divorce on the grounds of inappropriate marital conduct pursuant to T.C.A. 36-4-129 and both parties are hereby restored to all rights and privileges of unmarried persons.

It is further ORDERED that the Wife now resides at 3317 Ironwood Drive, Nashville, Tennessee 37214.

It is further ORDERED that the Husband now resides at 3317 Ironwood Drive, Nashville, Tennessee 37214.

It is further ORDERED that the Marital Dissolution Agreement submitted to the Court for approval and made the Order of this Court and as in words and figures as follows:

Davidson County DEEDDIV
Recvd: 12/17/04 12:42 10pgs
Fees:52.00 Taxes:0.00
20041217-0150255

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHIRLEY ANN WILKERSON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 94D-3984
	)	
LEO WILKERSON, JR.,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into at Nashville, Tennessee, on this the _____ day of _____, 1994, by and between **SHIRLEY ANN WILKERSON** hereinafter referred to as Wife, and **LEO WILKERSON, JR.**, hereinafter referred to as Husband:

WITNESSETH:

THAT WHEREAS, the parties are man and wife and as a consequence of certain inappropriate marital conduct that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. DIVORCE: The Wife shall proceed to trial and obtain a divorce on the grounds of inappropriate marital conduct. The Marital Dissolution Agreement shall be submitted to the Court for approval, and if approved, be made part of the Court's Final Decree.

2. VENUE AND SERVICE OF PROCESS: Each of the parties hereby acknowledge that a divorce action is pending under the above-style docket and docket number 94D-3984 in the Fourth Circuit Court for Davidson County, Tennessee. Husband waives further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Wife is represented by Philip E. Smith.

3. ALIMONY: The parties agree that neither party shall be entitled to alimony in this cause of action.

4. PERSONAL PROPERTY: Except as specifically provided herein the parties have already divided the personal property among themselves and the property in the possession of that respective party at this time will become the sole and separate property of said party, free and clear from any claim of the other party. Said other party being divested of all right, title and interest contained in the personal property.

Further, all property brought into the marriage by the parties will become the sole and separate property of the respective party that brought said property into the marriage free and clear any claim from the other party. The parties acknowledge that this is the separate property of that respective party.

The parties agree that the Husband shall retain ownership of the table and chairs located down stairs in the marital homeplace; the trimmer; and the dog. The parties agree that all ownership in said personal property is divested from the Wife and vested in the Husband.

The parties agree that the Wife shall receive the freezer; the outside furniture. Further, the parties agree that all ownership in said personal property is divested from the Husband and vested in the Wife.

5. REAL PROPERTY: The parties acknowledge that they own certain real property located at 3317 Ironwood Drive, Nashville, Tennessee, described more particularly as follows:

> Land in Davidson County, Tennessee, being Lot No. 255 on the Plan of Hickory Bend, Section 4, of record in Book 4175, page 34, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to Shirley A. Wilkerson by deed from Metropolitan Nashville Airport Authority, as of record in Book 893[illegible], page 810, said Register's Office.

The parties agree that all right, title and interest in said property shall vest in the Wife with the Husband being divested of any interest therein. In lieu of any claim that the Wife has in regard to said real property, the Wife agrees to pay the Husband the sum of $2600.00 after the Husband affixes his signature to the Quit Claim Deed divesting any interest he may have in said property to her. The parties further agree that the Wife will assume all

responsibility payment of the mortgage and hold the Husband harmless on the same.

6. AUTOMOBILES: The Wife will receive the automobile that she is currently driving. She agrees to assume all financial responsibility associated with said automobile and hold the Husband harmless on the same. The parties agree that the Husband will be divested of all right, title and interest in said automobile.

The parties agree that the Husband shall retain ownership in the 1988 C15 Truck. Further, the Husband agrees to take the truck out of the Wife's name. Further, all right, title and interest in said truck is divested out of the Wife and vested in the Husband. The Husband agrees to hold the Wife harmless on any and all indebtedness associated with the truck.

7. DEBTS AND OBLIGATIONS: Except as provided specifically for herein, the parties agree be responsible for their own separate debts. Further, the parties agree to hold the other party harmless in regard to their respective debts.

The parties further agree that all expenses associated with the house will be assumed by the Wife. Further, the Wife will assume all responsibility for all credit cards in her name and agrees to hold the Husband harmless on the same.

8. ATTORNEY'S FEES AND COURT COSTS: Each party agrees to be responsible for their own attorney's fees. Further, the parties agree to split equally all court costs.

9. TAX LIABILITY: The parties agree that beginning with tax year 1995, they will be filing separate income tax returns. The parties further agree that they will cooperate to see that the most effective filing of income tax has taken place to insure the greatest benefit to both parties. Any and all refunds for tax year 1994 will be split equally between the parties.

10. TEMPORARY COURT ORDER: Upon the execution of this Agreement the parties agree that the terms and conditions setforth herein shall operate as a temporary order of the Court pending the final hearing of this cause or to all issues set forth therein. The parties agree to execute an Agreed Order to that effect.

11. MAIDEN NAME: The parties agree that the Wife shall be

restored to her maiden name of MELOON.

12. MISCELLANEOUS PROVISIONS: 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 therefore, such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) which is not dischargeable in bankruptcy as to other party.

(A) In the event a creditor of either party makes a claim against the other party which is upheld by a Court of competent jurisdiction, to pay any debts for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest and expenses incurred in defending the creditor's claim including reasonable attorney's fees.

(B) In the event that it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgement for reasonable expenses including attorney's fees incurred in prosecution said action.

(C) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

(D) It is understood and agreed between the parties that this Agreement shall 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 their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights and claims which each may have or hereafter acquire under law of any jurisdiction with respects to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead, 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 the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(E) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

(F) The parties acknowledge that there are no assets owned by them, wither jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

(G) 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 in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

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

(I) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such valid provisions shall not effect the other provisions of this Agreement, said provisions being severable.

(J) It is understood and agreed between the parties that, as part of the 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.

(K) This Agreement may be altered, amended, or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

(L) The parties agree that alimony and/or child support or

other payments which may still be owing by one party to the other at the time of his or her death shall continue beyond his or her death and shall be debts and obligations which shall be binding on and payable by his or her estate, heirs, and executors as if he or she were still living.

(M) The Husband and Wife acknowledge that to the best of their knowledge, that they have no outstanding joint indebtness other than that specifically set out herein. However, in the event that any other indebtness exists, whoever incurred such indebtness shall be responsible for payment. Each party covenant with the other that, from the date of the divorce, neither will contract any indebtness upon the credit of the other of the other and that if either shall be compelled to pay future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce os granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a Divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

Shirley Ann Wilkerson
SHIRLEY ANN WILKERSON

Leo Wilkerson Jr.
LEO WILKERSON, JR.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named SHIRLEY ANN WILKERSON with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 4th day of January, 1995.

Lynda K. Hunter
NOTARY PUBLIC

My Commission Expires: 5/23/98

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named LEO WILKERSON, JR., with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 9th day of Dec., 1994.

Joyce E. Guattrini
NOTARY PUBLIC

My Commission Expires: Feb 28th 1995

It is further ORDERED that costs of this proceeding will be taxed equally between the parties for which execution may issue, if necessary.

ENTERED THIS THE 21 DAY OF Feb, 1995.

Jack Norman Jr.
~~MURIEL ROBINSON, JUDGE~~
Special Judge

Approved for Entry:

PHILIP E. SMITH #13421
Attorney for the WIFE
213 Third Avenue, North
Nashville, Tennessee 37201
(615) 242-5453

#12477
approved on behalf of P. Smith

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Final Decree has been mailed postage prepaid to Scott Parsley, Attorney for the Husband, at: 217 Second Avenue, North, Nashville, Tennessee 37201-1601, on this the 21st day of Feb, 1995.

PHILIP E. SMITH

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 21 day of FEBRUARY , 1995 , in the Case Number 94D3984 between WILKERSON, SHIRLEY ANN Plaintiff, and WILKERSON, LEO JR. Defendant, as same remains of record in Vol. 240B , Page 1345 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 14 day of DECEMBER in the year two thousand four and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____ Deputy Clerk

SEAL

