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RICHARD R. ROOT, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT
FOR THE TWENTIETH JUDICIAL DISTRICT OF TENNESSEE
AT NASHVILLE

| | | |
|---|---|---|
| TIMOTHY CLARK<br>Complainant | ) | |
| vs. | ) | Civil Action Number<br>96D 1005 |
| MADYLIN C. CLARK<br>Defendant | ) | |

FINAL DECREE

This cause came on to be heard on this 25th day of June, 1996, before the Honorable Judge Muriel Robinson, upon the original complaint, testimony of the complainant, statement of counsel, the marital dissolution agreement heretofore entered into by the parties, and the entire record in this cause, from all of which the Court finds that irreconcilable differences exist between the parties; that the complainant should have an absolute divorce from the defendant and be restored to all the right and privileges of an unmarried person; that the written marital dissolution agreement heretofore entered into between the parties provides for the equitable settlement of any property rights between them and it should be approved and made a part of this judgement.

**IT IS THEREFORE, ORDERED AND ADJUDGED** by the Court that the bonds of matrimony heretofore subsisting between the complainant, Timothy Clark and the defendant Madylin C. Clark be and the same are hereby, forever and perpetually dissolved and for nothing held; and that the complainant, Timothy Clark, be and is hereby granted an absolute divorce from the defendant, Madylin C. Clark, and restored to all the right and privileges of an unmarried person.

**IT IS FURTHER, ORDERED AND ADJUDGED** by the Court that the marital dissolution agreement entered into between the parties be and the same is hereby approved, which agreement is as follows:

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FILED

IN THE CIRCUIT COURT FOR THE
TWENTIETH JUDICIAL DISTRICT OF TENNESSEE
AT NASHVILLE

TIMOTHY CLARK )
)
Plaintiff, )
) No. 96D-1005
vs. )
)
MADYLIN C. CLARK )
)
Defendant )

MARITAL DISSOLUTION AGREEMENT

**THIS AGREEMENT,** made and entered into this 2 day of April, 1996, by and between Timothy Clark, hereinafter referred to as "Husband" and Madylin C. Clark, hereinafter referred to as "Wife".

**WITNESSETH:**

**WHEREAS** the parties hereto were married on Feburary 11, 1966, in Nashville, Tennessee, and

**WHEREAS** the Husband intends to institute divorce proceeding against the Wife seeking an absolute divorce in the Domestic Relations Courts of Davidson County, Tennessee, and

**WHEREAS** the parties have acquired certain real and personal property and they desire to enter into an agreement respecting their rights, title and interest in such property; and

**WHEREAS** the parties now desire to clarify, amplify and make more specific their respective rights and obligations.

**NOW THEREFORE,** in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the Husband and Wife as follows:

1. That certain irreconcilable differences have arisen between the parties since their marriage, and they plan to live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way.

2. The Wife shall receive, free from any claim of the Husband, any and all real and personal property acquired by her prior to and during the time of marriage, including, but not

limited to her automobile, personal accounts, household goods and furnishings which are presently in her possession, subject to all indebtedness thereon and she shall hold the husband harmless on any and all such debt.

3. The Husband shall receive, free from any claim of the Wife, any and all real and personal property acquired by him prior to and during the time of marriage, including, but not limited to his automobile, personal accounts, household goods and furnishings which are presently in his possession, subject to all indebtedness thereon and he shall hold the Wife harmless on any and all such debt.

4. Each party shall be responsible for his or her debts and they agree to hold the other harmless on any and all such debts.

5. Each party shall be responsible for his or her individual credit cards accounts and they agree to hold the other harmless on any and all such debts.

6. Each party shall be responsible for his or her attorney's fees.

7. The Husband shall pay the costs of this cause.

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

**IN WITNESS WHEREOF,** the parties have executed this agreement on the day and date first above written, in Davidson County, Tennessee.

TIMOTHY CLARK

MADYLIN C. CLARK

**STATE OF TENNESSSE)**
**COUNTY OF DAVIDSON)**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainor, Timothy Clark, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within agreement for the purposes therein contained.

**WITNESS** my hand and official seal at Nashville, Tennessee, this the 2 day of April, 1996.

Notary Public

My Commission Expires: 1-25-97

**STATE OF TENNESSEE)**
**COUNTY OF DAVIDSON)**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainor, Madylin C. Clark, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within agreement for the purposes therein contained.

**WITNESS**, my hand and official seal at Nashville, Tennessee, this the 14th day of June, ~~1995~~ 1996.

Notary Public

My Commission Expires: 4-6-96

**IT IS FURTHER ORDERED AND ADJUDGED** that the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

**IT IS FURTHER ORDERED AND ADJUDGED** by the Court that the complainant shall pay the costs of this cause.

This cause is retained in this Court for the enforcement of this decree and the issuance of future orders as may be necessary, and J. Blake Freeman, attorney for complainant, is hereby relieved from any further responsibility as counsel of record in this cause.

For all if any execution may issue, if necessary.

Entered this 25th day of June, 1996.

JUDGE

TO BE ENTERED:

J. Blake Freeman #10959
51 Century Blvd., Suite 110
Nashville, Tn. 37214
(615) 391-3480

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing has been delivered to Madylin C. Clark at 1037 Centerpoint Rd. Apt. 606, Hendersonville Tn. 37075 by depositing the same in the United States mail, postage prepaid, this the 4th day of June, 1996.

J. Blake Freeman

**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 25 day of JUNE , 1996 , in the Case Number 96D1005 between CLARK, TIMOTHY Plaintiff, and CLARK, MADYLIN C. Defendant, as same remains of record in 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 31 day of OCTOBER in the year two thousand seven and in the 231st year of American Independence.

SEAL

**RICHARD R. ROOKER,** Clerk,

By _____ Deputy Clerk