Minutes, AUGUST Term, 12TH Day of, AUGUST, 19 98

IN THE CHANCERY COURT FOR ROBERTSON COUNTY, TENNESSEE
AT SPRINGFIELD

DALE KENWAY SELPH, )

COMPLAINANT )

VS. ) RULE NO. 13955

LINDA JENNETTE EDWARDS SELPH, )

DEFENDANT )

FILED
CLERK & MASTER
ROBERTSON COUNTY, TN
AUG 12 1998
O'CLOCK M
KENNETH HUDGENS

DIVORCE DECREE

This cause came to be heard on this the 12 day of August, 1998, before the HONORABLE CAROL CATALANO, Chancellor of the Chancery Court for Robertson County, Tennessee, upon the Complaint, the oral testimony of the Complainant in open Court, the Marital Dissolution Agreement made and entered into by and between the parties on the 10th day of June, 1998 and upon the entire record, from all of which the Court is of the opinion that the parties have developed irreconcilable differences pursuant to Tennessee Code Annotated 36-4-103(a)(3).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the Complainant and the Defendant be and the same are forever and absolutely dissolved and that Complainant is restored to all rights, privileges, and immunities of an unmarried person.

The Court has affirmatively found that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties.

IT IS THEREFORE FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Marital Dissolution Agreement dated the 10th day of June, 1998, entered into and executed by the parties hereto be incorporated into this decree in its entirety, said Marital Dissolution Agreement being as follows:

BILL GARRETT, Davidson County
Trans:T20100029849 DEEDDIV
Recvd: 05/18/10 12:01 5 pgs
Fees:27.00 Taxes:0.00
20100518-0038274

MARITAL DISSOLUTION AGREEMENT

Day of AUGUST

THIS AGREEMENT made and entered into on this the 10th day of June, 1998, by and between DALE KENWAY SELPH, hereinafter called the Husband, a resident of Robertson County, Tennessee, and LINDA JENNETTE EDWARDS SELPH, hereinafter called the Wife, a resident of Davidson County, Tennessee;

WHEREAS, both parties have suffered certain irreconcilable differences in their marriage and it appears that there is no hope of reconciliation, and

WHEREAS, the Husband, DALE KENWAY SELPH, has commenced a divorce action in the Chancery Court for Robertson County, Tennessee, at Springfield, said action being Rule No. _____; that the grounds for said divorce action are irreconcilable differences; and

WHEREAS, the Wife, LINDA JENNETTE EDWARDS SELPH, does hereby acknowledge that she has full Notice of the said divorce proceedings and the relief sought therein; and that she does hereby waive personal service of process of said divorce action, pursuant to Tennessee Code Annotated 36-4-103(a)(2), and that such waiver is part of this Agreement entered into by the parties; and

WHEREAS, it is the decision of the parties, subject to the approval of this Court, to amicably settle their differences with respect to all property rights and obligations for payment of debts and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all their property and all other rights and obligations arising out of the marital relationship, and,

WHEREAS, both parties are aware of their legal rights insofar as any contemplated Court action is concerned and have had the opportunity of advice of counsel,

NOW, therefore, for and in consideration of the premises herein above stated, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. That the Husband shall retain as his sole and separate property, free from all claims of Wife, his personal property and personal effects in his possession.

2. That the Wife shall retain as her sole and separate property, free from all claims of Husband, her personal property and personal effects in her possession.

3. That the Wife is the owner of real property located in Davidson County, Tennessee and more accurately described as follows, to-wit:

> TRACT #2: BEGINNING at an iron pin set in the southerly margin of Union Hill Road, a corner to Sadie E. Pewitt property of record in Deed Book 4649, page 731, Register's Office for Davidson County, Tennessee and being the most northwest corner of this tract; thence with the margin of said Road N 75 deg. 33' 26" E 87.96 feet to a point; thence continuing with the margin of said road, N 70 deg. 12' 24" E 22.04 feet to an iron pin set; thence leaving said Road and with a new line for the next four calls as follows: S 11 deg. 59' 26" E 345.82 feet to an iron pin set by a post; thence S 5 deg. 27'

S 6° E 151.13 feet to an iron pin set by a walnut tree; thence S 12 deg. 24' 44" W 426.52 feet to an iron pin set; thence S 83 deg. 02' 14" E 331.53 feet to an iron pin set in the line of Turner G. Binkley; thence with the line of said Binkley S 6 deg. 15' 21" W 270.72 feet to an iron pin set corner to said Binkley and the northerly line of F. W. Gray property; thence with the line of Gray, N 83 deg. 02' 14" W 434.26 feet to an existing iron pin; corner of said Gray and a corner to Robert E. Newlin; thence with the line of Newlin N 76 deg 24' 21" W 47.78 feet to an existing iron post in the line of said Newlin and being the most southeast corner of said Pewitt; thence with the line of said Pewitt N 3 deg. 57" 04" E 1123.97 feet to the beginning, containing 6.696 acres, more or less.

BEING the same property conveyed to Linda Uselton Selph by Joe V. Edwards and wife, Vallie Mae Edwards, in a deed appearing of record in Deed Book 10649 Page 602, Register's Office for Davidson County, Tennessee.

The Husband agrees to convey all his right, title and interest in said real property to the Wife, and she will be responsible for any encumbrance thereon.

4. That the Husband shall retain as his sole and separate property, free from all claims of Wife, the 1989 Toyota and 1986 GMC pickup titled in his name, and he will be responsible for any encumbrance thereon.

5. That the Wife shall retain as her sole and separate property, free from all claims of Husband, the 1996 Buick, 1994 Saturn, and 1984 Buick titled in her name, and she will be responsible for any encumbrance thereon.

6. That the Wife shall retain as her sole and separate property, free from all claims of Husband, the 1989 Fleetwood mobile home titled in her name, and she will be responsible for any encumbrance thereon.

7. That each party will be responsible for the debts in their name and will hold the other party harmless therefrom.

8. That the Wife shall resume the use of her previously married name of LINDA JENNETTE EDWARDS USELTON.

This is a full, final and complete settlement, adjudicating all the rights of the respective parties hereto. The parties further agree to sign any and all instruments, documents, titles, covenants, or other deeds necessary to carry out the full purpose and intent of this Agreement.

The parties acknowledge that they have read this instrument in its entirety and have signed it freely and voluntarily, and without duress or coercion.

Signed this 10th day of June, 1998.

s/DALE KENWAY SELPH
DALE KENWAY SELPH

s/LINDA JENNETTE EDWARDS SELPH
LINDA JENNETTE EDWARDS SELPH

STATE OF TENNESSEE )
COUNTY OF ROBERTSON )

On this 10 day of June, 1998, personally appeared before me DALE KENWAY SELPH, to me known to be the person described herein as Husband, who made oath that he executed the foregoing Agreement and acknowledged that he executed the same as his own free act and deed.

s/ROBERT M. CRAWFORD
NOTARY PUBLIC

My commission expires: 7-19-98

STATE OF TENNESSEE )
COUNTY OF ROBERTSON )

On this 11th day of June, 1998, personally appeared before me LINDA JENNETTE EDWARDS SELPH, to me known to be the person described herein as Wife, who made oath that she executed the foregoing Agreement and acknowledged that she executed the same as her own free act and deed.

s/BARBARA E. MCCOOL
NOTARY PUBLIC

My commission expires: 7-13-99

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Marital Dissolution Agreement hereinabove set out is in all things ratified and approved.

CAROL CATALANO
CHANCELLOR

APPROVED FOR ENTRY:

ROBERT MICHAEL CRAWFORD #2409
Attorney for Complainant
512 Main Street
Springfield, TN 37172
615-384-1902 or 615-384-1917

STATE OF TENNESSEE
ROBERTSON COUNTY

I, Kenneth Hudgens, Clerk & Master of the Chancery Court of said County, do hereby certify that the foregoing instrument contains a true and complete copy of Divorce Decree as same appears of record or on the file in Book 89 Page 160 of the records of Robertson County, Tennessee
Given under my hand and seal this 24th day of June

KENNETH HUDGENS, Clerk & Master

By Candie Putnam

CHANCERY COURT ROBERTSON CO. TN

CERTIFICATE OF SERVICE

I, Robert Michael Crawford, hereby certify that I have mailed a copy of the foregoing Divorce Decree, this 12th day of August, 1998, to Linda Jennette Edwards Selph, 2255 Union Hill Road, Goodlettsville, Tennessee 37072.

ROBERT MICHAEL CRAWFORD