IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AUG 20 PM 3:11

CYNTHIA JANE GASSER,
Plaintiff/Wife,

vs. No. 90D-1600

PAUL GASSER, JR.,
Defendant/Husband.

BILL GARRETT, Davidson County
Trans:T20110049276 DEEDDIV
Recvd: 08/11/11 12:31 9 pgs
Fees:47.00 Taxes:0.00
20110811-0062006

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 20th day of August, 1990, before the Honorable ~~James Everett, Jr.~~ Thomas H. White Sr., Judge of the Probate Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Plaintiff/Wife, the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties which the Court finds makes a fair and equitable division of the parties' jointly owned property and the entire record in this cause. From all of which it appears to the Court that the Plaintiff/Wife should be awarded an absolute divorce from the Defendant/Husband upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that the current address of the Petitioner/Wife is 2210-B Cabin Hill Road, Nashville, Tennessee, 37214; and that the current address of the Defendant/Husband is 825 Colfax Drive, Nashville, Tennessee, 37214.

IT IS, THEREFORE, ORDERED that the Petitioner/Wife be, and she hereby is, awarded an absolute divorce from the Defendant/Husband upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be, and the same hereby is, approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CYNTHIA JANE GASSER, Plaintiff/Wife,	]	
vs.	]	No. _____
PAUL GASSER, JR., Defendant/Husband.	]	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between CYNTHIA JANE GASSER (hereinafter referred to as "Wife"), and PAUL GASSER, JR., (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings against the Husband, same being Civil Action No. _____ in the _____ Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicable settle their differences with respect to all property rights, support obligations 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 of their property and other matters of concern; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Divorce Proceedings to be Filed. The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences, and shall be restored to all the rights and privileges of an unmarried person. The Husband, by signing this agreement, waives further service of process or notice of the Soldiers and Sailors Civil Relief Act, 50 USCA 520 and acknowledges receipt of a copy of the complaint in this cause to which the Husband will make no further answer or counter-claim and consents to an entry of a Default Judgment and a Final Decree of Divorce.

2. Debts. Wife agrees to assume, pay and hold Husband harmless for the following debts as an element of the division of the parties' property:

Visa, Account #4453-006-107-772
Diners Club, Account #3889-201825-8406
Sears, Account #6-90565-75487-4
J. C. Penney's, Account #176-298-374-8-1

Husband agrees to assume, pay and hold Wife harmless for the following debts as an element of the division of the parties' property:

First American Bank Visa, Account #4439-013-003-169-832
J. C. Penney's, Account #160-526-703-64
Discover Card, Account #6011-0061-7002-6968
Dillards, Account #3-104-259-1
Castner Knott, Account #23-091-836-44
Central Hardware, Account #36-815-32224-3

3. Real Estate. The parties acknowledge that they own as tenants by the entirety, certain real property located at 825 Colfax Drive, Nashville, Davidson County, Tennessee, more particularly described as follows:

BEING Lot No. 130 on the Plan of Twin Lawn Subdivision of record in Book 2331, page 9, said Register's Office, to which plan reference is hereby made for a more complete description.

BEING the same property conveyed to Paul Gasser, Jr., unmarried, and Cynthia J. Jackson, unmarried, by deed of record in Book 6166, page 867, Register's Office for Davidson County, Tennessee.

The Husband agrees to assume the indebtedness on said property, paying to the Wife as her equity in said property, the sum of $10,000.00 (TEN THOUSAND DOLLARS), payable as follows:
Five thousand and no/100 ($5,000.00) Dollars on the date of the signing of the Final Decree of Divorce, the balance of Five

thousand and no/100 ($5,000.00) payable in monthly installments of $150.00 which said payment includes interest at the rate of ten (10.00%), the first such payment being due thirty (30) days from the date of the Final Decree in this matter, the balance, if any, shall be due and payable in full at the end of three years. All of Wife's right, title and interest to said property is hereby divested from her and vested in Husband as his sole and separate property subject to the lien retained by Wife in the amount of $5,000.00. Wife further agrees to execute and deliver to Husband any and all deeds and instruments necessary to convey title of said real estate to Husband.

4. Checking and Savings Account. The parties acknowledge that with regard to their joint account at First American Bank, Account #5327106, the sum of $500.00 (FIVE HUNDRED DOLLARS) shall belong to the Wife, with the balance belonging to the Husband. The parties further acknowledge that the savings account at Third National Bank, Account #003-3001307, presently in the Wife's name, shall belong to the Wife; the First American Bank, Account #5302000122347705, presently in the Husband's name, shall belong to the Husband; the Federal Credit Union, Account #25164-015, presently in the joint names of Husband and Wife, shall belong to the Wife.

5. Automobiles. The parties agree that each shall retain the vehicle now presently owned by him or her and shall execute any and all documents, if any, which may be necessary to change the titles. Each party shall maintain his or her own insurance on said vehicles. The Wife currently owns a 1988 Cadillac Sedan DeVille and the Husband currently owns a 1986 Toyota pick-up truck.

6. Personalty. The parties have divided between themselves the furniture, furnishings and personal belongs that were acquired during the marriage and each party makes no claim to any property in the possession of the other party.

7. Attorney Fees. Each party shall be responsible for his or her own attorney fees.

8. Non-Dischargeability. 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 therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

9. Claims. 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 debt 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 any expenses incurred in defending the creditor's claim, including reasonable attorney fees.

10. Non-Compliance. 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 attorney fees, incurred in prosecuting this action.

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

12. Final Settlement. 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 or 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, curtesy, statutory allowance, homestead rights, right to take against the 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

14. Full Disclosure. The parties acknowledge that there are no assets owned by them, either 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.

15. Voluntary Execution. 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 the Agreement is fair and equitable and that it is being entered into voluntarily.

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

17. Severance. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

18. Necessary Documents. 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.

19. Agreement. This Agreement may be altered, amended or

cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

CYNTHIA JANE GASSER

PAUL GASSER, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, CYNTHIA JANE GASSER, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained herein.

Witness my hand in Nashville, Tennessee, this 11th day of June, 1990.

NOTARY PUBLIC

My Commission Expires: 11/27/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, PAUL GASSER, JR., the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained herein.

Witness my hand in Nashville, Tennessee, this 8th day of June, 1990.

NOTARY PUBLIC

My Commission Expires: 11/27/93

ENTERED this 20th day of August, 1990.

~~James Everett, Jr.~~ Sharpe, Judge

APPROVED FOR ENTRY:

Mitchell A. Watts (#6718)
WATTS, UNDERWOOD & RUBENFELD
2000 Richard Jones Road, Suite 150
Nashville, TN 37215
615/269-6778

Attorney for Petitioner/Wife

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce was sent by U. S. Mail to: Paul Gasser, Jr., 825 Colfax Drive, Nashville, TN 37214, on this 20th day of August, 1990.

Mitchell A. Watts

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 SEVENTH Circuit Court for Davidson County, Tennessee, on the 20 day of AUGUST , 1990 , in the Case Number 90D1600 between GASSER, CYNTHIA JANE Plaintiff, and GASSER, PAUL JR 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 10 day of AUGUST in the year two thousand eleven and in the 235th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk