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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

95 MAY 15 PM 4:31

D.C.

| | | |
|---|---|---|
| **LEWIS WADE PRINCE** | ) | |
| **Plaintiff** | ) | **No. 95D-702** |
| **VS.** | ) | |
| **LOIS MARGARET PRINCE** | ) | |
| **Defendant** | ) | |

**FINAL DECREE**

This cause came on to be heard on this the 15th day of May, 1995, before the Honorable Muriel Robinson, Judge, of the Fourth Circuit Court upon the Complaint for Absolute Divorce filed on the grounds of Irreconcilable Differences. Upon Plaintiff heard in open Court, the Marital Dissolution Agreement presented to the Court, statement of counsel and the entire record in this cause from all of which the Court finds the sixty day statutory waiting period has elapsed, that the Marital Dissolution Agreement executed by the parties provides for a fair, just and equitable division of all of the property rights of the parties, and the Plaintiff is entitled to an absolute divorce on the grounds of Irreconcilable Differences.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** by the Court that **Lewis Wade Prince** is granted to an absolute divorce from **Lois Margaret Prince** and the parties are restored to all the rights and privileges of unmarried persons and the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Court that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court and each and every provision of said agreement is hereby made a specific order and decree of the Court. The Marital Dissolution Agreement is in words and figures as follows:

**PICK-UP**

BILL GARRETT, Davidson County
Trans:T20130030631 DEEDDIV
Recvd: 04/15/13 12:51 11 pgs
Fees:57.00 Taxes:0.00
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| LEWIS WADE PRINCE | ) | |
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| Plaintiff | ) | |
| VS. | ) | No. 95D-702 |
| | ) | |
| LOIS MARGARET PRINCE | ) | |
| | ) | |
| Defendant | ) | |

D.C.

**MARITAL DISSOLUTION AGREEMENT**

**THIS** Agreement entered into by and between **Lewis Wade Prince**, hereinafter called **"Husband"** and **Lois Margaret Prince**, hereinafter called **"Wife"**, subject to the foregoing premises, terms and conditions:

**WHEREAS**, the parties have experienced marital difficulties with the result that it is anticipated that Husband will file a Complaint for Divorce simultaneous with the Marital Dissolution il the Circuit Court of Davidson County, Tennessee, and;

**WHEREAS** it is the decision of the parties insofar as they are able without the concurrence of the Court to amicably settle their differences with respect to all property rights, support obligations, child support rights 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 effective with respect to all their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and in consideration of the mutual conveniences and agreements herein contained, the parties agree as follows:

1. **WAIVER:** Wife understands and agrees that the signing of this written, notarized Marital Dissolution Agreement shall be in lieu of service of process in this cause and shall constitute his general appearance before the Court and shall give the Court personal

jurisdiction over her for the purpose of granting a divorce on the grounds of irreconcilable Differences.

2. CUSTODY, CHILD SUPPORT AND VISITATION : No children have been born to the union.

3. REAL PROPERTY: The parties own real property located 5007 Olivia Drive, Antioch, Tennessee, being more particularly described as follows to wit:

> LAND in Davidson County, Tennessee, being Lot No. 54 on the Plan of colewood Acres, Section I of record in Book 3700, page 59, Register's Office for said County.
>
> BEING the same property conveyed to Lewis Wade Prince and wife Lois M. Prince, by deed from John Carl Welch and wife, Violet M. Welch, of record in Book 7876, page 946, Register's office, Davidson County, Tennessee.

Husband is hereby divested of all right, title and interest in and to the above described real property and Wife is hereby vested with all right, title and interest in and to said real property. Wife will be liable of any indebtedness on said property and she will indemnify and hold husband harmless from any indebtedness therefrom.

5. VEHICLES, HOUSEHOLD FURNITURE, FURNISHINGS AND PERSONAL PROPERTY: The parties agree that Husband shall be awarded the following personal property:

| LOCATION | ITEM |
|---|---|
| GARAGE | Books and auto accessories |
| DEN | Stereo & speakers; Television<br>Personal Pictures & items on wall unit<br>1945 Newspapers given to husband by John Norman<br>Desk and all contents<br>Mirror in the Laundry Room |
| KITCHEN: | Table and chairs<br>Silverware brought into marriage by Husband |

| | |
|---|---|
| | **Sufficient Cookware**<br>**Coffee Pot**<br>**Cigarettes & personal item in pantry**<br>**Personal items in cabinets** |
| **BEDROOM #1** | **Bed Brought into marriage by husband**<br>**Chest of Drawers brought into marriage**<br>**Personal pictures**<br>**Standing ashtray**<br>**Any personal items in all closets** |
| **BEDROOM #2** | **Television**<br>**Bed Linens brought into marriage by Husband**<br>**All items in closet, ie; clothing, guns knives, luggage & personal items** |
| **BEDROOM #3** | **Personal Documents in Chest of Drawers**<br>**Personal items in night stand**<br>**Clothing in chest of drawers** |

**MASTER BEDROOM BATH: All medications and toiletries**

**TWELVE BY SIXTEEN SPACE MAKER BUILDING: To become the property of the husband and will be removed from the homeplace property as soon as possible. All contents of the building will be the property of the husband except ONE TELEVISION, ONE PUSH LAWN MOWER, AND YARD TOOLS.**

**Wife shall receive all remaining household furniture, furnishings and personal property with the exception of the above listed items. Each party acknowledges and ratifies this division and further agree that upon the entry of the Final Decree of Divorce the above property shall become the sole and separate household furniture, furnishings, or personal property of the party possessing it, free and clear of any claims from the other.**

**Husband presently drives a 1985 Chevrolet Van and he is hereby vested with all right, title and interest in and to said 1985 Chevrolet Van and Wife is hereby divested of all right, title and interest in and to said automobile. Husband will be liable for any indebtedness on said Van and he shall indemnify and hold Wife harmless therefrom.**

**Wife presently drives a 1986 Chevrolet Celebrity and she is hereby vested with all right, title and interest in and to said 1986 Chevrolet automobile and Husband is hereby divested of all right, title and**

interest in and to said 1986 Chevrolet Celebrity automobile. Wife shall be liable for any indebtedness on said automobile and she shall indemnify and hold Husband harmless therefrom.

Each party will be responsible for their separate automobile insurance.

6. **DEBTS:** The parties agree that any indebtedness incurred by either of them subsequent to the date of separation shall be the sole and separate indebtedness of the party incurring and they will indemnify and hold the other party harmless from the payment of same. Husband will pay all credit cards debts in his name. It is agreed that upon execution of the Marital Dissolution Agreement, Wife will return all credit cards in her possession to Husband with a written release removing her name from the accounts.

7. **SAVINGS ACCOUNT:** The parties have a joint checking account, savings account, money market account and Certificate of Deposit and it is agreed that the above accounts will be closed and reopened in Husband's sole name. Wife shall receive, as her share of the above accounts, the sum of Eleven Thousand Dollars ($11,000.00). Said amount shall be in the form of a cashier's check and shall be paid to Wife from Husband within three (3) days after the execution of the Marital Dissolution Agreement.

8. **TAX EXEMPT STATUS:** This agreement is in the transfer of appreciated property between the spouses in connection with a pending divorce and is not a sale or exchange or other disposition of property but is an equal division of property by co-owners.

9. **PERMANENT RESTRAINING ORDERS AND NO INTERFERENCE CLAUSE:** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, nor compel or endeavor to compel the other to cohabitate or dwell with him or her.

Each party shall be permanently **ENJOINED AND RESTRAINED** from coming about the other for the purpose of physically abusing, threatening, cursing, harassing, or intimidating the other party in any manner whether at their residence, work place or any place they may be, whether by telephone or otherwise.

10. **TRIAL:** It is agreed that the Wife shall not be required to file an Answer nor Counter-Complaint so as to allow the Husband to proceed to trial to obtain an Absolute Divorce upon the grounds of Irreconcilable Differences and thereafter allow this matter to proceed as an uncontested case.

11. **ATTORNEY'S FEES:** Each party shall be responsible for the payment of his/her own attorney's fees and the Court cost incurred in connection with this matter shall be paid by the Husband.

12. **ENFORCEMENT PROVISIONS:** In the event that either party has to petition the Court for the enforcement of any of the provisions of this Marital Dissolution Agreement of any of the provisions of this Marital Dissolution Agreement, then the party at fault shall be responsible for the reasonable attorney's fees, expenses and Court cost of the enforcement of same.

13. **SEPARATE MAINTENANCE:** The parties agree that no separate maintenance, alimony or otherwise, shall be paid to or by the Husband and/or Wife.

14. **PENSION BENEFITS:** Each party shall be entitled to sole and exclusive possession of their own retirement funds, annuities, IRAs, 401K plans or any other type of pension benefits or plans which they may have, free and clear of any claims from the other.

15. **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents or other instruments necessary to carry out the full intent of this agreement.

16. **COMPLETE UNDERSTANDING:** It is further understood that this

Agreement is intended to be the final settlement of all property rights of the respective parties and is a discharge of all rights arising out of their mutual relationship as Husband and Wife. each party hereby waives and relinquishes to the other all rights or claims which they may have or hereinafter acquire under the law of any jurisdiction on the other's property, including without limitation dower, curtesy, statutory allowance, homestead rights the right to take against the other's estate, dissent or distribution or the right to act as administrator or executor of the other's estate, and this agreement applies to all property now owned by the Husband and/or wife or to any property that either of them shall acquire in the future.

THIS Agreement shall be binding upon and incur to the benefit of the parties hereto, their personal representatives, heirs and assigns.

It is further understood and agreed between the parties that this agreement is being entered into without undue influence, fraud, coercion, misrepresentation or for any reason not hereinafter stated.

The provisions of this Marital Dissolution Agreement and its legal effect are fully known by each of the parties and each party acknowledges that it is a fair and equitable agreement being entered into voluntarily upon advise from their respective counsel.

This agreement contains the entire understanding of the parties and there are no representations, warranties, conveyances or undertakings other than those which are expressly set forth herein.

The parties acknowledge and understand that they have or may seek independent income tax advise regarding the tax ramifications of this Marital Dissolution Agreement and that neither of their respective attorney's has indicated any expertise in the tax area, nor has either attorney advised their respective clients regarding any tax consequences arising out of this Marital Dissolution Agreement.

Copy

The parties agree that this agreement, subject to Court approval, shall be incorporated in and made part of any Final Decree of Divorce which may be entered into hereafter.

**IN WITNESS WHEREOF**, the parties have executed this instrument on the 27 day of March, 1995, at Nashville, Tennessee.

Lewis Wade Prince
**Lewis Wade Prince; "Husband"**

Lois Margaret Prince
**Lois Margaret Prince; "Wife"**

Copy

**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, LEWIS WADE PRINCE, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.**

**SWORN to and subscribed before me on this the** 28 **day of** March, **1995.**

Peggy M. Barnett
**Notary Public**

**My Commission Expires:** 7-25-98

**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 Lois Margaret Prince, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.**

**Sworn to and subscribed before me on this the** 27th **day of** March, **19**95.

Linda Mc Cotton
**Notary Pubic**

**My Commission Expires:**_____

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**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Court that the court costs of this cause are taxed against the Plaintiff.

**ENTERED** this 15th day of May, 1995.

**Honorable Muriel Robinson; JUDGE**

**APPROVED FOR ENTRY:**

**Jack Green; TSCR #4127**
**141 Thompson Lane**
**Nashville, TN. 37211**
**(615) 834-0456**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been forwarded by U.S. Mail, postage prepaid, to Lois Margaret Prince, 5007 Olivia Drive, Antioch, TN. 37013 this the 15 day of May, 1995.

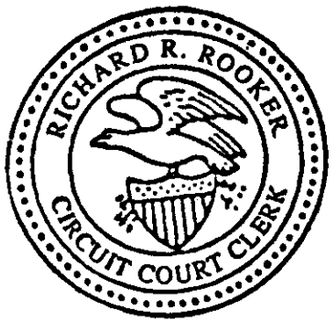
**JACK GREEN**

**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 15 day of MAY , 1995 , in the Case Number 95D702 between PRINCE, LEWIS WADE Plaintiff, and PRINCE, LOIS MARGARET 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 15 day of APRIL in the year two thousand thirteen and in the 236th year of American Independence.

SEAL




**RICHARD R. ROOKER,** Clerk,

By _____ Deputy Clerk