IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JOHN P. MULLOY,

Plaintiff,

VS. DOCKET NO. 89D-1471

CINDY A. MULLOY,

Defendant.

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 24th day of July, 1989, before the Honorable James R. Everett, Jr., Judge, upon the original Petition of the Complainant, testimony of the Complainant, statement of counsel for the Complainant, and the entire record in this cause, from all of which the Court finds:

That the parties were married on August 5, 1986, Hilton Head Island, South Carolina; that the Petition herein was filed on April 20, 1989, service waived as provided by statute, said date being more than sixty (60) days prior to the date of the hearing; that the hearing of this cause the facts charged in the Petition were proven to be true; that is, that irreconcilable differences exist between the parties to the extent that further cohabitation as husband and wife is no longer possible or proper.

The Court has also examined the Marital Dissolution Agreement entered into by the parties and the Court affirmatively finds from said agreement that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any and all property rights between them and that there are no minor children of this marriage.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court that the bonds of matrimony heretofore existing and subsisting between the Complainant, John P. Mulloy, whose current address is 2604 Ennis Road, Nashville, TN 37211, and the defendant, Cindy A. Mulloy, whose current address is 601 Summit Drive North, Atlanta, GA 30324, should be, and hereby are, forever and perpetually dissolved, and the Complainant is hereby granted an Absolute Divorce from the defendant and the parties are restored to all of the rights and privileges of an unmarried person.

It is further **ORDERED** that the Marital Dissolution Agreement entered into by the parties is hereby approved and **ORDERED** set forth herein, to wit:

BILL GARRETT, Davidson County
Trans:T20160072036 DEEDDIV
Recvd: 08/18/16 11:55 5 pgs
Fees:27.00 Taxes:0.00
20160818-0086388

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between JOHN P. MULLOY, hereinafter referred to as **"Husband"**, and CINDY A. MULLOY, here in after referred to as **"Wife"**;

WITNESSETH

WHEREAS, irreconcilable differences have arisen between the parties to the extent that they can no longer live together as Husband and Wife, and,

WHEREAS, the Husband has filed a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee under docket number _____, and the parties hereto are desirous of settling all controversies between them concerning their rights and obligations as a result of this marriage.

NOW, THEREFORE, the parties agree as follows:

1. The parties have acquired one piece of real estate during the term of this marriage, namely: 2604 Ennis Road, Nashville, Tennessee 37210, said property being more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 68 on the plan of Laurel Acres, of record in Book 2133, page 48, Register's Office for said County.
>
> SAID Lot No. 68 fronts 119.00 feet on the northeasterly margin of Ennis Road and extends back 211.2 feet on the southeasterly line and 118.0 feet on the northwesterly line to a dead line in the rear, measuring 167.0 feet thereon.
>
> Being the same property conveyed to John P. Mulloy, III and wife, Cindy A. Mulloy, by deed from Nora Lee T. Edwards of record in Book 7382, Page 477, said Register's Office for Davidson County, Tennessee.

Title to said realty shall **divest** out of John P. Mulloy, III and wife, Cindy A. Mulloy, and **vest** in John P. Mulloy, III, unmarried, in fee simple absolute, subject to all encumbrances thereon to which Husband agrees to hold the Wife harmless therefrom.

2. There have been no minor children born to the parties as a result of this marriage.

3. The Husband agrees to hold the Wife harmless from any tax liability arising out of the joint 1988 federal income tax return.

4. All debts and obligations incurred by the parties shall remain in the name of the party who incurred the obligation and each party shall hold the other harmless from any liability thereon, except that the Husband agrees that he shall pay the car note of $2,000.00 for 18 consecutive months commencing March, 1989, to Ford Motor Credit for the 1987 Ford EXP. Title to said EXP shall vest exclusively in the Wife and she agrees to transfer said title to her name alone, upon the final payment to Ford

Motor Credit. Husband further agrees to pay the insurance currently in effect on said automobile and until the final payment to Ford Motor Credit. However, Husband shall only be liable for the premiums currently in existance and not any sums above.

5. The parties have equitably divided their personal property and ownership of all personal property shall vest in the party now having possession.

6. The parties agree they will not incur any debts or obligations for which the other might be held responsible after the execution of this Agreement.

7. In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitiled to a judgement for reasonable expenses in enforcing this Agreement, as well as reasonable expenses incurred as a result of the breach, including, but not limited to, a reasonable attorney's fee(s).

THIS AGREEMENT, if and when approved by the Court having jurisdiction of this cause, may be incorporated in any decree of divorce which might be granted to the parties, or either of them; and shall operate as a full and final settlement of any and all claims or demands arising between the parties which either party may now have or which might accrue to either in the future as a result of this marriage, except as herein otherwise provided, including but not limited to, maintenance, support, alimony, homestead, inheritance, or any other interest or demand which might otherwise be asserted by either party against the property or estate of the other.

THIS AGREEMENT shall not be construed as an agreement to allow either party to obtain a divorce and either or both parties are free to seek or contest any action otherwise allowable by law.

THIS AGREEMENT has been entered into by both parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress or misrepresentation and only after each party has had the opportunity to seek the advise of and to consult with counsel.

IN WITNESS WHEREOF the Husband has hereunto affixed his signature on this 19 day of April, 1989, at Nashville, Tennessee, and the Wife has hereunto affixed her signature on this the 19 day of April, 1989, at Nashville, Tennessee.

/S/ JOHN P. MULLOY
JOHN P. MULLOY

/S/ CINDY A. MULLOY
CINDY A. MULLOY

STATE OF TENNESSE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned Notary Public, John P. Mulloy, III, with whom I am personally acquainted, and who, upon oath, acknowledged the execution of the within agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have placed my hand and official seal this the 19th day of April, 1989.

/S/ JERE M. POOLE
NOTARY PUBLIC

My Commission expires: 3-11-91

STATE OF TENNESSE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned Notary Public, Cindy A. Mulloy, with whom I am personally acquainted, and who, upon oath, acknowledged the execution of the within agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have placed my hand and official seal this the 19th day of April, 1989.

/S/ JERE M. POOLE
NOTARY PUBLIC

My Commission expires: 3-11-91

It is further ORDERED that the Plaintiff shall pay the costs of this cause, and execution may issue for any or all of the above.

Enter this 24 day of July, 1989

JUDGE

APPROVED FOR ENTRY:

AMANDA J. MCCLENDON
Attorney for Complainant
3221 Nolensville Road, Ste. 1
Nashville, TN 37211
(615) 833-5858

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed, postage prepaid, to Cindy A. Mulloy, 601 Summit Drive North, Atlanta, GA 30324 on this 24 day of July, 1989.

AMANDA J. MCCLENDON

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 24 day of JULY, 1989, in Docket Number 89D1471 between MULLOY, JOHN P, Plaintiff, and MULLOY, CINDY A, 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 11 day of AUGUST in the year two thousand sixteen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]

