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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

K. Langford

AMY ROBINSON ALTERI,
Complainant

vs.

ROGER EUGENE ALTERI,
Defendant

No. 86D-2877

map 74
par 36

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 27th day of March, 1987, before the Honorable James R. Everett, Judge of the Probate Court for Davidson County, Tennessee, upon the original Complaint filed herein, Property Settlement Agreement submitted to the Court for approval, testimony of the complainant in open Court and statement of counsel, from all of which the Court finds that there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible. The Court further finds that the Property Settlement Agreement submitted for approval is fair and equitable and makes adequate provisions for the support and maintenace of the parties' minor children and should be approved and made the order of this Court.

It is therefore ORDERED, ADJUDGED and DECREED that the complainant, Amy Robinson Alteri is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement submitted to the Court for approval is hereby approved and made the order of this Court and is in words and figures as follows:

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IDENTIFICATION REFERENCE
Oct 15 9 53 AM '87
DAVIDSON COUNTY, TN

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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V. Leary

AMY ROBINSON ALTERI,
Complainant

vs.

ROGER EUGENE ALTERI,
Defendant

No. 86D2877

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into at Nashville, Tennessee, on this the 19 day of September, 1986, by and between AMY ROBINSON ALTERI, hereinafter referred to as "wife", and ROGER EUGENE ALTERI, hereinafter referred to as "husband";

W I T N E S S E T H:

THAT WHEREAS, the parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce is to be filed, and whereas the parties are desirous of settling their custody, property and support rights subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. EFFECTIVE DATE OF AGREEMENT-The parties agree that the terms and conditions of this Agreement shall become effective immediately upon the execution of this Agreement. Both parties shall abide by it's terms and conditions until such time as it is altered or amended in writing by subsequent agreement of the parties or it is superseded by Court order.

The parties further agree that this Agreement is contractual in nature and is binding on the parties irrespective of whether or not a divorce action is pursued or granted.

2. CUSTODY & VISITATION-The wife shall have absolute custody, care and control of the parties' two minor children, to wit: Heather Erin Alteri, age 8, and Erica Hope Alteri, age 6. The husband shall have reasonable visitation privileges to be agreed upon between the parties. Each of the parties agrees to support the other in matters of discipline and to refrain from attempting to alienate the affections of the minor children from the other parent and from making derogatory comments in the presence of the minor children about the other parent.

3. CHILD SUPPORT & MEDICAL EXPENSES-The husband shall pay the sum of $1,000.00, per child, per month as reasonable child support for a total monthly payment of $2,000.00, directly to the wife to be due and payable on or before the 5th day of each month. In the event this Agreement is entered into after the 5th day of the month, the support shall be pro-rated for the remaining days in the month and shall be due immediately upon execution of this Agreement. The husband further agrees to provide major medical and hospitalization insurance on the minor children and to be responsible for all medical and dental bills not covered by said insurance.

4. EDUCATION EXPENSES-The husband agrees to be responsible for all expenses associated with the private education of the children for elementary and high school including but not limited to the costs of tutition, books and school related activities.

The husband further agrees to be responsible for the costs of a 4 year college education for each of the minor children including but not limited to tutition, books, room and board.

5. LIFE INSURANCE-To secure his obligation to pay child support, maintain medical, hospitalization and dental insurance on the minor children and to provide for the education of the children, the husband agrees to purchase and maintain life

insurance on his life in the amount of ONE-HUNDRED FIFTY THOUSAND DOLLARS, ($150,000.00), and shall name the wife as beneficiary thereunder as Trustee for the benefit of the minor children. In her capacity as Trustee, the wife shall be and is hereby authorized to use the proceeds to fulfill the husband's obligations to the minor children under the terms and conditions of this Agreement. The remainder shall be paid over to the children in equal shares upon the youngest attaining the age of 21 years.

6. ALIMONY-The husband agrees to pay to the wife the sum of $1,000.00, per month as periodic alimony until her death or remarriage. Said payments shall be due and payable by the 5th of each month. Said obligation shall become effective immediately upon the execution of this Agreement. In the event that this Agreement is executed after the 5th day of the month, the alimony payment shall be pro-rated based on the remaining days of the month and shall be due and payable immediately.

7. HOUSEHOLD FURNITURE & FURNISHINGS-The wife shall receive as her separate property all the household furniture and furnishings presently located in the parties' homeplace at 2081 Neely's Bend Road, Madison, TN 37115, as well as all garden and lawn equipment located at said property. The husband shall be divested of any right, title or interest therein and all interest shall vest solely in the wife.

8. AUTOMOBILES-The wife shall receive as her separate property the 1982 Vovlo automobile now in her possession to be hers absolutely and the husband shall be divested of any right, title or interest therein.

The husband shall receive as his separate property the 1969 Mercedes automobile now in his possession and the wife shall be divested of any right, title or interest therein. The husband shall be responsible for any outstanding indebtedness

owed on the above described vehicle and shall indemnify and hold the wife harmless thereon.

9. REAL ESTATE-The wife shall receive as her separate property the homeplace located at 2081 Neeley's Bend Road, Madison, TN, and more particularly described as follows:

> A tract of land in the 11th Civil District of Davidson County, Tennessee, being more particularly described as follows:
>
> BEGINNING at an iron pin on the south-eastern corner of a tract of land as described in an installment deed from Lunceford B. Hull, et ux to Charles R. Robinson, et ux as of record in Book 5028, Page 179, Register's Office for Davidson County, Tennessee, thence; North 89° 03' 21" West, a distance of 280.00' to a point, thence; North 4° 32' 22" East a distance of 424.42' to a point, thence; North 60° 56' 27" East a distance of 291.85' to a point, thence; North 88° 36' 32" East a distance of 36.66' to a point thence; South 4° 34' 26" West a distance of 404.65' to the point of beginning and containing 3.25 acres, more or less.
>
> BEING the same property conveyed to Roger Alteri, and wife, Amy R. Alteri, by deed from Charles R. Robinson, and wife, Sarah D. Robinson of record in Book 5273, Page 918, Register's Office of Davidson County, Tennessee.

The husband shall be divested of any right, title or interest in said real property and all interest shall vest solely in the wife. The wife agrees to be responsible for the outstanding mortgage on said property in the amount of FIVE-HUNDRED EIGHTY-FIVE DOLLARS ($585.00), per month and hold the husband harmless thereon.

10. OUTSTANDING DEBTS & OBLIGATIONS-The husband agrees to be responsible for any and all outstanding marital debts and obligations including but not limited to an obligation owed to Commerce Union Bank and any and all indebtedness or taxes, penalty or interest owed to the Internal Revenue Service

for the year 1986. The husband further agrees to be responsible for any liability owed to the Internal Revenue Service for taxes, penalty or interest for any past year inwhich the parties filed joint returns which is now due or which may hereafter become due.

11. PERSONAL PROPERTY-Each of the parties shall retain their own personal property including clothing, jewelry, and other similar personal items. Further, each of the parties acknowledges that over the course of their marriage, each has made gifts to the other and the party to whom the gift was made shall keep as their personal property all such gifts free of any claims by the other.

12. ATTORNEY'S FEES & COURT COSTS-In the event of a divorce, each of the parties agrees to be responsible for their own attorney's fees. The husband agrees to be responsible for any Court costs associated with said divorce.

13. BANK ACCOUNTS-Each of the parties hereby relinquishes any claim he or she may have in and to the proceeds of the checking, savings and other bank or institutional accounts of any kind, styled in the individual name of the other party and acknowledges that all such proceeds are the sole and separate property of the party in whose name each such account is styled.

14. BANKRUPTCY-Whenever one (1) 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 therefore, such obligation shall be deemed to be a support obligation under 11 U.S.C. §523(5), which is not dischargable in bankruptcy as to the other party.

15. MISCELLANEOUS PROVISIONS-In the event a creditor of either party seeks to compel the other party 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 other 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's fees.

In the event that 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's fees, incurred in prosecuting the action.

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 including titles to automobiles, deeds to real property and other such documents.

16. 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 inwhich they have an interest.

BOTH PARTIES understand and agree that this Agreement may be introduced in divorce proceedings to be instituted in the Circuit Court for Davidson County, Tennessee, and may be submitted to the Court for ratification and incorporation into a Final Decree of Divorce between the parties. Further, that this Agreement is subject to the approval of the Court in the event a divorce is granted to either of the parties herein and this Agreement shall operate as a full and final settlement

of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which may accrue to either in the future. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties and it is understood and agreed between the parties that this Agreement is entered into with undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provision in this Agreement and their legal effects 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 and with advice of counsel. This Agreement contains the entire understanding of the parties and there are no representations, warranties or promises other than those expressly set forth herein. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provisions shall not effect the other provisions of this Agreement, said provisions being severable.

Amy Robinson Alteri
AMY ROBINSON ALTERI

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named AMY ROBINSON ALTERI, with whom I am personally acquainted and who executed the foregoing document for the above described purposes.

Patricia A. Farmer
Notary Public

Commission Expires: July 18, 1982

ROGER E. ALTERI

ROGER ALTERI

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named ROGER ALTERI, with whom I am personally acquainted and who executed the foregoing document for the above described purposes.

Patricia A. Laimes
Notary Public

Commission Expires: July 18, 1987

It is further ORDERED, ADJUDGED and DECREED that the defendant shall pay the costs of this cause for which let execution issue if necessary.

This the 2 day of April, 1987.

JUDGE

APPROVED FOR ENTRY:

Phillip Robinson
Attorney for Complainant

CERTIFICATE

I hereby certify that I have mailed a copy of the foregoing Final Decree of Divorce to the defendant, Roger Eugene Alteri, at his last known address, 453 West Main Street, Hendersonville, TN 37075, on this the 31st day of March, 1987.

Phillip Robinson

STATE OF TENNESSEE

I, **GEORGE L. 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* Probate *Circuit Court for Davidson County, Tennessee, on the* ~~3rd~~ *day of* April, 1987, *in Case Number* 86D-2877 *between* Amy Robinson Alteri *Plaintiff, and* Roger Eugene Alteri *Defendant, as same remains of record in Book* 36B, *Page* 1279 *of 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* 15th *day of* October *in the year one thousand nine hundred and* eighty-seven *and in the* two-hundred twelfth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Hartman, *D.C.*

Form #GR-117