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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
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CLERK & MASTER
D.C.

GARY M. BRYANT,

Plaintiff,

vs.

PAMELA DENISE BRYANT,

Defendant.

CIVIL ACTION NO. 87D-2588

BOOK 7454 PAGE 114

FINAL DECREE

This cause came on to be heard on October 29, 1987 before the Honorable ~~Muriel Robinson~~ Jack Norman, Jr., Sp. Judge, upon plaintiff's Complaint for absolute divorce; upon the Marital Dissolution Agreement, which provides for custody and support of the parties' minor child, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of plaintiff and the statements of counsel, from all of which the Court affirmatively found that the allegations of plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor child; that the Marital Dissolution Agreement should be approved; that plaintiff's current residence address is 1402 Oakwell Farms Lane, Hermitage, Tennessee 37076, and defendant's current residence address is 6340 New Hope Road, Hermitage, Tennessee 37076; and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED 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, which Agreement is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 7454 PAGE 115

GARY M. BRYANT, Plaintiff,	)	
vs.	)	CIVIL ACTION NO. 87D-2588
PAMELA DENISE BRYANT, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Gary M. Bryant and Pamela Denise Bryant, 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 Gary M. Bryant instituted divorce proceedings against Pamela Denise Bryant on July 30, 1987, same being Civil Action No. 87D-2588 in the Fourth 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 amicably settle their differences with respect to all property rights, support obligations, child custody 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 of their property and other matters of concern.

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. The parties are the parents of one minor child, Dustin Michael Bryant, age 4. The parties acknowledge that both of them have been good parents to Dustin and that his custody shall be vested in them jointly. Dustin shall reside with

Mrs. Bryant and Mr. Bryant shall have open and liberal visitation privileges with Dustin. In the event the parties are unable to agree on a visitation schedule, then the following specific visitation schedule shall apply:

(a) Every other weekend from 6:00 p.m. on Friday evening until 6:00 p.m. on Sunday evening;

(b) On Wednesday night of each week from 5:00 p.m. until the following morning, at which time Mr. Bryant will be responsible for transporting Dustin to day care, preschool, kindergarden or school, whichever applies;

(c) Dustin's birthday in odd numbered years;

(d) Mr. Bryant's birthday every year;

(e) Father's Day every year;

(f) Thanksgiving holidays (4 days), and Memorial Day weekend (3 days) in odd numbered years;

(g) Labor Day weekend (3 days), Easter or Spring vacation (if different), and Fourth-of-July in even-numbered years;

(h) One week at Christmas every year commencing at noon on Christmas Day and continuing for seven consecutive days thereafter;

Each party shall make day-to-day decisions regarding Dustin's welfare when he is with him or her. The parties shall jointly make major decisions regarding Dustin's health, education and welfare, such as his place of education, place of residence, medical care in non-emergency circumstances and discipline. Either party shall be free to consent to medical care for Dustin in emergency circumstances. Both parties shall have full and free access to all medical, dental, phsycological and educational records and information regarding Dustin. Neither party shall establish residence for Dustin outside of Davidson County without written promission of the other party or without leave of Court.

2. As child support, Mr. Bryant shall pay Mrs. Bryant the sum of $400.00 per month. The first payment shall be due on the first day of the first month following the execution of this Agreement and will continue until Dustin attains age 18, at which time Mr. Bryant's child support obligation shall cease.

3. Mrs. Bryant shall maintain major medical and hospitalization insurance on behalf of Dustin and pay all medical bills which are not covered by insurance or which are within the deductible limits of the policy. Mr. Bryant shall maintain dental insurance on behalf of Dustin, if such is available to him through his employer. In any event, he shall pay all dental expenses, including the cost of orthodontic examinations and braces, until Dustin attains age 18.

4. Mr. Bryant shall pay all fees, material costs, and cost of supplies associated with a public school education for Dustin.

5. From the $400.00 to be paid to her by Mr. Bryant, and from her own earnings, with the exception of dental and orthodontic expenses and the public school expenses set forth in paragraph 4 above, Mrs. Bryant shall be responsible for paying all costs associated with Dustin's health, education and welfare.

6. All right, title and interest of Mr. Bryant in and to the house and lot at 6340 New Hope Road, Hermitage, Tennessee shall be, and is hereby, divested out of him and vested absolutely in Mrs. Bryant, free of any claim by Mr. Bryant. Mrs. Bryant shall assume sole and separate responsibility for paying the first and second mortgages to Fidelity Federal Savings & Loan which are secured by liens against said residence and shall hold Mr. Bryant harmless from any liability therefor.

7. The parties acknowledge that all household furnishings and personal property have been physically divided by the parties. All household furnishings and personal property situated at 6340 New Hope Road, or otherwise in Mrs. Bryant's

possession shall be her sole and separate property, free of any claim by Mr. Bryant. All household furnishings and personal property located in Mr. Bryant's residence at 1402 Oakwell Farms Lane, or otherwise in his possession, shall be Mr. Bryant's sole and separate property, free of any claim by Mrs. Bryant.

8. All right, title and interest of Mrs. Bryant in and to the 1986 Chrysler Fifth Avenue automobile shall be, and is hereby, divested out of her and vested absolutely in Mr. Bryant,free of any claim by Mrs. Bryant. Mr. Bryant shall assume sole and separate responsiblity for paying the debt to Chrysler Credit Corporation which is secured by a lien against said automobile and shall hold Mrs. Bryant harmless from any liability therefor.

9. All right, title and interest of Mr. Bryant in and to the 1987 Ford Tempo automobile shall be, and is hereby, divested out of him and vested absolutely in Mrs. Bryant, free of any claim by Mr. Bryant. Mrs. Bryant shall assume sole and separate responsibility for paying the debt to Ford Motor Credit Company which is secured by a lien against said automobile and shall hold Mr. Bryant harmless from any liability therefor.

10. All right, title and interest of Mr. Bryant in and to the funds on deposit in checking account #01-50-021210 styled in Mrs. Bryant's name at Fidelity Federal Savings & Loan shall be, and is hereby, divested out of him and vested absolutely in Mrs. Bryant, free of any claim by Mr. Bryant.

11. All right, title and interest of Mr. Bryant in and to the funds on deposit in savings account #01-00-176323 styled in Mrs. Bryant's name at Fidelity Federal Savings & Loan shall be, and is hereby, divested out of him and vested absolutely in Mrs. Bryant, free of any claim by Mr. Bryant.

12. All right, title and interest of Mr. Bryant in and to the Fidelity Federal stock issued in Mrs. Bryant's name shall

be, and is hereby, divested out of him and vested absolutely in Mrs. Bryant, free of any claim by Mr. Bryant.

13. All right, title and interest of Mrs. Bryant in and to the funds on deposit in Third National Bank checking account #54686067 styled in Mr. Bryant's name shall be, and is hereby, divested out of her and vested absolutely in Mr. Bryant, free of any claim by Mrs. Bryant.

14. All right, title and interest of Mrs. Bryant in and to the assets represented by Mr. Bryant's interest in the 401K Plan at Harvey Freeman & Sons and/or the Freeman Company shall be, and is hereby, divested out of her and vested absolutely in Mr. Bryant, free of any claim by Mrs. Bryant.

15. Mr. Bryant shall assume sole and separate responsibility for paying the charges on Mastercard account #C881 0499 F834489 and shall hold Mrs. Bryant harmless from any liability on said account.

16. Mrs. Bryant shall assume sole and separate responsibility for paying her line of credit with Fidelity Fededral Savings & Loan, account #01-50-020063, and shall hold Mr. Bryant harmless from any liability therefor.

17. Mrs. Bryant shall assume sole and separate responsibility for paying all charges on the American Medical credit card account #60 0601 0085, the J.C.Penneys account #16368972802, and the Castne-Knott account #2054411744 and shall hold Mr. Bryant harmless from any liaiblity therefor.

18. Any right, title and interest Mrs. Bryant may have in and to Mr. Bryant's interest in the bass boat, motor, and related equipment shall be, and is hereby, divested out of her and vested absolutely in Mr. Bryant, free of any claim by Mrs. Bryant.

19. Each party shall pay his or her own attorney for services rendered in connection with the divorce proceedings pending in the Fourth Circuit Court of Davidson County, Tennessee and in connection with the preparation and negotiation of this Agreement.

20. Mr. Bryant shall pay the court costs associated with the divorce proceedings pending in the Fourth Circuit Court of Davidson County, Tennessee.

21. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

22. 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. §523(5) which is not dischargeable in bankruptcy as to the other party.

23. 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 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.

24. 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's fees, incurred in prosecuting the action.

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

26. 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 Mrs. Bryant and Mr. Bryant, individually or jointly, or any property that either of them may acquire in the future.

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

28. 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.

29. 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 in 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.

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

31. 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.

32. 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.

33. 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.

THIS AGREEMENT is executed in triplicate and an original of same is being retained by each party. The third original will be tendered to the Court as part of the Final Decree of divorce between the parties.

Gary M. Bryant
GARY M. BRYANT

Pamela Denise Bryant
PAMELA DENISE BRYANT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lora Michelle Graves, a Notary Public in and for the aforesaid State and County, GARY M. BRYANT, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 1st day of October, 1987.

Lora Michelle Graves
Notary Public

My commission expires: 9-9-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Marilyn C. Cherry, a Notary Public in and for the aforesaid State and County, PAMELA DENISE BRYANT, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 28th day of September, 1987.

Marilyn C. Cherry
Notary Public

My commission expires: My Commission Expires MAY 8, 1991

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It is further ORDERED, ADJUDGED AND DECREED that plaintiff, Gary M. Bryant, shall be, and is hereby, awarded an absolute divorce from defendant, that he be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the child support required by the terms of this Order shall not be reduced or prorated unless specifically ordered by the Court.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against Gary M. Bryant.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

This the 29 day of Oct., 1987.

~~Muriel Robinson~~, Judge
Jack Norman Jr

APPROVED FOR ENTRY:

FARRIS, WARFIELD & KANADAY

By: _____
James G. Martin III,
Attorney for Plaintiff,
Gary M. Bryant
17th Floor
Third National Bank Building
Nashville, Tennessee 37219
(615)244-5200

cc: Pamela Denise Bryant
6340 New Hope Road
Hermitage, Tennessee 37076

Date Mailed: 10-29-87
Certified Mail No.: P253 227 335

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IDENTIFICATION REFERENCE

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FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

RUSH

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 29th *day of* October, *19* 87, *in Case Number* 87D-2588 *between* Gary M. Bryant *Plaintiff, and* Pamela Denise Bryant *Defendant, as same remains of record in Book* 165B, *Page* 1125 *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* 22nd *day of* January *in the year one thousand nine hundred and* eighty-eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By A. Gregory *D.C.*

Form #GR-117