XV-25 JRR/aw

Bk 50 12/2/87 39C-1818

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES ALLEN OLDHAM

BOOK 7456 PAGE 706

vs.

No. 87D-1443

CAROLYN OLDHAM

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 11th day of December 1987, before the Honorable ~~James R. Everett, Jr.~~ Joe P. Binkley, Spec. J., Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by James Allen Oldham against Carolyn Oldham; personal service of process had upon the Defendant, Carolyn Oldham; Answer and Counter-Claim for Absolute Divorce filed by the Defendant, Carolyn Oldham, and subsequent agreement by the parties that this matter be tried on the uncontested docket, as evidenced by the signatures of parties' respective counsel hereto; a written, notarized Marital Dissolution Agreement tendered to the Court; testimony of the Counter-Claimant, Carolyn Oldham, adduced in open Court; statement of counsel; and the entire record in this cause.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that, upon Motion and Notice of Complainant's attorney, the Complaint for Absolute Divorce filed by James Allen Oldham against Carolyn Oldham be and the same is hereby dismissed with prejudice.

From all of which the Court finds that the parties have suffered irreconcilable differences, pursuant to Section 36-4-103, et seq., Tennessee Code Annotated, and that Carolyn Oldham should be awarded an absolute divorce from James Allen Oldham.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby and forever perpetually dissolved, and the Counter-Claimant, Carolyn Oldham, be and she is hereby granted an absolute divorce from the Counter-Defendant, James Allen Oldham, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and that the Marital Dissolution Agreement heretofore entered into between the parties and tendered to the Court for approval is hereby approved in all respects and made a part of this Final Decree, by

MARITAL DISSOLUTION AGREEMENT

THIS MARITAL DISSOLUTION AGREEMENT is entered into on the day and dates hereinafter stated, by and between **JAMES ALLEN OLDHAM**, hereinafter referred to as the "Husband," and **CAROLYN OLDHAM**, hereinafter referred to as the "Wife," subject to the following premises and terms and conditions:

W I T N E S S E T H: That

WHEREAS, the Husband has filed a Complaint for Absolute Divorce against the Wife in the Probate Court for Davidson County, Tennessee; and

WHEREAS, the parties have suffered certain irreconcilable differences in their marriage, resulting in their marriage becoming irretrievably broken, with no apparent possibility of reconciliation and the parties intend to live apart the rest of their lives; and

WHEREAS, the parties desire to enter into this Marital Dissolution Agreement, not out of levity or collusion, but to amicably settle their differences with respect to all property rights and to enter into a contract for the settlement of such rights and obligations to avoid unnecessary litigation and the attendant emotional stress and expenses which would accompany the same, not only for the present, but for the future, it being the intention that such contract will be affected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties; and

WHEREAS, both parties are aware of their possessions and obligations one to the other; and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated Court action and have been advised by counsel; and

WHEREAS, the parties intend to tender this Marital Dissolution Agreement to the Court for approval in the event a divorce is granted in this cause.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

I. REAL PROPERTY.

1.1. 736 Kent Road, Nashville, Davidson County, Tennessee. The parties acknowledge that they are the owners, as tenants by the entireties, of certain real property located at and known as 736 Kent Road, Nashville, Davidson County, Tennessee 37214. Wife shall be vested with all right, title and interest in and to said property; and Husband's interest shall be divested from him and vested in favor of Wife. Wife shall assume the outstanding first mortgage indebtedness on the same and shall indemnify and hold Husband harmless of the same.

II. PERSONAL PROPERTY.

2.1. Personal Belongings. The parties shall each be awarded his or her own wearing apparel, jewelry and other personal belongings.

2.2. Household Furniture. The parties shall each be awarded the articles of household furniture and furnishings presently in her (Specifically, Wife shall be awarded and shall retain a water bed and antique Duncan Phyfe table which was the property of the Husband.) or his possession, with the exception of the following personal property, presently in the possession of the Wife, which shall be awarded to the Husband:

Two-drawer black filing cabinet, containing photographs, negatives and financial records;

One (1) pair of gold cuff links; and

Framed photographs, taken by the Husband prior to the marriage and including (1) a collage of Radnor Lake, (2) two 8 x 10 photographs of Radnor Lake, (3) one small framed picture of a calendar date, (4) an 8 x 10 black and white photograph of Radisson Tower and (5) a collage of three photos of downtown Nashville.

2.3. Savings Plan/ESOP. Wife shall be awarded her pension benefits, profit-sharing plan, employee stock ownership plan and employee savings and security plan with her employer, AT&T; and all right, title and interest Husband may have in and to said accounts shall be divested out of him and vested in Wife, solely. Husband shall execute the Savings Plan/ESOP Beneficiary Designation and will waive all right, title and interest he may have in and to said benefits. Husband shall be awarded his pension benefits, and all right, title and interest Wife may have in and to said pension benefits shall be divested out of her and vested in him, solely.

2.4. Bank Accounts. The Husband hereby relinquishes any claim he may have in and to the proceeds of Wife's individual checking and/or savings and/or credit union accounts and acknowledges that the same are the sole and separate property of the Wife. The Wife, likewise, hereby relinquishes any claim she may have in and to the proceeds of the Husband's individual checking and/or savings and/or credit union accounts, and acknowledges that the same are the sole and separate property of the Husband.

2.5. Other Debts. The parties further agree that she/he shall be solely responsible for the payment of all outstanding individual debts incurred by her or him since the date of separation, 18 March 1987, with the exception of the outstanding indebtedness owed on a VCR, refrigerator and encyclopedia, awarded to Wife hereunder, which shall be paid by Husband; and Husband shall indemnify and hold the Wife harmless of the same. It is further understood and agreed between the parties that, from the date of the execution of this Agreement, neither will contract any indebtedness upon the credit of the other. If either shall be compelled to pay any past or future debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

III. ALIMONY IN SOLIDO.

3.1. Alimony. Husband shall pay Wife the sum of Two Thousand Six Hundred Fifty ($2,650.00) Dollars as alimony in solido in this cause.

IV. ADDITIONAL CONSIDERATIONS.

4.1. Acceptance by the Parties. With respect to each party's responsibility for the payment of certain debts and liabilities and her or his obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Act, this obligation being part of the financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement.

4.2. Confidentiality. The parties agree to keep confidential any actual, purported or potential grounds for divorce that either may have against the other and not to use such matters against the other hereto in any manner whatsoever or for any purpose whatsoever.

V. MISCELLANEOUS.

5.1. Divorce. The Wife shall proceed with obtaining an absolute divorce from the Husband upon the grounds of Irreconcilable Differences.

5.2. Attorney's Fees. Each party shall be responsible for paying his/her own attorneys fees.

5.3. Court Costs. The Husband shall be responsible for paying the court costs of this cause.

5.4. Change of Name. The Wife's name shall be changed to Carolyn Louise Davidson.

5.5. Tax Exempt Status. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition of property, but is an equal division of property by co-owner.

5.6. Entire Agreement. It is understood and agreed between the parties hereto that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge from all of the claims arising out of their marital relationship and that each hereby remises, waives, releases and forever discharges the other from any and all claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other's property, including, without limitation, dower, curtesy, statutory allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, or 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 Wife or any property either of them may acquire in the future.

5.7. Future Considerations. The parties further agree to sign any and all instruments, documents, titles, covenants, tax waivers or deeds necessary to carry out the full intent and purposes of this Agreement. Furthermore, the parties acknowledge that they shall continue to live separate and apart for the rest of their lives and shall be free from interference, authority and control, direct or indirect, by the other as fully as if sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, engage in employment, business or profession, which he or she may deem advisable.

5.8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto, their personal representatives, heirs, assigns and successors in interest.

5.9. Arm's Length Transaction. The parties acknowledge that they have jointly entered into this Marital Dissolution Agreement, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against either party.

5.10. The parties acknowledge that they have read this instrument in its entirety and have signed this instrument and that this instrument is entered into freely, knowledgeably, in good faith and without exertion or duress or undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and the 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.

5.11. No waiver of any breach or default hereunder or misrepresentation contained herein shall be implied from any omission of the non-defaulting party to take any action on account of such misrepresentation, breach, or default.

5.12. The parties shall promptly notify each other in writing of all matters which may give rise to a right of indemnification hereunder, and the indemnifying party shall have the right to settle and, at his/her own expense, to defend through counsel of his/her own choosing, any action which may be brought in connection therewith. In the event that the indemnifying party fails or refuses to contest any claim which may give rise to a right of indemnification hereunder, the other party may contest or settle such claim, which action shall not constitute a waiver of their rights hereunder.

5.13. Submission to Court. The parties acknowledge that this Agreement, subject to Court approval, shall be incorporated in and be made a part of any Decree of Divorce as may be entered hereafter.

Executed on this 3 day of December 1987, by the Husband, and on this 18 day of November 1987, by the Wife.

James Allen Oldham
JAMES ALLEN OLDHAM - Husband

Carolyn Oldham
CAROLYN OLDHAM - Wife

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 JAMES ALLEN OLDHAM, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of December 1987.

Brenda M. Weeman Notary Public

My commission expires Sept 11, 1990

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 CAROLYN OLDHAM, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of November 1987.

Ann Williams Notary Public

My commission expires 9 July 1989

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest the Counter-Defendant, James Allen Oldham, has in and to certain real property located at and known as 736 Kent Road, Nashville, Davidson County, Tennessee, be divested out of him and vested in Counter-Claimant, Carolyn Oldham, being one and the same person as Carolyn L. Davidson, solely, said real property being more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Unit A-736 on the Plan of Emery Place, as of record in Book 6250, page 719, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to Carolyn L. Davidson and James A. Oldham, by Deed from Kent Development Corporation, as shown of record in Book 7030, page 74, Register's Office for Davidson County, Tennessee.

The current addresses of the parties are as follows:

Counter-Claimant, Carolyn Oldham, 736 Kent Road, Nashville, Tennessee 37214.

Counter-Defendant, James Allen Oldham, 276 Stewart's Ferry Pike, Apartment F-1, Nashville, Tennessee 37214.

The costs of this cause are assessed against the Counter-Defendant, James Allen Oldham, for which let execution issue, if necessary.

Enter this 4 day of December 1987.

JUDGE

Approved for Entry:

JOHN R. REYNOLDS
Attorney for Carolyn Oldham
216 Third Avenue, North
P. O. Box 2512
Nashville TN 37219-0512
Tel: (615) 256-2694

FRANK M. NEWMAN
Attorney for James Allen Oldham
2623 Lebanon Road
Nashville TN 37214
Tel: (615) 883-3029

cc: Ms. Carolyn Oldham

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IDENTIFICATION REFERENCE

JAN 26 3 04 PM '88

FELIX E. A. LEDGER, REGISTER
DAVIDSON COUNTY, TN

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* 11th *day of* December, *19* 87, *in Case Number* 87D-1443 *between* James Allen Oldham *Plaintiff, and* Carolyn Oldham *Defendant, as same remains of record in Book* 39C, *Page* 1878 *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* 13th *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. Duggan *D.C.*

Form #GR-117