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GEORGE L. COOKER, CLERK

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

DIANA GAIL TUNE *

VS. * NO. 87D-1831

WILLIAM EDWARD TUNE, JR. *

Map 061-8
P-063.00

FINAL DECREE

This cause came on to be heard on December 4, 1987, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon original Complaint filed for absolute divorce by wife, answer of husband, being withdrawn in open Court, and, after testimony of wife and introduction of the agreement, the Court was of the opinion that the allegations had been fully sustained and that the parties have irreconcilable differences and further, that the Court finds that the Marital Dissolution Ageeement makes for an equitable settlement of the parties' property rights.

It is therefore ORDERED by the Court that wife be and she is hereby granted an absolute divorce and the bonds of matrimony heretofore existing between the parties be and the same are forever and perpetually dissolved.

It is further ORDERED by the Court that the Marital Dissolution Agreement entered into by and between the parties is affirmatively found to make for an equitable settlement of the parties' property rights, is approved and made a part of this Final decree, which agreement reads in words and figures as follows:

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

DIANA GAIL TUNE *

VS. * NO. 87D-1831

WILLIAM EDWARD TUNE, JR. *

MARITAL DISSOLUTION AGREEMENT

In this cause, it appears to the Court that wife has filed a complaint for absolute divorce against husband and it further appears to the Court that the parties are desirous of settling their property and custody rights, all subject to the approval and sanction of the Court and should the Court see fit to grant wife an absolute divorce in this cause on the ground of irreconcilable differences, the parties have agreed as follows:

1. The consideration of this agreement is the promises and covenants contained herein.

2. Wife will have all right, title and interest to the house and lot owned by the parties and will be responsible for all indebtedness thereon. The parties agree that the Final Decree will set forth a description of the property and convey said property to wife.

3. The parties agree that all credit card debts will be paid by the party whose name the credit card is in.

4. Husband is to be responsible for all joint (TAX yr. 1986 W&TJr) IRS indebtedness and hold wife harmless on any indebtedness.

5. Wife will be responsible for repayment of debt to Eleanor Wooten and Myrtle Post and husband will have no responsibility in this debt.

6. Husband shall have all right, title and interest to the 1983 Oldsmobile and be responsible for all indebtedness.

7. Wife shall receive all right, title and interest to the Chevrolet automobile and Escort and be responsible for all indebtedness thereon.

8. Husband will be responsible for the repair bill at Wallace Exxon Station and hold wife harmless from any indebtedness.

9. Husband shall have all right, title and interest to his portion and ownership of E.T. Enterprises, Inc. and be responsible for all indebtedness and hold wife harmless from any indebtedness thereon. Said agreement is based on a letter of September 17, 1987 to Tom Stewart, Attorney, which letter is attached hereto.

10. Wife will be responsible for all indebtedness for a school loan for her daughter and he bears no responsibility as per a letter attached hereto.

11. Wife shall not be responsible for any of his indebtedness, loans, notes, or other obligations, whether personal, business or otherwise other than set out herein and he shall hold her harmless on same.

12. The parties agree that each is to take the personal belongings they brought into the marriage. As to the joint personal property, husband shall receive the office furniture, kitchen chairs, two antique rockers and antique tables and oak buffet, portable phone, tools, yard care equipment and the parties further agree that the yard care equipment shall remain with the home and not be removed from the property until the divorce is final. Wife shall receive the following: Small den sofa, rocker, lamp stand, two gold high back chairs, Greg Denny's bedroom furniture, outdoor grill, three standing heaters and wicker furniture.

13. Each will pay their own attorney and wife will be responsible for the balance on any court costs.

14. The parties agree that this agreement makes for an equitable settlement of the parties' property rights and complete disclosure has been made of all lawful debts to other financial obligations or liabilities incurred by either party or both spouses during the course of the marriage and upon which

there remains certain unpaid balances due and owing at the time of the martial dissolution agreement.

15. Each party will sign any memorandum, paper, writing, deed, title or written instrument in order to carry out the terms of this Agreement.

16. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of husband and wife from all other claims arising out of their marital relations and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver or dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by husband and wife and any property that either of them may acquire in the future. The wife and husband both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

17. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 5th day of November, 1987 as to the Wife and on the 26th day of October, 1987 as to the Husband.

Diana Gail Tune
DIANA GAIL TUNE

William E. Tune Jr.
WILLIAM EDWARD TUNE, JR.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named DIANA GAIL TUNE, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 5th day of November 1987.

NOTARY PUBLIC

My Commission Expires: 1-19-88

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named WILLIAM EDWARD TUNE, JR., who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 26th day of October 1987.

NOTARY PUBLIC

My Commission Expires: 7/17/88

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Thomas E. Stewart, 223 Madison Street, Madison, Tennessee 37115 this ____ day of October, 1987.

JACK A. BUTLER

BEEFY'S

E T EN ERPRISES, INC.
107 Music City Circle • Suite 208
Nashville, Tennessee 37214 • (615) 889-4766

September 17, 1987

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Thomas E. Stewart, Esquire
Stewart, Black & Underhill
Attorneys at Law
223 Madison Street
Madison, Tennessee 37115

RE: Ownership, Liabilities and Salary of Ed Tune/E T Enterprises Inc.

Dear Tom:

Please be advised that the undersigned, John Haley, owns 51% and the undersigned, Ed Tune, owns 49% of E T Enterprises, Inc., which consists of two Beefy's Inc. Drive-Thru hamburger stands, one in Madison and the other on Charlotte Pike.

The indebtedness of the corporation is $210,000 for notes and leases, and is primarily to Nashville City/Dominion Bank. Mrs. Dianna Gail Tune is not liable as we have signed guaranties in our individual names. To our knowledge, Mrs. Tune is not liable directly or indirectly on Beefy's, Inc. or E T Enterprises, Inc. If anyone has any information to the contrary, we would like to see it.

John Haley has received no salary from E T Enterprises, Inc., and Ed Tune has received $3000.00 per month in the past, however, presently he receives no monthly salary. Ed Tune presently makes $400.00 per week from Beefy's Inc.

Confidentially, we would like to for Beefy,s Inc., the Franchisor, to take over the assets and liabilities, for $1.00 , as this has has not been the profitable venture which we anticipated it to be. The Madison store in the past has made a little money but we equally lose the same or more at the Charlotte Pike operation.

Sincerely,

John Haley
Chairman of the Board and Secretary

W. E. Tune, Jr.
President and Treasurer

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October 1, 1987

Dear Mr. Butler:

This letter is in reference to the letter from Tom Stewart regarding Ed's responsibility for any school loan(s) for my daughter, Diane Denney.

William Edward Tune, Jr. is in no way responsible for any loan that I have made since our separation this summer. In fact, the GSL applied for has not even come through as of this date. However, the loan application is made in my daughter's name with me named as parent and legal guardian.

If you need any other information regarding this, please call. I look forward to hearing from you that a court date has been set so that this divorce might be finalized.

Sincerely,

Gail Tune

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

RECEIVED OCT 5 1987

It is further ORDERED by the Court that the property now vested in wife to be hers absolutely is described in words and figures as follows:

> Land in Davidson County, Tennessee, Being Lot no. 12 of Block No. 1 of A.J. McCAughey's Haysboro Subdivision, as of record in Book 547, Pages 15 and 16, Register's Office for said county, described as follows:
>
> Said Lot 12 fronts 100 feet on the westerly side of Haysboro Drive, and runs back 335 feet on the southerly line and 317 feet on the northerly line to the easterly margin of Brush Hill Road, measuring 100 feet thereon.
>
> Being the same property conveyed to William E. Tune, Jr., and wife, Gail Tune, by deed from Robert Hafner and wife, Marjorie Hafner, as recorded in book 6885, page 173, R.O.D.C., Tennessee.

The Court further finds that the address of husband is 107 Music City Circle, Nashville, TN 37214 and the address of wife is 4112 Brush Hill Road, Nashville, Tn 37216.

ENTER: This 4th day of December, 1987.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
ATTORNEY FOR WIFE
FIRST AMERICAN CENTER
NASHVILLE, TN 37238
615-244-5772

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Mr. Tom Stewart, Attorney at Law, 223 Madison Street, Madison, Tn 37115 this 4th day of December, 1987.

JACK A. BUTLER

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IDENTIFI REFERENCE

FEB 8 9 09 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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mail
Jack Butler
atty

1st Cancel Book
31238

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* 4th *day of* December, *19* 87, *in Case Number* 87D-1831 *between* Diana Gail Tune *Plaintiff, and* William Edward Tune, Jr. *Defendant, as same remains of record in Book* 166A, *Page* 691 *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* 5th *day of* January *in the year one thousand nine hundred and* eighty-eight *and in the* two-hundred twelfth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Hartman *D.C.*

Form #GR-117