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CLERK & MASTER

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PEGGY LYNN NAPIER LEACH,
PLAINTIFF

VS

TIMOTHY DAVID LEACH,
DEFENDANT

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NO. 87D-2547

094-01-0-340.00

FINAL DECREE

This cause came on to be heard on the 26th day of February, 1988 before the Honorable ~~Muriel Robinson,~~ Jack Norman, Jr. Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff by interrogatories, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage, it is therefore

ORDERED, ADJUDGED and DECREED that the Plaintiff, Peggy Lynn Napier Leach, is hereby awarded an absolute divorce from the Defendant, Timothy David Leach, on the grounds of irreconcilable differences, T.C.A. 36-4-101(11), and the parties are hereby restored to all the rights and privileges of unmarried persons.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor children at this time. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PEGGY LYNN NAPIER LEACH)
)
PLAINTIFF)
)
VS) NO. _____
)
TIMOTHY DAVID LEACH)
)
DEFENDANT)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Peggy Lynn Napier Leach, hereinafter referred to as "Wife", and Timothy David Leach, hereinafter referred to as "Husband", subject to the following terms and conditions:

W I T N E S S E T H:

WHEREAS, Wife has instituted divorce proceedings against Husband in the Circuit Court for Davidson County, Tennessee, Civil Action No. 87D2547; and

WHEREAS, the parties have reached an agreement concerning their property and child support; and

WHEREAS, Husband and Wife desire to obtain a divorce on the grounds of irreconcilable differences; and

WHEREAS, it is the desire of the parties to settle their differences with respect to all property rights and support obligations without the necessity of a full hearing; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing premises, and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. Divorce. It is hereby agreed by the parties that the Wife shall attempt to obtain a divorce on the grounds of irreconcilable differences, and the parties shall be restored to all the rights and privileges of unmarried persons.

2. Child Custody and Visitation. The parties hereby agree that the Wife shall have the exclusive care, custody and control of the parties' minor children, Nicholas David Leach born October 30, 1979, and Brandon Michael Leach born May 1, 1983.

The parties further agree that the Husband shall be granted reasonable visitation rights with his minor children every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m. and further that the Husband shall be allowed visitation rights with his children for one week during the Christmas season and for four weeks during the summer. It is expressly agreed by and between the parties that this four weeks summer visitation schedule shall not be on consecutive weeks. It is further agreed that if either party moves out of the State of Tennessee the Husband shall be granted six (6) weeks of summer visitation, not to be in consecutive weeks and one week during spring break.

3. Child Support. It is hereby agreed by and between the parties that the Husband agrees and shall pay directly to the Wife the sum of $800.00 per month as child support for the support and maintenance of the parties' minor children. This $800.00 per month child support provision is based on the Husband's earnings as of July 1, 1987. This payment shall be made in equal monthly installments of $400 on the 1st of the month and $400 on the 15th of each month. Said payment shall commence August 1, 1987 and shall continue until the children reach the age of 18 years. In addition to the above described support the Husband shall maintain health and dental insurance on the parties' minor children until they reach the age of 18 years or graduate from high school, whichever occurs later. The parties hereby expressly agree that the Husband shall be responsible for all of the children's medical and dental expenses not covered by insurance.

4. Real Property. (a) The parties jointly own as tenants by the entirety a house and lot, said real property being located at 904 Village Court, Nashville, Davidson County, Tennessee 37206. This real property (hereinafter referred to as "the property") is is more specifically described as follows:

> Land in Davidson County, Tennessee, described as follows, to-wit:
>
> BEING Lot No. 50, on the Plan of Shelby Village, No. 5 as of record in Plat Book 2854, page 118,

Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

BEING the same property conveyed to Timothy David Leach and wife, Peggy Lynn Leach, by deed of record in Book 6695, page 194, Register's Office, Davidson County, Tennesssee.

There is included with this description an easement for ingress and egress as described in the Perpetual Joint Driveway Easement, dated October 23, 1985, executed by Beverly R. Kyle and Anthony N. Pierce and wife, Dorothea M. Pierce.

(b) The parties have agreed that the Wife shall be vested with complete title to the property and that the Husband shall execute a deed to the property transferring all his rights, title and interest in the property to the Wife.

(c) The Wife agrees that she shall be responsible for paying the mortgage payment, taxes, insurance and any and all other expenses relating to the property and shall save the Husband harmless on all of these debts and expenses relating to the property.

5. Personal Property. The Wife shall be awarded all of the household furnishings, supplies, equipment, garden utensils, including but not limited to lawnmowers, weedeaters, rakes and shovels, etc., located at the property described in paragraph 4(a) above. The Husband shall be entitled to have his personal clothes and effects but shall not remove any other item of personal property from the property described in paragraph 4(a) above.

It is hereby expressly acknowledged and agreed that the parties own a 1986 Ford Tempo automobile and a 1984 Ford Tempo automobile, both of said automobiles being titled jointly in the parties' names. The parties hereby expressly agree that the Wife shall be awarded the 1986 Ford Tempo automobile and that the Husband shall be awarded the 1984 Ford Tempo automobile. Both parties shall keep and maintain insurance on their respective automobiles and hold each other harmless for any debt owed on their respective automobiles and for any liability arising out of the operation or ownership of their respective automobiles.

It is expressly agreed by and between the parties that the Husband has an IRA account in his own name. In addition, the Husband has a savings account maintained through his employer in his own name. These shall be the Husband's separate property.

The parties have heretofore divided their other personal property to their mutual satisfaction. Henceforth each of the parties shall own, have and enjoy, independently of any claim or right of the other party, all items of personal property of every kind, nature and description and wheresoever situated, which are now owned or held by or which may hereafter belong or come to the Husband or to the Wife, with the full power of the Husband or to the Wife to dispose of the same as fully and effectually, in all respects and for all purposes, as if he or she were unmarried.

6. Debts. Henceforth, neither party shall contract in the name of the other party or in any way subject the other party to liability for any debt or debts.

7. Outstanding Obligations. (a) Each party shall pay and be responsible for their own debts incurred after separation and hold each other harmless on these obligations.

(b) The Wife expressly agrees to pay the mortgage, taxes and insurance on the property described in paragraph 4(a) above, to pay and be responsible for the debt on the 1986 Ford Tempo automobile, and to pay and be responsible for her Visa account. The Wife further agrees to hold the Husband harmless on these debts.

(c) The Husband agrees to pay and hold the Wife harmless on the following obligations: (i) all of the Husband's school loans, (ii) the Circuit City debt, (iii) the Husband's Visa account with Barnette Bank in Florida, account #4312-4209-9950-3423, (iv) J. C. Penney, account #367-761-612-4-1, (v) Sears, account #6-90598-81795-3, (vi) Discover Card, account #6011-0062-0750-1652, (vii) SEKB Hospital, and (viii) and all other debts of the Wife or Husband, either jointly or severally, not mentioned in either paragraphs 7(b) or this paragraph 7(c). The Husband hereby acknowledges that the

payment by him of the debts listed in this paragraph are essential for the maintenance and support of his Wife and that it would create an extreme financial hardship upon the Wife if she had to pay any of these debts.

8. IRA & Retirement Accounts. The Husband shall be allowed to keep and retain as his own personal property any retirement plan that he might have maintained by his employer. In addition, the Husband shall be allowed to keep and retain as his sole and separate property his IRA account and the savings account maintained at his employer. The Wife shall be allowed to keep and maintain her retirement plan, if any, as her own separate property. Each party hereby expressly agrees to make no claim against the other party's retirement plan, IRA account or savings account.

9. Additional Instruments. Each of the parties hereto agrees further at any time and from time to time to make, execute, and deliver all instruments necessary to effectuate the provisions of this Agreement.

10. Future Acquired Property. It is understood and agreed between the parties that each of said parties may, from and after the date of this Agreement, and at all times thereafter, purchase, acquire, hold, own, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring it.

11. Marital Rights. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of the property rights of the respective parties. Each party hereby waives and relinquishes to the other all other rights or claims, not herein mentioned, which each may have against the other including, but not limited to, statutory allowances, homestead rights, rights to take action against the will of the other, inheritance, insurance, descent or distribution, dower, curtesy or any other inheritance or marital right the parties may have acquired by virtue of their marriage. This Agreement shall be binding and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

12. Mutual Understanding. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, collusion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and is being entered into voluntarily and with advice of counsel.

13. Attorney's Fees. The Husband agrees to pay to the Wife the court costs associated with the filing for this divorce of $60.75 along with $500.00 toward her attorney's fees. This payment shall be made at the time of the signing of this property settlement agreement.

THIS AGREEMENT is executed in duplicate and a copy of same is being retained by both parties.

7/27/87
Date

Peggy Lynn Napier Leach
PEGGY LYNN NAPIER LEACH
Wife

24 July 87
Date

Timothy D. Leach
TIMOTHY DAVID LEACH
Husband

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, PEGGY LYNN NAPIER LEACH, the within named bargainor(s), 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 office, this the 27th day of July, 1987.

Peggy J. Shepard
Notary Public

My commission expires: 5/13/89

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, TIMOTHY DAVID LEACH, the within named bargainor(s), 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 office, this the ____ day of July 24, 1987.

Notary Public

My commission expires: 7-9-89

It is ORDERED, ADJUDGED and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause, shall be taxed to the Plaintiff, for which execution may issue if necessary.

The last known addresses of the parties are as follows:

Peggy Lynn Napier Leach
P. O. Box 222
South Lebanon, OH 47065

Timothy David Leach
438 West Mason Road
South Lebanon, OH 45065

THIS 26 day of Feb, 1988.

Joel Norman, Jr.
SP. JUDGE

APPROVED FOR ENTRY:

Fred C. Dance

Fred C. Dance
Attorneys for Plaintiff
Suite 501, 501 Union Street
Nashville, TN 37219
(615) 244-7901

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been placed in the United States Mail, postage prepaid, addressed to Mr. Timothy David Leach, 438 West Mason Road, South Lebanon, Ohio 45065, on this 26th day of February, 1988.

Fred C. Dance

Fred C. Dance

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IDENTIFICATION REFERENCE

MAR 17 10 34 AM '88

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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* TWENTY-SIXTH *day of* FEBRUARY, *19* 88, *in Case Number* 87D-2547 *between* PEGGY LYNN NAPIER LEACH *Plaintiff, and* TIMOTHY DAVID LEACH *Defendant, as same remains of record in Book* 167C, *Page* 2692 *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* seventeenth *day of* March *in the year one thousand nine hundred and* eighty-eight *and in the* two hundred and twelfth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Kathleen A. Sprott *D.C.*

Form #GR-117