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GEORGE L. ROCKER, CLERK
A. Spurlock D.C.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ELIZABETH B. BERRY,
Wife

V.

JAMES B. BERRY II,
Husband

NO. 87D-4032

map - 172-4
parcel - 9 dlc

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FINAL DECREE

This cause came on to be heard on March 11, 1988, before the Honorable Muriel Robinson, Judge, upon the complaint for absolute divorce, the marital dissolution agreement, the testimony of Wife, and the statements of counsel, from all of which the Court affirmatively finds (1) that the allegations of Wife's complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; (2) that the parties, by written agreement, have made adequate and sufficient provision for the equitable settlement of property rights between themselves; (3) that the marital dissolution agreement should be approved; (4) that the 60-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED that the marital dissolution agreement executed by the parties be approved by the Court, and made the order of the Court, as follows:

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Elizabeth B. Berry ("Wife") has filed an action for absolute divorce against James B. Berry II ("Husband") in the Circuit Court of Davidson County, Tennessee, entitled Elizabeth B. Berry v. James B. Berry II, Docket No. 87D-4032; and

WHEREAS, these parties have experienced irreconcilable differences in their marriage, and desire to enter into a Marital Dissolution Agreement and tender it to the Court for approval should a divorce be granted in this cause; and

WHEREAS, both parties are aware of their possessions and obligations to one another and their legal rights;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. REAL PROPERTY. The parties own as tenants by the entirety a house and lot located at 1328 Barnes Road, Antioch, Davidson County, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 398 on the plan of Section 1, Monte Carlo Estates, of record in Book 4675, page 68, Register's Office for said County.
>
> Said Lot No. 398 fronts 105.0 feet on the northerly margin of Barnes Road and extends back 159.76 feet on the easterly line and 111.52 feet on the westerly line to a dead line in the rear, measuring 115.32 feet thereon.
>
> Being the same property conveyed to James B. Berry, II and wife, Elizabeth B. Berry by deed from Rufus Christopher Ross, III and wife, Rebecca K. Ross of record in Book 6245, page 217, Register's Office for Davidson County, Tennessee.

The parties agree that Husband will be divested of his interest in the above-described property, and that wife will own the property in fee simple. The parties agree that they own little or no equity in the premises described above, and that, in consideration of receiving sole ownership of the property, Wife agrees to be solely responsible for paying the indebtedness

owed on the property to the Chemical Mortgage Company. She agrees to hold Husband harmless from liability on this debt.

2. PERSONAL PROPERTY.

a. Automobiles. Wife will receive the 1984 Subaru automobile and she will be solely responsible for paying the remaining debt owed thereon, and she will receive the 1972 Corvette automobile, which is not encumbered by any debt. Husband will receive the 1963 Corvette automobile. The parties may or may not receive a sum of money from the International Car Association for showing the 1963 Corvette automobile during the year 1987. If any such sum of money is paid by the International Car Association, the parties will divide the amount of the payment equally.

b. Other personalty. Husband will receive the items listed in Exhibit A to this agreement, and Wife will receive the items listed in Exhibit B. The parties agree to refrain from making any claim against personalty awarded to the other in this agreement.

3. PRESENT AND FUTURE DEBTS. Except as otherwise provided in this agreement, each party agrees to be solely responsible for paying all debts in his name, both present and future, and further agrees to hold the other party harmless from any liability for such debts. Each party agrees not to contract any indebtedness on the credit of the other.

4. SUPPORT, COURT COSTS, AND ATTORNEY FEES. Husband will pay directly to Wife the sum of $300.00 a month, beginning in the month following the execution of this marital dissolution agreement, such payments to continue on or before the first day of each calendar month until Wife's death or remarriage. The parties contemplate that the payments described in the foregoing sentence will be deducted by Husband and claimed as income by Wife for federal income tax purposes.
Husband agrees to maintain a policy of life insurance on his life in the face amount of $100,000.00 with Wife as beneficiary until her death or remarriage, and he agrees not to borrow

against or otherwise encumber this policy. Upon Wife's written demand, he will furnish Wife with written proof that such insurance is in full force and effect, provided Wife makes a written request for such documentation. Husband agrees to pay the costs of this cause. Each party will pay his own attorney.

5. FUTURE LEGAL PROCEEDINGS. If a creditor of either party makes a claim against the other party, and if that claim is upheld by a court of competent jurisdiction, and if the other party is required to pay a debt for which he is not responsible, either by contract or pursuant to the terms of this agreement, then the party against whom such claim is made will be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including a reasonable attorney fee. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this agreement, then he will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action.

6. USE OF THIS AGREEMENT. The parties understand and agree that this agreement will be introduced in the proceedings now pending in the Circuit Court of Davidson County, Tennessee, and submitted to the Court for approval and incorporation into the final decree of divorce between the parties.

7. AGREEMENT ENTERED INTO VOLUNTARILY. The parties understand and agree that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation or for any reason not stated herein. The provisions of this agreement and the legal effect of such provisions are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being executed voluntarily and with the advice of counsel.

8. ACCEPTANCE BY THE PARTIES. With respect to each party's responsibility for the payment of certain debts and liabilities and the obligation of each to hold the other

harmless from liability thereon, the parties agree that such obligation is a nondischargeable debt under 11 U.S.C. § 523(5) of the Bankruptcy Code, such obligation being part of the final financial support settlement for both parties. This financial obligation is not a part of the property settlement. The division of property is set forth elsewhere in this agreement.

9. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth in this agreement.

10. FULL SETTLEMENT OF PROPERTY RIGHTS. This agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to do all things necessary to carry out the full intent and purpose of this agreement. If approved by the Court, this agreement is a full and final settlement of the parties' property rights as between each other.

IN WITNESS WHEREOF, the parties set their signatures below.

Elizabeth B. Berry
ELIZABETH B. BERRY

James B Berry II
JAMES B. BERRY II

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

On this 23rd day of ~~November~~ December, 1987, before me personally appeared Elizabeth B. Berry, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Rebecca E. Calvert
NOTARY PUBLIC

My commission expires: 7-17-88

STATE OF TENNESSEE )
)
COUNTY OF Wilson. )

On this 22 day of February, 1988 before me personally appeared James B. Berry II, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Patricia D. Hood
NOTARY PUBLIC

My commission expires: 7-23-91

EXHIBIT A



antique sewing machine
mothers pictures
gun case
two 12 gauge guns & ammo
b-b gun and case
antique china hutch
mother & grandmother's antique china
milk glass - antique
antique pitchers, figurines
antique pink marble drawers
antique tea cart
mother's silverware
antique knives
Nikon camera
camera bag
tripod
antique organ desk
James' Sears stero
brass stand - marble top
baby pictures
memorabilia of parents
stereo console - parents
love seat
James' father's personal items
mother's television
mother's dresser, nightstand, bureau
clothes
James' childhood toys
fish tank
James' record albums
tools & shop items
parts in garage
tools at parent's home
1963 Corvette
1979 Chevrolet Impala
father's old lawnmowers

EXHIBIT B



blue lamp
cross stitch pictures
Sherwood stereo
china pattern from marriage
small television in living room
dining room table & chairs
silverware from marriage
kitchen stove
dishwasher
refrigerator
two sets of dishes
spice rack
antique spice rack
bread box
antique phone
oil lamps
antique stereo cabinet
Elizabeth's collectibles
two chairs
blue brass lamp
coffee table
end table - living room
two wind-up clocks
microwave oven
extra bed
waterbed & nightstand
jewelry and box
trunk
clothes
mirror in master bedroom
alarm clock
Mitsubishi television
clock radio
linens
washer & dryer
1972 Corvette
1982 Subaru
Elizabeth's albums
two lawnmowers - parents
all yard tools
weedeater

It is further ORDERED that Wife, Elizabeth B. Berry, be awarded an absolute divorce from Husband, James B. Berry II; that both parties be restored to all the rights and privileges of unmarried persons; and that the bonds of matrimony heretofore existing between the parties be hereby forever dissolved.

It is further ORDERED that the costs of this cause be taxed against Husband.

It is finally ORDERED that execution may issue to enforce any of the provisions of this decree.

This 11th day of March, 1988.

JUDGE

APPROVED FOR ENTRY:

John M. L. Brown

JOHN M. L. BROWN
Attorney for Wife
221 Fourth Avenue North
Second Floor
Nashville, Tennessee 37219
615/242-3348
S.Ct.# 5438

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree has been forwarded by U.S. Mail to Mr. William Carter Conway, Attorney for Husband, P. O. Box 550, Franklin, Tennessee, 37065-0550, on this the 11th day of March, 1988.

John M. L. Brown

JOHN M. L. BROWN

30.00

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IDENTIFICATION REFERENCE

APR 11 10 10 AM '88

FELIX Z. WILKINS 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* Fourth *Circuit Court for Davidson County, Tennessee, on the* Eleventh *day of* March, *19* 88, *in Case Number* 87D-4032 *between* Elizabeth B. Berry *Plaintiff, and* James B. Berry, II *Defendant, as same remains of record in Book* 168A, *Page* 765 *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* 11 *day of* April *in the year one thousand nine hundred and* Eighty-Eight *and in the* 212 *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* Barbara Eddlemon *D.C.*

**Form #GR-117**