14&C/1835

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

Bond

6278 04/20 0101 03CHECK 51.00

BETTY BRADFORD MANEY WHERRY,

Plaintiff,

v.

STEPHEN ROBINSON WHERRY,

Defendant.

No. 84D-1447

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FINAL DECREE

This cause came on to be heard on February 22, 1985, before the Honorable Thomas C. Binkley, Special Judge, upon plaintiff's Complaint for absolute divorce; upon the Property Settlement Agreement, which provides for 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; that this Property Settlement Agreement should be approved; that the Answer heretofore filed by defendant has been withdrawn; and that the sixty-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that plaintiff, Betty Bradford Maney Wherry, shall be, and is hereby, awarded an absolute divorce from defendant, that she 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 Property Settlement 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

BETTY BRADFORD MANEY WHERRY,)
)
Plaintiff)
)
vs.) No.: 84D-1447
)
STEPHEN ROBINSON WHERRY,)
)
Defendant)

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between BETTY BRADFORD MANEY WHERRY and STEPHEN ROBINSON WHERRY, 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 plaintiff instituted divorce proceedings against defendant on May 7, 1984, same being Civil Action No. 84D-1447 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, 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. There are no children born of this marriage and none are expected. As a consequence, this agreement makes no provision for child custody or child support.

2. All right, title and interest of Mrs. Wherry in and to that certain business known as Medlin-Wherry Land Company, or any of the assets thereof, shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying all debts associated with, or in any way related to, Medlin-Wherry Land

Company and further agrees to hold Mrs. Wherry harmless from any liability for said debts. The parties acknowledge that Mrs. Wherry has executed a guaranty in favor of Third National Bank in Nashville, Tennessee relating to the debt of Mr. Wherry and/or Medlin-Wherry Land Company. Immediately upon the execution of this Agreement, Mr. Wherry agrees to take whatever steps are required by Third National Bank to procure the cancellation of the guaranty signed by Mrs. Wherry and her removal from any liability associated with same.

3. All right, title and interest of Mrs. Wherry in and to that certain business known as Medlin-Wherry Building Company, Inc., and any of the assets thereof, shall be, and is hereby, divested out of Mrs. Wherry and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying all outstanding debts associated with, or in any way related to, Medlin-Wherry Building Company, Inc. and further agrees to hold Mrs. Wherry harmless from any liability for such debts.

4. All right, title and interest of Mrs. Wherry into that certain business known as Wherry Realty Company, and any of the assets thereof, shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying all debts associated with, or in any way related to, Wherry Realty Company and further agrees to hold Mrs. Wherry harmless from any liability for such debts.

5. As a division of the parties' assets, Mr. Wherry agrees to pay Mrs. Wherry the sum of Seventy-Five Thousand Dollars ($75,000) as follows: Seven Thousand Five Hundred Dollars ($7,500) shall be paid to Mrs. Wherry by Mr. Wherry on the first anniversary of the execution of this Agreement; Seven Thousand Five Hundred Dollars ($7,500) shall be paid by Mr. Wherry to Mrs. Wherry on second anniversary of the execution of this Agreement; and the entire balance, Sixty Thousand Dollars ($60,000), shall be paid by Mr. Wherry to Mrs. Wherry on the third anniversary of the date of execution of this Agreement. To secure his obligation to make the aforementioned payments to Mrs. Wherry, Mr. Wherry agrees to execute an assignment, or such other instrument or instruments as counsel for the parties shall deem appropriate, of the 20% interest in the 5.85 acres of unimproved property which is a portion of Airway Plaza Office Park and which adjoins Airways Plaza Office Buildings I and II. Mr. Wherry warrants and represents that the 20% interest in and to the aforementioned property is free and unencumbered and that he will not transfer or encumber said interest in any

fashion until the Seventy-Five Thousand Dollars ($75,000) due and owing Mrs. Wherry has been paid in full, except to create the security interest required by the terms of this Agreement. Title to the 5.85 acres is currently vested in the name of the Estate of J. M. Medlin, J. K. Byrd and Hortense Medlin co-executors. The parties acknowledge that Mr. Wherry has agreed with the executors to sell his 20% interest to the Medlin Estate upon such terms and conditions as the Medlin Estate is able to convey the entire parcel to a third party. Mrs. Wherry agrees that in the event the Medlin Estate shall elect to sell the 5.85 acre tract prior to such time as Mr. Wherry has fully satisfied his obligation under this paragraph to pay her Seventy-Five Thousand Dollars, she will consent to such sale, and the parties agree, that in such event, the lien on the 20% interest shall be transferred to the proceeds from the sale. In the event Mrs. Wherry must foreclose the lien on the 20% interest because of Mr. Wherry's default in paying any installment of the $75,000, Mrs. Wherry shall be entitled to recover attorney fees and expenses incurred as a result of Mr. Wherry's default.

6. Subject to the lien created by the terms of paragraph 5 above, all right, title and interest of Mrs. Wherry in and to the 20% interest in the 5.85 acres of unimproved property titled in the name of the J. M. Medlin Estate which is a portion of Airways Plaza Office Park and which adjoins Airways Plaza Buildings I and II shall be, and is hereby, divested out of Mrs. Wherry and vested absolutely in Mr. Wherry. Mr. Wherry agrees to pay the outstanding indebtedness due and owing Doug Smith for a recent appraisal of the 5.85 acres and further agrees to hold Mrs. Wherry harmless from any liability for said indebtedness.

7. The parties acknowledge that Mr. Wherry has heretofore agreed to sell certain stock issued in his name by Commercial Equities Corporation to the Estate of J. M. Medlin in exchange for 20% of the proceeds derived from the sale of Airways Plaza Office Buildings I and II by the Medlin Estate to Sunbelt Property Group, Inc. and in exchange for 20% of the proceeds derived from the sale of the remaining 5.85 acres. Further, the parties acknowledge that the stock representing the twenty percent interest in Commercial Equities Corporation is currently pledged to Third National Bank of Nashville, Tennessee to secure the debt of Mr. Wherry and/or Medlin-Wherry Land Company to said Bank. Mr. Wherry agrees that immediately upon the execution of this Agreement he shall take whatever steps are necessary to procure the release of

said stock by Third National Bank and he shall tender said stock to the executors of the Medlin Estate in exchange for that portion of the proceeds presently being held by the executors. Mr. Wherry hereby assigns to Mrs. Wherry the right to receive one-half (1/2) of all funds now held by the executors of the Medlin Estate on his behalf in the approximate total amount of Three Hundred Forty-Three Thousand Dollars ($343,000) and the right to receive one-half (1/2) of all future interest and principal payments to which he is entitled which are now due, or which may hereafter become due, in accordance with the terms of that promissory note from Sunbelt Property Group, Inc. to the Medlin Estate (a copy of said note being attached hereto as Exhibit A) which are understood by the parties to be as follows:

(a) Monthly interest from March 1, 1985 through July 31, 1994 in the amount of Two Thousand Nine Hundred Thirteen and 88/100 Dollars ($2,913.88) per month;

(b) Four Hundred Thousand Dollars ($400,000) due in July, 1994; and

(c) One Hundred Seventy-Two Thousand Three Hundred Seventy-Four Dollars ($172,374) due in July, 1999.

Mr. Wherry agrees to execute any and all instruments deemed appropriate by counsel for the parties to accomplish the assignment of one-half (50%) of the aforementioned principal and interest payments with the result that such payments are made directly to her, beginning with the installment due on or about March 1, 1984.

8. All right, title and interest of Mrs. Wherry in and to the 50% interest in the duplex known as 2116 Sharondale Drive shall be, and is hereby, divested out of Mrs. Wherry and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying the outstanding indebtedness secured by lien on the aforementioned duplex, or in any way relating to said duplex, and further agrees to hold Mrs. Wherry harmless from any liability therefor.

9. All right, title and interest of Mrs. Wherry in and to the 50% interest in the duplex known as 3209 Acklen Avenue shall be, and is hereby, divested out of Mrs. Wherry and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying the outstanding indebtedness secured by lien on the aforementioned duplex, or in any way relating to said duplex, and further agrees to hold Mrs. Wherry harmless from any liability therefor.

10. All right, title and interest of Mr. Wherry in and to that certain property known as 700 Lynnbrook Road shall be, and is hereby, divested out of Mr. Wherry and vested absolutely in Mrs. Wherry. Mr. Wherry agrees to execute a quitclaim deed conveying his interest in said property to Mrs. Wherry. Further, Mr. Wherry agrees to assume sole and separate responsibility for making the monthly payments on the mortgage secured by a lien on said property, which payments include principal, interest, taxes and insurance, until the indebtedness has been fully paid. After the mortgage indebtedness has been fully paid, Mrs. Wherry agrees to assume sole and separate responsibility for maintaining insurance on the property and paying the property taxes associated with the same. In the event Mrs. Wherry should elect to sell the property prior to such time as the mortgage indebtedness has been fully paid, Mr. Wherry agrees that, at the time the sale is closed, he will pay to Mrs. Wherry an amount equal to the then outstanding principal balance on the mortgage indebtedness. Mr. Wherry agrees to pay William R. Manier, III and Associates the outstanding indebtedness due and owing by the parties as the result of the recent appraisal of this property and further agrees to hold Mrs. Wherry harmless from any liability for such debt. Further, Mr. Wherry agrees to pay all utilities (telephone, water and sewer, electricity and natural gas) and other similar and normal expenses associated with the Lynnbrook property through February, 1985 and further agrees to hold Mrs. Wherry harmless from any liability therefor. Beginning on March 1, 1985 Mrs. Wherry agrees to assume sole and separate responsibility for paying the utilities and other expenses associated with the Lynnbrook property and further agrees to hold Mr. Wherry harmless from any liability therefor. Effective on or as of the date of execution of this Agreement Mrs. Wherry shall have the right to sole and exclusive occupancy of the Lynnbrook Road property.

11. All right, title and interest of Mrs. Wherry in and to that certain unimproved parcel consisting of approximately 2.89 acres and situated on Harding Place in Davidson County, Tennessee shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. The parties acknowledge that said parcel is presently encumbered with a lien securing an indebtedness incurred by Mr. Wherry in connection with his purchase of a partnership interest in 333 Associates. Mr. Wherry agrees to be solely and separately responsible for paying any and all debts associated with the Harding Place property and further agrees to hold Mrs. Wherry harmless from any liability for said debts.

12. All right, title and interest of Mrs. Wherry in and to the 35% interest in Stokes Lane Partners, a partnership, or the assets thereof, shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. As between the parties, Mr. Wherry agrees to assume sole and separate responsibility for paying all debts relating to said partnership and further agrees to hold Mrs. Wherry harmless from any liability therefor.

13. All right, title and interest of Mrs. Wherry in and to the 35% interest in Accent Properties, a partnership, or the assets thereof, shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. As between the parties, Mr. Wherry agrees to assume sole and separate responsibility for paying all debts relating to said partnership and further agrees to hold Mrs. Wherry harmless from any liability therefor.

14. All right, title and interest of Mrs. Wherry in and to that certain interest in Robert E. Lee Apartments situated in Chattanooga, Hamilton County, Tennessee shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying any debts associated with, or related to the Robert E. Lee Apartments and further agrees to hold Mrs. Wherry harmless from any liability therefor.

15. Any right, title or interest of Mrs. Wherry in and to that certain property situated in Chattanooga, Hamilton County, Tennessee known as the Missionary Ridge School shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying all outstanding debts relating to, or in any way associated with, said property and further agrees to hold Mrs. Wherry harmless from any liability therefor.

16. All right, title and interest of Mrs. Wherry in and to that certain property known as 2225 Bandywood Drive shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying all debts associated with, or in any way related to, 2225 Bandywood Drive and further agrees to hold Mrs. Wherry harmless from any liability for said debts.

17. All right, title and interest of Mr. Wherry in and to that certain cottage, and the contents thereof, in Monteagle, Tennessee and situated on the grounds of the Monteagle Sunday School Assembly shall be, and is hereby, divested out of him and vested absolutely in Mrs. Wherry. Mr. Wherry agrees to pay all property taxes, utilities, and assessments associated with or related

to said cottage through February, 1985 and further agrees to hold Mrs. Wherry harmless from any liability for same. Commencing March 1, 1985 Mrs. Wherry agrees to assume sole and separate responsibility for paying the utilities, taxes, assessments and other expenses associated with, or relating to, the Monteagle cottage and further agrees to hold Mr. Wherry harmless from any liability for same. Further, Mr. Wherry agrees to pay the outstanding indebtedness due and owing Mr. Charles Teasley for his recent appraisal of the cottage and contents and further agrees to hold Mrs. Wherry harmless from any liability for said debt.

18. All right, title and interest of Mrs. Wherry in and to the two commercial buildings known as 200-211 Crutchfield Avenue shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying the outstanding indebtedness associated with, or in any way relating to, said properties and further agrees to hold Mrs. Wherry harmless from any liability therefor. Further, Mr. Wherry agrees to pay the outstanding indebtedness due and owing Mr. Doug Smith for his recent appraisal of said properties and further agrees to hold Mrs. Wherry harmless from any liability therefor.

19. Any right, title and interest of Mrs. Wherry in and to that certain limited partnership interest known as Courtyards Limited shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying any debts associated with Courtyards Limited, or the purchase of the interest therein, and further agrees to hold Mrs. Wherry harmless from any liability therefor.

20. Any right, title and interest of Mrs. Wherry in and to that certain limited partnership interest known as Parkwood Villa Associates shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying any debts associated with Parkwood Villa Associates, or the purchase of the interest therein, and further agrees to hold Mrs. Wherry harmless from any liability therefor.

21. Any right, title and interest of Mrs. Wherry in and to that certain limited partnership known as 333 Associates shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying any debts associated with 333 Associates, or the purchase of the interest therein, and further agrees to hold Mrs. Wherry harmless from any liability therefor.

22. Any right, title and interest of Mrs. Wherry in and to that certain limited partnership known as Village Place Apartments shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying any debts associated with Village Place Apartments, or the purchase of the interest therein, and further agrees to hold Mrs. Wherry harmless from any liability therefor.

23. Any right, title or interest of Mrs. Wherry in and to that certain partnership known as 212 Partners shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying any and all debts relating to, or in any way associated with, 212 Partners and further agrees to hold Mrs. Wherry harmless from any liability therefor.

24. All right, title and interest of Mrs. Wherry in and to the certificates of deposit in the amount of Ten Thousand Dollars ($10,000) and Five Thousand Dollars ($5,000), respectively, in the name of Mr. Wherry at Nashville City Bank shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry.

25. All right, title and interest of Mrs. Wherry in and to the funds and securities in the Shearson-American Express Financial Management Account styled in the name of Mr. Wherry shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry.

26. All right, title and interest of Mrs. Wherry in and to the funds on deposit in the Merrill-Lynch Retirement Account in the name of Mr. Wherry shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry.

27. All right, title and interest of Mr. Wherry in and to the funds on deposit in the Merrill-Lynch Retirement Account in the name of Mrs. Wherry shall be, and is hereby, divested out of him and vested absolutely in Mrs. Wherry.

28. All right, title and interest of Mrs. Wherry in and to the funds on deposit in the checking account at Nashville City Bank, #76-07872-8 in the name of Mr. Wherry shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry.

29. All right, title and interest of Mr. Wherry in and to the funds on deposit in the checking account at Commerce Union Bank, #746-428-2 in the name of Mrs. Wherry shall be, and is hereby, divested out of him and vested absolutely in Mrs. Wherry.

30. All right, title and interest of Mrs. Wherry in and to the funds on deposit in the Crutchfield Account at Nashville City Bank, #02-78720-2 shall be, and is hereby, divested out of Mrs. Wherry and vested absolutely in Mr. Wherry.

31. All right, title and interest of Mrs. Wherry in and to the funds on deposit in the Crutchfield Account at Nashville City Bank, #92-00885-2 shall be, and is hereby, divested out of Mrs. Wherry and vested absolutely in Mr. Wherry.

32. All right, title and interest of Mrs. Wherry in and to the funds on deposit in the Acklen Account at Nashville City Bank, #76-07856-6 shall be, and is hereby, divested out of Mrs. Wherry and vested absolutely in Mr. Wherry.

33. All right, title and interest of Mrs. Wherry in and to the funds on deposit in the Sharondale Account at First American National Bank, #394-086-4 shall be, and is hereby, divested out of Mrs. Wherry and vested absolutely in Mr. Wherry.

34. All right, title and interest of Mrs. Wherry in and to the 100 shares of Southern Hospitality, Inc. stock issued in the name of Mr. Wherry shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry.

35. All right, title and interest of Mr. Wherry in and to the funds on deposit in the Payne Webber Accounts styled in the name of Mrs. Wherry shall be, and is hereby, divested out of him and vested absolutely in Mrs. Wherry.

36. All right, title and interest of Mr. Wherry in and to the 10 shares of stock issued by Exxon, Inc. in the name of Mrs. Wherry shall be, and is hereby, divested out of him and vested absolutely in Mrs. Wherry.

37. All right, title and interest of Mr. Wherry in and to the 10 shares of stock issued by Alaska Airlines, Inc. in the name of Mrs. Wherry shall be, and is hereby, divested out of him and vested absolutely in Mrs. Wherry.

38. All right, title and interest of Mr. Wherry in and to the 10 shares of stock issued by AT&T in the name of Mrs. Wherry shall be, and is hereby, divested out of him and vested absolutely in Mrs. Wherry.

39. The parties have heretofore agreed upon a division of the household furnishings and personal property situated at the Lynnbrook Road residence which agreement is reflected by separate instrument in the handwriting of Mr. and/or Mrs. Wherry. The parties hereby ratify that agreement and agree that they shall proceed to implement its terms and conditions immediately upon

the execution of this Agreement. All articles of household furnishings and personal property situated at the Lynnbrook Road residence not specifically mentioned by the terms of the aforementioned handwritten agreement shall be the sole and separate property of Mrs. Wherry free of any claim by Mr. Wherry. The parties agree that the 8 chairs to be selected by Mrs. Wherry for purchase by Mr. Wherry as replacements under the terms of the aforementioned handwritten agreement shall not exceed a retail price of $400 each and that the table to be selected by Mrs. Wherry for purchase by Mr. Wherry as a replacement under the terms of the aforementioned handwritten agreement shall not exceed a retail price of $1,800.00. Mr. Wherry shall not be allowed to remove the silver flatware (Versailles pattern), the dining room chairs, or the dining table from the Lynnbrook residence until replacements for said articles are delivered to Mrs. Wherry.

40. Each party shall retain as his or her sole and separate property all articles of jewelry and personal effects free of any claim by the other party with the exception of a piece of jewelry in Mrs. Wherry's possession which was given to her by Mr. Wherry's mother. Mrs. Wherry agrees that said piece of jewelry shall be the sole and separate property of Mr. Wherry and further agrees that she will deliver same to Mr. Wherry immediately upon execution of this Agreement. Mrs. Wherry shall retain all pieces of art painted by her and all art supplies.

41. All right, title and interest of Mrs. Wherry in and to the 140 head of Holstein cattle owned by Mr. Wherry which are currently leased to Rolling Hills Diary shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying all debt to Citizens Bank of LaFayette, Tennessee or otherwise owed by him which in any way relates to, or is associated with, purchase and/or maintenance of said cattle, and further agrees to hold Mrs. Wherry harmless from any liability for said debt.

42. All right, title and interest of Mrs. Wherry in and to the 1975 Lincoln automobile presently situated at 700 Lynnbrook Road shall be, and is hereby divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to cause said vehicle to be removed from Lynnbrook Road residence within 30 days from and after execution of this Agreement. In the event he should fail to do so, Mrs. Wherry shall be free to have said vehicle towed to Mr. Wherry's residence or place of business and Mr. Wherry shall be responsible to pay the towing charge.

43. All right, title and interest of Mrs. Wherry in and to that certain 1974 Mercedes automobile currently operated by Mr. Wherry shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry.

44. All right, title and interest in and to that certain 1953 Jeep vehicle currently located at the Earnest Franklin Monteagle cottage shall be, and is hereby, divested out of Mrs. Wherry and vested absolutely in Mr. Wherry.

45. All right, title and interest of Mr. Wherry in and to that certain 1981 Ford Mustang automobile operated by Mrs. Wherry shall be, and is hereby, divested out of him and vested in Mrs. Wherry.

46. The parties acknowledge that there is currently in force insurance on the life of Mr. Wherry in the total amount of One Hundred Twenty Thousand Dollars ($120,000), with accumulated cash surrender value of approximately $1,900. Mrs. Wherry is currently the beneficiary of said life insurance. Any right, title and interest Mrs. Wherry might have in and to the cash surrender value of said life insurance shall be, and is hereby, divested out of her and vested absolutely in Mr. Wherry. Mr. Wherry agrees to assume sole and separate responsibility for paying any outstanding debts due and owing the life insurance company(ies) as a result of borrowings against said cash surrender value and further agrees to hold Mrs. Wherry harmless from any liability therefor. Further, Mr. Wherry agrees to maintain term life insurance on his life in the original face amount of at least $88,000 with Mrs. Wherry the beneficiary of said life insurance. Mr. Wherry shall be allowed to decrease the face amount of insurance as his obligations under paragraphs 5 and 10, above, have been satisfied. Further, Mr. Wherry agrees to furnish Mrs. Wherry with a copy of said policy and to request that the insurance carrier notify Mrs. Wherry in the event the premiums are not paid in accordance with the terms of the policies.

47. Mr. Wherry agrees to assume sole and separate responsibility for paying the outstanding debts due and owing Nashville City Bank on promissory notes in the approximate amount of $11,800 and $5,000, respectively, and further agrees to hold Mrs. Wherry harmless from any liability for said debts.

48. 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.

49. Except as otherwise provided by the terms of this Agreement, Mr. Wherry agrees to assume sole and separate responsibility for payment of all outstanding debts of the parties, whether joint or individual, as of the date of execution of this Agreement including, but not limited to, the charges of Dr. Vernon Sharp for services rendered the parties, the charges of Mr. John Kitch for services rendered the parties, and credit card charges. Provided, however, Mrs. Wherry shall be responsible for paying Mr. David Phillips for services rendered, all court reporter fees incurred by her in connection with the divorce proceedings now pending, and attorney's fees due Mr. Thomas Schlater and Mr. Charlie Leach for their advice in connection with the indebtedness due and owing Third National Bank.

50. Mr. Wherry shall pay the firm of Farris, Warfield & Kanaday $15,000 by March 1, 1985 towards the fees and expenses incurred by Mrs. Wherry in connection with the divorce proceedings now pending in the Fourth Circuit Court of Davidson County, Tennessee and in connection with the negotiation of this Agreement. Mrs. Wherry agrees to be responsible for paying any additional sums due and owing Farris, Warfield & Kanaday for fees and expenses in connection with the negotiation of this Agreement and in connection with said divorce proceedings.

51. The parties agree that they shall file a joint federal income tax return for the calendar year 1984. Mr. Wherry shall be responsible for paying any and all taxes due and owing the federal government as a result of income earned, realized, and/or received by the parties, jointly or individually, during the calendar year 1984 and shall hold Mrs. Wherry harmless from any liability for such taxes. Mr. Wherry shall be entitled to receive as his sole and separate property the full amount of any refund, if any, to which the parties may be entitled as a result of over payment of their taxes for 1984. Mr. Wherry shall endeavor to have the return prepared on or before April 15, 1985 if at all possible, but in no event later than August 15, 1985. Mr. Wherry shall pay all costs associated with preparation of the return. At the time the parties' 1984 joint return is prepared, Mr. Wherry shall have a 1984 return prepared as if Mrs. Wherry were filing separately for that calendar year and reporting, in addition to any other income earned by her, capital gains income equal to the amount of funds to be received by her under paragraph 7, above, as one-half of the funds being held by the executors of the Medlin Estate, said one-half (1/2) being approximately equal to $171,000. Mrs. Wherry shall pay

Mr. Wherry at the time both parties sign the return and it is mailed to the Internal Revenue Service an amount equal to the tax she would pay if she filed a separate return for 1984.

52. Mr. Wherry agrees to assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due the federal government as a result of income earned and/or received by the parties during any year for which the parties file, or have filed, a joint federal income tax return. Further, Mr. Wherry agrees to hold Mrs. Wherry harmless from any liability for such income taxes, penalties and/or interest as may hereinafter be finally determined to be due.

53. Mr. Wherry agrees to pay the court costs associated with the divorce proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and further agrees to hold Mrs. Wherry harmless from any liability therefor.

54. In addition to the guaranty at Third National Bank, Mr. Wherry agrees to procure the release of Mrs. Wherry from all liability on guaranties, notes and other instruments executed in connection with assets received by Mr. Wherry, the businesses in which he is now engaged, or the businesses in which he has engaged in the past.

55. Except as otherwise provided by the terms of this Agreement, each party shall be soley and separately responsible for paying all debts which he or she incurs, or contracts for, from and after date of execution of this Agreement and further agrees to hold the other party harmless from any liability therefor. Each party agrees that from and after the execution of this Agreement neither party shall incur any debt on the credit of the other from and after the date of execution of this Agreement.

56. In the event a creditor of either party seeks to compel the other party 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.

57. 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.

58. 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.

59. 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. Wherry and Mr. Wherry, individually or jointly, or any property that either of them may acquire in the future.

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

61. 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 and with advice of counsel.

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

63. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

64. 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.

65. 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 a copy of same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of divorce between the parties.

BETTY BRADFORD MANEY WHERRY

STEPHEN ROBINSON WHERRY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lydia D Sutler, a Notary Public in and for the aforesaid State and County, BETTY BRADFORD MANEY WHERRY, 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.

Sworn to and subscribed before me this 26th day of February, 1985.

Lydia D Sutler
Notary Public

My commission expires: April 17, 1988

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Kathy A. Wilson, a Notary Public in and for the aforesaid State and County, STEPHEN ROBINSON WHERRY, 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.

Sworn to and subscribed before me this 27th day of February, 1985.

Kathy A. Wilson
Notary Public

My commission expires: July 27, 1986

It is further ORDERED, ADJUDGED AND DECREED that Mrs. Wherry's maiden name, Betty Bradford Maney, shall be, and is hereby restored to her.

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

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

This the 22nd day of Feb, 1985.

Thomas C. Binkley
THOMAS C. BINKLEY, Special Judge

APPROVED FOR ENTRY:

FARRIS, WARFIELD & KANADAY

By: James G. Martin III
James G. Martin III,
Attorney for Plaintiff,
Betty Bradford Maney Wherry

HOLLINS, WAGSTER & YARBROUGH

By: John J. Hollins
John J. Hollins,
Attorney for Defendant,
Stephen Robinson Wherry

FILED FOR REGISTER
DAVIDSON COUNTY, TN
APR 20 9 44 AM '88

IDENTIFICATION REFERENCE

22938

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* 22nd *day of* FEBRUARY, *19* 85, *in Case Number* 84D-1477 *between* BETTY BRADFORD MANEY WHERRY *Plaintiff, and* STEPHEN ROBINSON WHERRY *Defendant, as same remains of record in Book* 142C, *Page* 1835 *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* 19th *day of* April *in the year one thousand nine hundred and* Eighty-Eight *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary W.J *D.C.*

Form