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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

HELEN JEAN (GREEN) MINGLE,
Plaintiff/Wife

VS.

WILLIAM EUGENE MINGLE,
Defendant/Husband.

Docket No. 88D-332

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 3rd day of June, 1988, before the Honorable James R. Everett, Jr., Judge, upon the Complaint of Plaintiff/Wife, Helen Jean (Green) Mingle, hereafter called "Wife", for a Divorce upon the ground of irreconcilable differences; an Agreed Order having been entered dismissing Wife's Petition for Contempt against Husband, and placing said cause of action upon the Court's uncontested docket; and, it appearing to the Court from said Complaint, the testimony of Wife in Open Court, statement of counsel, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Wife to a Divorce from Husband on said ground; and, it further appearing that Husband and Wife have executed a written, notarized Marital Dissolution Agreement which Agreement the Court affirmatively finds does contain an equitable settlement of all property rights between the parties, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore it is hereby

ORDERED, ADJUDGED and DECREED that Wife, Helen Jean (Green) Mingle, should be and she hereby is awarded an absolute divorce from Husband, William Eugene Mingle, on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. It is further

ORDERED, ADJUDGED and DECREED that the written, notarized Marital Dissolution Agreement signed on April 28, 1988, by Wife, and May 12, 1988, by Husband, should be and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into on the date(s) set forth beside the signatures below, by and between HELEN JEAN (GREEN) MINGLE, hereinafter called "Wife", and WILLIAM EUGENE MINGLE, hereinafter called "Husband", as follows:

WHEREAS, there is now pending in the Probate Court for Davidson County, Tennessee, a Complaint for Absolute Divorce, Case No. 88D-332, wherein Wife is seeking an absolute divorce from Husband on the ground of irreconcilable differences, and there being such irreconcilable differences between the parties that they can no longer live together as husband and wife, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights, marital debts, and maintenance;

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the ground of irreconcilable differences; so

WHEREFORE, in final settlement, adjustment and compromise of all matters relating to property rights, and in all matters relating to the support and maintenance of the Wife, and all other matters relating to or arising out of the marriage relationship, and in consideration of the mutual promises and covenants herein set forth, Husband and Wife mutually covenant and agree as follows:

1. Both parties agree and acknowledge that each of them shall be and are herewith permanently restrained and enjoined from coming about each other for the purpose of harming, harrassing, threatening, or abusing each other and each of them shall refrain from speaking about each other to the adult children of the parties in a derogatory fashion, it being in each of their respective best interest to treat each other with mutual respect and dignity.

2.(A) Husband shall be and is divested of any right, title or interest, and Wife shall be and is vested with sole right, title and interest, in and to the real property located at 2800 Ennis Road, Nashville, Davidson County, Tennessee, 37210, of record in Book 1914, Page 389, Register's Office for Davidson County, Tennessee, which is more specifically described below, as follows:

Being Lot No. 84 on the Map of Mashburn Heights, as of record in Book 1835, Page 1, Register's Office for said County.

Said Lot No. 84 fronts 158 feet on the southeasterly side of Ennis Road and runs back between lines, 237.7 ffet on the easterly line and 219.1 feet on the westerly line to a dead line in the rear on which it measures 158.6 feet.

Being the same property conveyed to William E. Mingle and wife, Helene G. Mingle, by Warranty Deed dated December 1, 1950, from Oakhill Homes, Inc., a Tennessee corporation. [The said Helene G. Mingle is one and in the same person as Helen Jean (Green) Mingle.]

(B) Hereafter Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for the payment of the 1987 and 1988 Davidson County property taxes, the costs of any and all maintenance associated with said real property and any and all utility expenses associated therewith.

3. Wife shall be and is divested of any right, title or interest in and to the 1984 Chrysler automobile, the 1979 Pontiac Bonneville automobile, and the 1973 VIP boat, motor and trailer and Husband shall be and is vested with sole right, title and interest in and to said vehicles and boat, motor and trailer, respectively. Husband shall be and is solely responsible for any and all indebtednesses associated therewith, and all maintenance and insurance upon said items.

4. Husband shall be and is divested of any right, title or interest in and to the 1985 Chevrolet Coachman Van, and Wife shall be and is vested with sole right, title and interest in and to said vehicle. Husband shall immediately return to Wife's possession the portable TV previously located in said van. Wife shall be and is solely responsible for any and all indebtednesses associated with said van, and all maintenance and insurance upon said vehicle; provided, however, that Husband shall have paid all premiums attributable to the insurance coverage upon this vehicle through the date of the entry of a Final Decree of Divorce.

5.(A) Husband agrees that pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, he shall continue to maintain through his employer, at his expense, the existing medical and hospitalization insurance plan presently in force insuring Wife through the Arcata Health Security Plan. Said Plan shall remain in force until the happening of one of the following events, whichever event shall first occur as follows:

1. The expiration of 36 months from the date of the entry of a Final Decree of Divorce, or,

2. Upon the remarriage of Wife or

3. Upon Wife cohabiting with an unrelated member of the opposite sex (other than her present husband), or

4. At such time as Wife finds it possible to obtain a group medical plan through her employer.

(B) Husband shall provide Wife with appropriate claim forms and Wife shall file any and all claims in a timely fashion. Husband agrees that he shall be and is solely responsible for and shall hold harmless and indemnify Wife for any and all deductible and/or uninsured medical or hospitalization expenses incurred by Wife prior to February 12, 1988 and he shall hold harmless and indemnify Wife for same. Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for any and all deductible and/or uninsured medical or hospitalization expenses incurred for her benefit (not otherwise covered by Husband's medical insurance plan) which she may incur from and after February 12, 1988. (However, in the event the deductible exceeds $200.00, Husband shall be responsible for paying up to $200.00 of the amount in excess of $200.00) WEM HGM

Husband and Wife agree and acknowledge that the payment by Husband of the medical insurance premiums shall not be construed as alimony but shall be and is construed as the assumption by Husband of an indebtedness.

6. Both parties mutually agree and acknowledge that they shall divide equally the tax refund in the approximate amount of $360.00 from the recent joint filing of a 1987 Federal Income Tax Return. The parties shall file separate Federal Income Tax Returns for the calendar year 1988 and Wife shall be solely responsible for and shall hold harmless and indemnify Husband for any and all Federal taxes attributable to her for the tax year 1988 and Husband shall be solely responsible for and shall hold harmless and indemnify Wife for any taxes attributable to him in 1988.

7. Wife shall be and is solely responsible for all indebtednesses which appear solely in her name, unless otherwise provided for in this Agreement. Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for any indebtednesses which appear solely in his name, unless otherwise provided for in this Agreement.

8. Husband shall be and is divested of any right, title or interest in and to any of the furniture, fixtures, furnishings, portable appliances or other personal property, including all of Wife's jewelry, and personal effects located at 2800 Ennis Road, Nashville, Davidson County, Tennessee, 37210, and Wife shall be and is vested with sole right, title and interest in and to all of said personal property, except for those specific items hereinafter set forth below which shall be and are Husband's sole and exclusive property, as follows:

(A) Husband's personal effects and his jewelry (including his pocket watch and wrist watch)
(B) All of the tools located at 2800 Ennis Road (excluding the McCullough chain saw, the new lawn mower, the hedge clippers and other yard tools which shall remain the sole and exclusive property of Wife);
(C) All of Husband's fishing equipment, rods, reels plugs, etc.
(D) All CB Radios
(E) 12 volt spotlight
(F) Buck Knife and Scabbard
(G) One platform rocker
(H) Beer Keg (which was a gift from the parties' son, Terry)
(I) Big Console RCA Color Television
(J) Skill Saw and Electric Chain Saw
(K) Side Mirrors
(L) Wall Mural
(M) 1 Recliner Chair
(N) Foot Massager
(O) Stereo Record Players, Radio Console and collection of Willie Nelson records
(P) 1 Coleman Icebox
(Q) Old 3 horsepower lawn mower
(R) Light which plugs into lighter
(S) 1 Coleman Lantern and 1 Stove (and such other Coleman lanterns and camping stoves as can be located at the property
(T) Polaroid Camera and Case
(U) Collection of Louis L'amour Books and Field and Stream Books
(V) Set of Cow Horns
(W) Stanley Thermos Bottle
(X) Twin Bed located in upstairs
(Y) Coffee and 2 lamps
(Z) Chihuahua named Peppi

9. The parties agree and acknowledge that there presently exists at Third National Bank three separate Individual Retirement Account certificates of deposit, Nos. 135-637, 135-638, and 135-639, the total cumulative principal balances of which are approximately $102,800.00, in the name of William E. Mingle, which represents the total cumulative retirement benefits obtained by Husband through his employer. By his signature hereinafter below, Husband does herewith authorize and instruct Third National Bank to transfer into the name of Wife an amount equal to ($27,499.00) representing 26 3/4% of the cumulative principal balances presently held in the aforementioned individual retirement account cerfiticates of deposit. Said amounts shall be transferred immediately upon the entry of a Final Decree of Divorce. WEM/HGM ~~and shall be accomplished in such a manner that is deemed to be a taxable event~~ WEM/HGM. The parties agree and acknowledge that the division of the aforesaid retirement account is a division of marital property. Notwithstanding the foregoing, however, should there be deemed to be a taxable event as the result of the transfer of said property Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband with regard to any tax that shall become due and owing upon said funds. It is the express intention of the parties that said transfer of funds shall not be construed as an early withdrawal by Husband pursuant to the Internal Revenue Code Regulations on individual retirement accounts.

10. Husband shall pay directly to Wife for the support and maintenance of Wife as ~~additional~~ WEM/HGM alimony in solido the sum of $500.00 on May 1, 1988 and $295.00 per month commencing on the first day of June, 1988 and for each month thereafter for a period of 24 consecutive months. In the event that Wife shall remarry, or shall cohabit with any member of the opposite sex (other than her present husband); then, said monthly alimony payments shall immediately cease.

11. Husband agrees that he shall maintain in force the life insurance upon his life in the face amount of $12,900.00 provided through Arcata Graphics/Baird Ward, and to the extent of the monthly payments heretofore referred to in Paragraph 10 above Husband shall name Wife as a beneficiary of said insurance until such time as the montly alimony aforementioned has been paid in full. Thereafter, Husband shall be and is permitted to name such beneficiaries as he shall deem appropriate for any and all life insurance which may be enforced upon his life.

12. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Code, 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. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

13. In consideration of this Agreement, Husband and Wife hereby release one another and their heirs, executors, administrators and assigns, property and estate, from any and all rights of every kind and character, for past and future support and maintenance, homestead rights, descent, distribution, alimony, rights of election against the other's will, and from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relation of the parties, except as is expressly provided for in this Agreement, and each party is forever barred from having or asserting any such right, claim, demand or obligation at any time hereafter for any purpose except that the parties may assert all rights that are given under this Agreement.

14. The parties mutually stipulate that both of them have participated in the negotiations surrounding the preparation of this instrument; that David R. Kennedy, Attorney, has represented the Wife; that John Michael Thompson, Attorney has represented the Husband; that each of the parties have read this instrument;

and that both of them are fully aware of and in agreement with its contents and its legal effect including, but not limited to, the belief that this Agreement is fair, adequate and sufficient in all respects. The parties further acknowledge that each of them have sought and obtained independent tax advice and do not rely upon representations by either of their respective legal counsel as to the consequences of any taxable event created herein.

15. Husband agrees that he shall be and is solely responsible for his attorneys fees incurred in this cause and Wife shall be and is solely responsible for her attorneys fees incurred in this cause. Each party shall be equally responsible for one-half (1/2) of all of the Court costs associated herewith, for which let execution issue if necessary. Any and all court costs heretofore applied by Wife shall be credited to her one-half (1/2) of the total court costs incurred in this cause.

16. This Agreement shall be exhibited to the Court at the final hearing of this cause, and the substance of all numbered paragraphs herein shall be incorporated to the extent approved by the Court in the Final Decree, in the event that the Court grants a divorce to the Wife.

17. Both parties mutually agree and acknowledge that each of them shall sign any and all documents necessary to carry out the intent of this Agreement. All injunctions or other restraining orders not referred to in this Agreement, but entered into heretofore shall be and are herewith rescinded.

WITNESS OUR HANDS the date(s) set forth below.

/s/ William Eugene Mingle
WILLIAM EUGENE MINGLE
"Husband"

5/12/88
Date

/s/ Helen Jean (Green) Mingle
HELEN JEAN (GREEN) MINGLE
"Wife"

4/28/88
Date

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Helen Jean (Green) Mingle, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Marital Dissolution Agreement as "Wife," for the purposes therein contained, this the 28th day of April, 1988.

/s/ David R. Kennedy
NOTARY PUBLIC

My Commission Expires: 5-13-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named William Eugene Mingle, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Marital Dissolution Agreement as "Husband," for the purposes therein contained, this the 12 day of May, 1988.

/s/ Patricia S. Johnson
NOTARY PUBLIC

My Commission Expires: 3-11-91

It is further ORDERED that all Restraining Orders heretofore entered restraining Third National Bank of Nashville, Tennessee, from permitting the withdrawal of funds from Husband's IRA Account, his Certificates of Deposit, or any other depository accounts at said institution; shall be and are dissolved and shall be of no further force and effect, except to the extent that Husband and Third National Bank shall cause to be paid directly to Wife, upon presentation of this Decree, an amount equal to $27,499.00 of the cumulative principal balances presently held in the individual Retirement Account Certiticates of Deposit referred to in Paragraph No. 9 of this Decree, for all of which let execution issue, if necessary.

It is further ORDERED that the filing fees previously paid by Wife shall be applied to one-half (1/2) of the total Court costs associated with this cause, and any balance of one-half (1/2) of said Court costs, after crediting the amounts prepaid to the Court, shall be paid by Wife, and the remaining one-half (1/2) of the total Court costs incurred in this cause shall be paid by Husband, for all of which let execution issue, if necessary.

ENTERED this the 3 day of June, 1988.

JUDGE

APPROVED FOR ENTRY:

DAVID R. KENNEDY
BPR #5642
Attorney for Wife
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
(615) 883-4998

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U. S. Mail, postage prepaid, to the Attorney for Husband, Mr. John Michael Thompson, WARD, DERRYBERRY & THOMPSON, Suite 1720 Parkway Towers, 404 James Robertson Parkway, Nashville, TN, 37219, this 3rd day of June, 1988.

DAVID R. KENNEDY

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IDENTIFICATION REFERENCE

JUN 7 11 24 AM '88

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

RUSH

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* 3rd *day of* June, *19* 88, *in Case Number* 88D-332 *between* Helen Jean Mingle *Plaintiff, and* William Eugene Mingle *Defendant, as same remains of record in Book* 42B, *Page* 802 *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* 7th *day of* June *in the year one thousand nine hundred and* eighty-eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K Longford *D.C.*

Form #GR-117