IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
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GEORGE L. ACUKER, CLERK
D.C.

BOOK 7629 PAGE 57

PEGGY Y. TOSH,
Wife

V.

RONALD H. TOSH,
Husband

NO. 88D-950

MAP 72-8
Par - 30 ML

MAP. 72-4
Par - 112 ML

FINAL DECREE

This cause came on to be heard on June 22, 1988, before the Honorable James R. Everett Jr., 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 and that they have made adequate and sufficient provision for custody and maintenance of their minor children; (3) that the marital dissolution agreement should be approved; (4) that Wife's current residence address is 1601 Norvell Avenue, Nashville, Tennessee, 37216, and that Husband's current residence address is 1445 McGavock Pike, Nashville, Tennessee, 37216; and (5) that the 90-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, Peggy Y. Tosh ("Wife") has filed an action for absolute divorce against Ronald H. Tosh ("Husband") in the Circuit Court of Davidson County, Tennessee, entitled Peggy Y. Tosh v. Ronald H. Tosh, Docket No. 88D-950; 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.

a. Husband. The parties own as tenants by the entirety a house and lot located at 1445 McGavock Pike, Nashville, Tennessee, which is more particularly described as follows:

> Being Lot No. 12 and the easterly 20 feet of Lot No. 11 and the westerly 20 feet of Lot No. 13 on the Map of Inglewood Golf Club Estates, of record in Book 843, page 98, Register's Office for Davidson County, Tennessee.
>
> Said lot and parts of said lots front 100 feet on the northerly side of McGavock Pike and run back between parallel lines 329 feet, more or less, on the west line of said part of Lot No. 11 and 275 feet, more or less, on the east line of said part of Lot No. 13, to the center line of a drain in the rear on which they measure 106.5 feet, more or less.
>
> Being the same property conveyed to Ronald H. Tosh and wife Peggy Y. Tosh by deed from Peggy Lampley Robeson of record in Book 6028, Page 709, Register's Office of Davidson County, Tennessee.

Wife's ownership interest in the above-described property will be divested out of her and vested in Husband, who will own the property in fee simple. Husband will be solely responsible for all repairs and maintenance, and for any present or future

indebtedness secured by the property, and he will hold Wife harmless from any liability on such debts or expenses.

b. Wife. The parties own as tenants by the entirety a house and lot located at 1601 Norvell Avenue, Nashville, Tennessee, which is more particularly described as follows:

> Being Lot No. 5 of Block F on the Plan of Inglewood Terrace of record in Book 1130, Page 1 of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being the same property conveyed to Ronald H. Tosh and wife, Peggy Y. Tosh, by deed from Rick C. Tanley and wife Trecia Bowers Tanley of record in Book 5271, Page 658, Register's Office of Davidson County, Tennessee.

Husband's ownership interest in the above-described property will be divested out of him and vested in Wife, who will own the property in fee simple. Wife will be solely responsible for all repairs and maintenance, and for any present or future indebtedness secured by the property, and she will hold Husband harmless from any liability on such debts or expenses.

2. PERSONAL PROPERTY. Husband will receive the 1987 Toyota 4-Runner and the 1966 Ford Mustang automobile, and he will be solely responsible for any present or future lien on these vehicles. Wife will receive the 1983 Dodge automobile, and she will be solely responsible for any present or future lien on that vehicle. Otherwise, the parties have divided their personal property and each agrees not to claim any ownership interest in property in the other's possession.

3. CUSTODY, SUPPORT, AND VISITATION. The parties have two minor children, Ronald H. Tosh Jr., age nine, and Gregory Scott Tosh, age six. The parties will have joint custody of the children, who will maintain their primary residence with Wife and have liberal visitation with Husband. The children will reside with Wife during the school year and with Husband during the summer. During the time that the children are residing with Husband, Wife will have liberal visitation with them. Husband will pay directly to Wife as child support the

sum of $450.00, to be paid on or before the first day of each calendar month. The parties have agreed on this amount on the assumption that Wife's mother and Husband's mother will continue to keep the children while the parties are working. Thus, the parties contemplate that no expenses will be incurred by either party for daycare or after-school babysitting. During the summer months, when the children are residing with Husband, Husband's child support payments will be reduced from $450.00 a month to $250.00 a month. Both parties will carry major medical and hospitalization insurance on the children, with Wife's insurance to be the primary carrier and Husband's the secondary carrier. The parties agree that both will maintain coverage for the reason that Husband's insurance may cover expenses that Wife's insurance does not cover. Husband will pay any uninsured health care expenses, including but not limited to medical, dental, orthodontics, and eyecare expenses.

4. ALIMONY AND COURT COSTS. Neither party will make any claim against the other for alimony or rehabilitative maintenance. Husband will be responsible for the costs of this cause.

5. 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 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.

6. 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.

7. 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.

8. 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 parteis, and each party acknowledges that the agreement is fair and equitable and that it is being executed voluntarily and with the advice of counsel.

9. 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.

10. 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.

11. 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.

Peggy Y. Tosh
PEGGY Y. TOSH

Ronald H Tosh
RONALD H. TOSH

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 4th day of March, 1988, before me personally appeared Peggy Y. Tosh, 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.

Linda Davis
NOTARY PUBLIC

My commission expires: 5-13-89

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 4th day of March, 1988, before me personally appeared Ronald H. Tosh, 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.

Linda Davis
NOTARY PUBLIC

My commission expires: 5-13-89

It is further ORDERED that Wife, Peggy L. Tosh, be awarded an absolute divorce from Husband, Ronald H. Tosh; 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 child support required by the terms of this decree shall not be reduced or prorated unless specifically ordered by the Court.

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 22 day of June, 1988.

JUDGE

APPROVED FOR ENTRY:

JOHN M. L. BROWN (#5438)
221 Fourth Avenue North
Second Floor
Nashville, Tennessee 37219
615/242-3348

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. Ronald H. Tosh, 1445 McGAvock Pike, Nashville, Tennessee, 37216, on this the 22nd day of June, 1988.

JOHN M. L. BROWN

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STATE OF TENNESSEE

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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* 22nd *day of* June, *19* 88, *in Case Number* 88D-950 *between* Peggy Y. Tosh *Plaintiff, and* Ronald H. Tosh *Defendant, as same remains of record in Book* 42B, *Page* 1466 *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* 17th *day of* August *in the year one thousand nine hundred and* eighty-eight *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K Langford *D.C.*

Form #GR-117