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LURGE L. HOOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

PEGGY J. GAFFORD,
Wife

V.

JAMES C. GAFFORD,
Husband

BOOK 7635 PAGE 231

NO. 87D-1250

0508 08/25 0101 03CHECK 27.00

FINAL DECREE

This cause came on to be heard on June 27, 1988, before the Honorable ~~Muriel Robinson, Judge~~ William L. Underhill, Special 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 Wife's current residence address is 3804 Anderson Road, Nashville, Tennessee, ~~37013~~ 37217, and that Husband's current residence address is 3804 Anderson Road, Nashville, Tennessee, ~~37013~~ 37217; and (5) 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:

6 1659
IDENTIFICATION REFERENCE
AUG 25 9 40 AM '88
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
RUSH

WHEREAS, Peggy J. Gafford ("Wife") has filed an action for absolute divorce against James C. Gafford ("Husband") in the Circuit Court of Davidson County, Tennessee, entitled Peggy J. Gafford v. James C. Gafford, Docket No. 87D-1250; 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. Marital Residence. The parties own as tenants by the entirety a house and lot located at 3804 Anderson Road, Nashville, Tennessee, which is more particularly described as follows: Map. Par. 136-07-0-074.00

> Land in Davidson County, Tennessee, being Lot No. 109 on the Plan of Priest Lake Park, Section II, as of record in Book 4175, pages 56, 57 and 58, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to James Carlton Gafford (also known as James C. Gafford) and wife, Peggy Jane Gafford, (also known as Peggy J. Gafford) by warranty deed from Ralph Stevens Construction Company, Inc., of record in Book 4532, Page 687, Register's Office of Davidson County, Tennessee.

Husband agrees that his interest in the above-described real property is divested out of him and vested absolutely in Wife. Wife will assume responsibility for payment of the outstanding debt secured by an encumbrance against the residence, and will indemnify and hold Husband harmless from any liability on the debt. Wife will pay Husband the sum of $12,500.00* in consideration of his giving up his interest in the marital

* this amount is not for support, being rather a part of the division of the parties' property; it will not be deductible by Wife or includable as income by Husband; this obligation will survive the death of Husband.

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residence. She will pay this amount to Husband immediately upon his removing from the residence his possessions (including the property which he is to receive pursuant to this agreement), and upon his turning over to Wife his keys to the residence.

B. Cocke County Property. The parties agree that Wife inherited from her aunt a parcel of real property located in Cocke County, Tennessee, and more particularly described as follows:

Tract No. 1.

Cocke County, Tennessee: and on the waters of Cosby's Creek bounded as follows: Beginning on a small chestnut oak on the top of the main ridge at a deep gap. Thence S.W. a conditional line with J. I. Baxter and Roda Jenkins to a sour wood on or near Roda Jenkins line. Thence with the Roda Jenkins line to a dogwood corner. Thence a conditional line to a chestnut on the top of a little ridge. Thence a conditional line to a chestnut oak on top of the main ridge. Thence with said ridge to two chestnut oaks on the top of said ridge. Thence N. 70 Poles to a black oak. Thence back to the beginning corner.
Containing by estimation 35 acres more or less.

Tract No. 2.

Beginning on a cherry on the west bank of Cosby Creek; North 53 East crossing said creek 84 poles to a chestnut; thence South 78 west 26 poles to a chestnut; thence South 74 west 18 poles to a chestnut; thence South 70 West 10 poles to a chestnut oak; thence South 21 west 48 poles to a maple on the west bank of Cosby Creek; thence a straight line to the beginning; containing by estimation 7 acres be the same more or less.

Being the same property conveyed to Gertrude Jenkins by warranty deed from John Jenkins of record in Deed Book W, Volume 60, Page 568, Register's Office of Cocke County, Tennessee, and the same property inherited from Gertrude Jenkins (also known as Gertrude Jenkins Gower) by her niece, Peggy J. Gafford.

Husband agrees that any interest he may claim in the above-described property is divested out of him and vested absolutely in Wife. Wife will be solely responsible for paying any

present or future debt secured by an encumbrance against the property, and she will indemnify and hold Husband harmless from any liability on such debt.

C. Wife's Separate Rental Property. The parties agree that Wife inherited from her mother a house and lot located at 250 East Timmons Avenue, Nashville, Tennessee, which is more particularly described as follows: Map + Par 119-14-0-063.00

> Land in Davidson County, Tennessee, being the east 78 feet of Lot No. 8 of Block "D" on the Map of Woodbine Courts, part two, not of record, and described as follows:
> Beginning at a point in the north margin of East Timmons Avenue, the common corner of Lots 8 and 9; thence with the line between said lots, northerly 156.5 feet to the south line of Lot 21; thence with the south line of Lots 21 and 22, westerly 78 feet to a point; thence southerly, parallel with the east line of Lot 8, 156.5 feet to the north margin of East Timmons Avenue; thence with the margin of said Avenue, easterly 78 feet to the beginning.
>
> Being the same property conveyed to Jesse A. Jackson and wife, Gona J. Jackson, by warranty deed from England German Martin and wife, Mattie Martin, of record in Book 1787, Page 623, Register's Office of Davidson County, Tennessee, and the same property later owned by Gona J. Jackson by right of survivorship, and later inherited from Gona J. Jackson by her daughter, Peggy J. Gafford.

Husband agrees that any interest that he may claim in the above-described property is divested out of him and vested absolutely in Wife. Wife will be solely responsible for paying any present or future debt secured by an encumbrance against the property, and she will indemnify and hold Husband harmless from any liability on such debt.

D. Cemetary Lots. The parties agree that Wife owns as her separate property two cemetary lots, Nos. 160 and 163, at Woodlawn Memorial Park, Inc., Nashville, Tennessee. Husband agrees that any interest that he may have in the cemetary lots is divested out of him and vested absolutely in Wife.

2. HUSBAND'S BUSINESS. Husband is the owner of a one-half interest in a business known as the LaVergne Fire and Police Department, Inc. The business has assets in the form of

fire engines and fire equipment, and it functions as a private fire department for the City of LaVergne, Tennessee, by providing services to some 2,000 to 2,500 residential and commercial subscribers. Wife agrees that any interest that she may claim in the aforementioned business is divested out of her and vested absolutely in Husband. Husband will assume responsibility for paying any debt owed by or on behalf of the LaVergne Fire and Police Department, Inc., and he will indemnify and hold Wife harmless from any liability on such debt whether present or future.

3. TAX LIABILITY. The parties will file separate federal income tax returns beginning with the tax year 1988. Each will be solely responsible for his own tax liability and will indemnify and hold the other harmless therefrom. Husband will indemnify and hold Wife harmless from any tax liability incurred by or on behalf of the LaVergne Fire and Police Department, Inc.

4. HOUSEHOLD FURNITURE AND FURNISHINGS. The parties will agree on a fair division of their household furniture and furnishings. The property to be received by Husband will include, but not be limited to, the following: the beige sofa, the brown recliner, the wrought iron and glass coffee table, the end table with glass top, the ivory and black lamp, one of the portable televisions, the bed and wall unit which are located in the small bedroom, and certain linens and kitchenware.

5. OTHER ASSETS. Each party will receive as his sole property any checking account, savings account, IRA, pension plan, stocks and bonds, or other similar account or asset maintained in his name. The parties will divide equally the money that remains in the joint Cash Management Account maintained at Merrill-Lynch.

6. PRESENT AND FUTURE DEBTS. Unless 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.

7. SUPPORT, ATTORNEY FEES, AND COSTS. Neither party will make any claim against the other for alimony or rehabilitative maintenance. Each party will pay his own attorney's fee, except that Husband will pay to Wife's attorney the amount which will be determined by Special Judge Joseph Lackey for counsel's services rendered pursuant to a motion to compel discovery which was filed and argued during the course of the instant litigation. The parties will divide the court costs equally.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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 J. GAFFORD

JAMES C. GAFFORD

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 27th day of June, 1988, before me personally appeared Peggy J. Gafford, 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.

NOTARY PUBLIC

My commission expires: Oct 7-1991

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 27th day of June, 1988, before me personally appeared James C. Gafford, 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.

NOTARY PUBLIC

My commission expires: Oct 7-1991

It is further ORDERED that Wife, Peggy J. Gafford, be awarded an absolute divorce from Husband, James C. Gafford; 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 equally between the parties.

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

This 27th day of June, 1988.

JUDGE

APPROVED FOR ENTRY:

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

RECORDER'S MEMO-
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

MARK R. OLSON #11630
Attorney for Husband
Suite 1200, Third National Financial Center
424 Church Street
Nashville, Tennessee 37219

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* 27th *day of* June, *19* 88, *in Case Number* 87D-1250 *between* Peggy J. Gafford *Plaintiff, and* James C. Gafford *Defendant, as same remains of record in Book* 170C, *Page* 1790 *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* 25th *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 Karen Rooker *D.C.*