1724/207

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MAP 104-2
PARCELS 343 & 344

JAMES RONALD RESHA

VS. No. 86D-3173

LINDA LYNNE CLINTON RESHA

BOOK 7774 PAGE 264

FINAL DECREE

This cause came on to be heard on the 16th day of August, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce heretofore filed by Mr. Resha, Answer and Counterclaim filed by Mrs. Resha, Amended and Supplemental Complaint filed by Mr. Resha, and it being the parties desire that Mrs. Resha proceed based upon her Counterclaim, therefore, the original Complaint of Mr. Resha and his subsequent Amended and Supplemental Complaint are hereby withdrawn, submission to the Court of a written Marital Dissolution Agreement heretofore signed by the parties, testimony of Mrs. Resha, statement of Counsel in open Court, and the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. §36-4-101(11). It is therefore,

ORDERED AND ADJUDGED by the Court that the original Complaint for Absolute Divorce and the Amended and Supplemental Complaint, heretofore filed by Mr. Resha, are hereby withdrawn.

It is further **ORDERED AND ADJUDGED** by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and your Counter Plaintiff, Linda Lynne Clinton Resha, is hereby granted an absolute divorce from James Ronald Resha and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED AND ADJUDGED** by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does make adequate and sufficient provision for the minor children, and equitable settlement of all property rights, which Agreement is included herein, verbatim, as follows:

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **JAMES RONALD RESHA**, hereinafter referred to as "Husband", against **LINDA LYNNE CLINTON RESHA**, hereinafter referred to as "Wife, under Docket No. 86D-3173, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) **CONSIDERATION:** The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE:** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) **TAX EXEMPT STATUS:** This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of marital estate properties by co-owners.

(4) **TRIAL:** Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) **CUSTODY:** There are three (3) children born to this union, namely, James Ronald Resha, Jr., age twelve (12), Jason Rodney Resha, age ten (10), and John Ryan Resha, age eight (8). The children are residing with their mother at 737 Goodpasture Terrace, in Nashville, Davidson County, Tennessee. The parties agree that it would be to the best interests of the minor children that their custody be awarded to the Wife, and Husband shall have reasonable and liberal visitation privileges with them. Both parties will have equal access to all school and medical records of the minor children. Both parties will

cooperate in the proper rearing and upbringing of the children, both mentally, emotionally, physically and spiritually.

(6) **RESIDENCE:** The parties own the home at 737 Goodpasture Terrace, Nashville, Davidson County, Tennessee, as joint tenants by the entirety. As a division of the marital estate, the parties agree that all right, title and interest which Husband has, in and to the aforementioned property, shall be, and the same is hereby, divested from him, and the sole and exclusive ownerhsip of said property shall be vested in Wife, in fee simple absolute ownership, and she shall assume the balance of mortgage indebtedness thereon, and hold Husband harmless, and indemnify him, from any responsibility therefrom. Husband shall execute a Quitclaim Deed divesting his interest therein.

(7) **FURNITURE AND HOUSEHOLD FURNISHINGS:** All household furniture, furnishings and accessories located at the residence on Goodpasture Terrace, shall become the sole and exclusive ownership of Wife, free from any claim by Husband. Each party shall be awarded his or her personal clothes, jewelry and wearing apparel.

(8) **BUSINESS INTERESTS:** As a further division of the marital properties, all right, title and interest which Wife has, in and to the business known as **Amber III**, and all stockhold interest in **SPR Corporation**, shall be divested from her, and the sole and exclusive ownership, in and to said business interests, shall be vested in Husband, and he shall assume the balance of mortgage indebtednesses owing thereon, and hold Wife harmless, and indemnify her therefrom. Wife shall execute any and all documents, or contracts, necessary to divest her interest in the aforementioned properties.

(9) **ALIMONY:** Husband agrees to pay directly to Wife the sum of **ONE THOUSAND FIVE HUNDRED ($1,500.00) DOLLARS**, per month, as periodic alimony, said payments to be made on the first day of each month commencing August 1, 1988, and to continue until Wife's death, remarriage, or the expiration of ten (10) years, or Husband's death, whichever is the first event to occur. These payments shall be taxable to Wife and tax deductible to Husband for Federal Income Tax purposes. Wife will cooperate in signing the necessary documents to allow Husband to take this deduction.

(10) **CHILD SUPPORT:** Husband agrees to pay directly to Wife the sum of **FIVE HUNDRED ($500.00) DOLLARS**, per month, per child, for the

support and maintenance of the minor children. These payments shall be due and payable on the first day of each month, beginning September 1, 1988, and continue each month thereafter, until each child attains the age of eighteen (18) years, or has graduated from high school, with his class, whichever is the latter event to occur.

(11) **HEALTH INSURANCE:** Husband agrees to maintain in full force and effect hospital and medical insurance coverage for the benefit of the minor children, until such time as they have attained the age of eighteen (18), or have graduated from high school, with their class, whichever is the latter event to occur. Husband shall pay all medical and dental expenses, including orthodontic expenses of said chidren during said period of time, not covered by insurance.

(12) **LIFE INSURANCE:** Husband agrees to maintain, in full force and effect, life insurance policies on his life in the sum of **THIRTY THOUSAND ($30,000.00) DOLLARS**, with Wife designated as the irrevocable beneficiary thereof, acting as guardian for the minor children, until such time as the youngest chid attains the age of eighteen (18) years, or has graduated with his class from high school, whichever is the latter event to occur.

(13) **PRIVATE EDUCATION:** Husband agrees to pay the educational expenses, for each child, for elementary and high school, including tuition, cost of books, fees, and other related expenses.

(14) **COLLEGE EDUCATION:** Husband shall pay the cost of a four (4) year college education for the benefit of the minor children, including tuition, books, and activity fees, not to exceed the cost at the University of Tennessee, at the time the children attend college.

(15) **VEHICLES:** Wife shall be awarded the sole and exclusive ownership of the 1987 Toyota Van, free, clear and unencumbered. Husband shall be awarded the sole and exclusive ownership of the 1987 Lincoln Town Car and he shall assume the balance of the indebtedness owing thereon, and hold Wife harmless from any responsibility therefrom.

(16) **DEBTS:** Husband agrees to pay all debts incurred by the parties, unless otherwise specifically provided to the contrary in this Agreement. Husband shall likewise be responsible for all obligations for State and Federal income taxes, for all years that Federal

Tax Returns were filed jointly by the parties, and Husband shall hold Wife harmless therefrom. Wife warrants that she has no outstanding joint or personal debts, or joint credit cards, or joint charge accounts, as of the date of the execution of this Agreement. Wife shall pay her personal charge accounts.

(17) OTHER REAL ESTATE: Husband shall be awarded the sole and exclusive ownership of the house and lot, located at 408 Belle Pointe Drive, Nashville, Davidson County, Tennessee, and all furniture and furnishings therein, free from any claim by Wife. If necessary, Wife shall execute a Quitclaim Deed divesting her interest, in and to, said property.

(18) BUSINESS PROPERTIES: Husband presently owns a one-half (½), interest, in and to certain business properties and improvements thereon, located at 2101 Porter Road, 117 North First Street, 1806, 1808 and 1810 Dr. D. B. Todd, Jr. Blvd., and 2100 8th Avenue South, all of said properties being located in Davidson County, Tennessee. It is agreed that these properties shall be awarded solely, and exclusively to Husband in fee simple absolute ownership, and Wife shall execute any and all necessary deeds or documents, necessary to divest her interest therein. Husband will hold Wife harmless from any responsibility arising from the ownership of said properties, mortgages on said properties, or the operation of any business thereon.

(19) COMMERCIAL BUILDING: The parties own, as joint tenants by the entirety, commercial buildings located at 106-108 29th Avenue North, Nashville, Davidson County, Tennessee. One of these buildings is presently being used in the operation of Husband's business known as Amber III, and the other building is under lease to the owner and operator of a Chinese Restaurant. It is the intention of the parties to continue to own these properties as tenants in common, with each party owning a one-half (½) interest therein. It is further their intention that upon the death of each party, that his or her interest therein, will be bequested, bequeathed and transfered to the (3) minor children, or the survivors thereof, in equal portions, per stirpes. The parties do hereby contract that they each will execute a Last Will and Testament and be jointly obligated to will and bequeath their interest in the property to their children, or the survivor thereof, per stirpes. The parties further agree that should the property be

sold prior to the death of one or both of the parties, that an amount equal to one-half (½) of the net proceeds derived from the sale of same, after income tax on the sale of same has been paid, will be willed and bequeathed to the children, per stirpes, in equal shares, to share and share alike. The parties do further agree that although Wife shall be title holder of a one-half (½) interest therein, the management, use, and rental of said property shall be controlled by Husband and he shall have the absolute right to receive and retain all rental income therefrom, and he shall likewise be responsible for payment of any balance of mortgage indebtedness, taxes and insurance, owing thereon, and for making any and all repairs, performing maintenance or paying for any remodeling or restoration, as needed or deemed appropriate by Husband. It is the intention of both parties that this property, or the net, after tax, proceeds from the sale of same, shall ultimately be willed and bequeathed to the three (3) children born of this union, namely, James Ronald Resha, Jr., Jason Rodney Resha, and John Ryan Resha, or the survivors thereof, per stirpes. Should Husband become in arrears in payments required under Paragraphs (9) and (10) herein, Wife shall be entitled to collect these arrearages from the rental property described in Paragraph (19).

(20) **INCOME TAX EXEMPTIONS:** Husband shall be allowed to claim the three (3) children as exemptions for Federal Income Tax purposes. Wife shall sign any and all documents necessary to perfect his claim for exemption.

(21) **ALIMONY IN SOLIDO:** As alimony in solido, Husband agrees to pay directly to Wife the sum of **SEVEN THOUSAND FIVE HUNDRED ($7,500.00) DOLLARS**, in cash, lump sum, due and payable upon the date of the entry of the Divorce Decree. The parties agree that said sum of **SEVEN THOUSAND FIVE HUNDRED ($7,500.00) DOLLARS**, is not taxable to Wife, or deductible by Husband for Federal Income tax purposes.

(22) **BANK ACCOUNTS:** Each party shall retain the sole and exclusive ownership of their respective personal checking and savings accounts, free from any claim by the other party. Husband shall retain the sole and exclusive ownership of his business accounts, free from any claim by Wife.

(23) **ATTORNEY FEES AND COURT COSTS:** Husband agrees to pay

towards Wife's attorney fees, the sum of **SEVEN THOUSAND FIVE HUNDRED ($7,500.00) DOLLARS**, and all court costs necessary to finalize the divorce proceedings.

(24) **ENFORCEMENT PROVISION:** In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(25) **ACCEPTANCE BY THE PARTIES:** With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final 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 Property Settlement Agreement.

(26) **FAIRNESS OF AGREEMENT:** Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor children and in the keeping with her accustomed standard of living and her reasonable requirements.

(27) **VOLUNTARY ACCEPTANCE:** The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(28) **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(29) **ESTATE WAIVER:** 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(30) **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this 15 day of AUGUST, 1988, as to the Husband, and the 15th day of August, 1988, as to the Wife.

James Ronald Resha
JAMES RONALD RESHA

Linda Lynne Clinton Resha
LINDA LYNNE CLINTON RESHA

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **JAMES RONALD RESHA**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 15th day of August, 1988.

Jackie E Reeves
NOTARY PUBLIC

My Commission Expires: 11-12-90

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **LINDA LYNNE CLINTON RESHA**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 15 day of August, 1988.

Jackie E Reeves
NOTARY PUBLIC

My Commission Expires: 11-12-90

It is further **ORDERED AND ADJUDGED** that the child support payments cannot be prorated or reduced without the prior approval of this Court.

It is further **ORDERED AND ADJUDGED** that the addresses of the parties are as follows:

Linda Lynne Clinton Resha
737 Goodpasture Terrace
Nashville, TN 37221

James Ronald Resha
408 Belle Pointe Dr.
Nashville, TN 37221

It is further **ORDERED AND ADJUDGED** that the costs of this cause are to be taxed against James Ronald Resha, for all of which excecution may issue if necessary.

Enter this 16th day of August, 1988.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH

BY: **JOHN D. HOLLINS**
P.R. #2452
SOLICITOR FOR MRS. RESHA
8th Floor
Third National Bank Building
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(615) 256-6666

ROBERT L. JACKSON & ASSOCIATES

BY: ROBERT L. JACKSON
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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* 16th *day of* August, *19*88, *in Case Number* 86D-3173 *between* James Ronald Reska *Plaintiff, and* Linda Lynne Clinton Reska *Defendant, as same remains of record in Book* 172A, *Page* 207 *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* Feb. *in the year one thousand nine hundred and* 89 *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By J. Cooper *D.C.*

Form #GR-117