IN THE FIFTEENTH JUDICIAL DISTRICT OF TENNESSEE,

CHANCERY DIVISION, AT LEBANON

ENT'D OCT 8 1988 9:30am

ANTHONY MARK LADD,

Plaintiff/Counter-Defendant, BOOK 7861 PAGE 363

VS. Civil Action No. 7338

Minute Book 109, Page 297. This 8 day of Oct, 1988

WANDA JEANNE DUKES LADD,

Defendant/Counter-Plaintiff.

FINAL JUDGMENT

This cause came on to be heard on July 29, 1988, before the Honorable Edward M. Turner, Chancellor, upon the original complaint, the answer and counter-complaint of the defendant, the motion of the original plaintiff to withdraw his complaint and all contests, the evidence presented before the court, and upon the entire record in the case, from all of which appears to the court that the motion to withdraw the original complaint should be, and same is hereby sustained, and that irreconcilable differences have developed between the parties, the counter-complaint has been filed more than sixty (60) days, and that the counter-plaintiff is entitled to an absolute divorce from the counter-defendant.

It is, accordingly ORDERED and ADJUDGED by the court that the bonds of matrimony now subsisting between the counter-plaintiff, WANDA JEANNE DUKES LADD, and the counter-defendant, ANTHONY MARK LADD, be, and they are hereby absolutely and perpetually dissolved, and the said counter-plaintiff and counter-defendant are restored to all the rights and privileges of single persons.

It further appears to the court that the parties have entered into a marital dissolution agreement, which agreement equitably divides and settles the various property rights of the parties, which agreement is in words and figures as follows:

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE

WANDA JEANNE DUKES LADD

BOOK 7861 PAGE 364

Counter-Plaintiff,

v. Case No. 7338

ANTHONY MARK LADD

Counter-Defendant.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into by and between WANDA JEAN DUKES LADD, hereinafter called Wife, and ANTHONY MARK LADD, hereinafter called Husband, subject to the following premises, terms and conditions:

WHEREAS, Husband instituted divorce proceedings against Wife on the 28th day of March 1988, Civil Action No. 7338, in the Chancery Court of Wilson County, Tennessee.

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, 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. Husband agrees that all his right, title and interest in and to the parties' residence situated at 116 South Hatton Street, Lebanon, Wilson County, Tennessee 37087, is hereby divested out of him and vested in Wife. Husband further agrees that all of his right, title and interest in and to the parties' land containing 3.8 acres located off Benson Road, Nashville, Davidson County, Tennessee, is hereby divested out of him and

vested in Wife. Husband further agrees to execute quit claim deeds to Wife to accomplish said transfers. Wife shall assume responsibility for paying indebtedness on said property and shall hold Husband harmless from liability therefor.

2. Husband agrees that he has no interest in Wife's triplex located at 125 South Hatton Street, Lebanon, Wilson County, Tennessee. Wife agrees that she will assume the indebtedness on said triplex and shall hold Husband harmless from liability therefore.

3. Husband agrees that Wife is the owner of Merle Norman Shops, one located in Donelson Plaza Shopping Center and the other in the Gallatin Center Shopping Center. Husband agrees that he has no interest in said shops. Wife shall assume responsibility for payment of the remaining indebtedness on such shops and shall hold Husband harmless from any liability therefore.

4. Wife will assume the outstanding indebtedness to Sovran Bank and the State of Tennessee and shall hold Husband harmless from liability therefore.

5. It is understood and agreed between the parties that each shall bear sole and separate responsibility for the payment of all debts incurred by him or her after the date of the parties' separation, and shall hold the other party harmless from any liability therefore. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other since the date of their separation.

6. The parties have heretofore divided all articles of their household furnishings and personal property, and do hereby ratify said division, acknowledging that all such property in the possession of either of them as of the date of execution of this agreement is the sole and separate property of the party so possessing it.

7. Wife hereby transfers all her right, title and interest in and to that certain 1987 Porsche, 1984 Volkswagen Vanagan, and 1979 Triumph Spitfire automobiles to Husband. Husband assumes sole and separate responsibility for payment of the outstanding

indebtedness on said automobile, and shall hold Wife harmless from any liability therefor.

8. The parties agree that they will file a joint federal income tax returns for the year 1987. The entire refund, if any, due from the I.R.S. for 1987 shall be sole and separate property of Husband. Wife further agrees to pay to Husband upon sale of Wife's property located at 116 South Hatton, Lebanon, Wilson County, Tennessee FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00). Wife shall pay Husband no interest on this obligation. The parties agree that they will file separate federal income tax returns for the year 1988. Each party shall be solely responsible for payment of any and all income taxes found to be due and owing by that party, and shall hold the other party harmless from any liability therefor. Any refund found to be due and owing either party for 1988 shall be the sole and separate property of the party to whom the refund is due.

9. Each of the parties agree that they shall each pay their own attorney's fees in the divorce case now presently pending. Husband agrees to pay the court costs of the divorce costs now pending.

10. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, that each party shall willingly and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

11. In the event it become reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, in addition to any other relief to which the enforcing party may be adjudged entitled, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

12. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratifications and incorporation into the final decree.

13. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, and this Agreement applies to all property now owned by Wife and Husband, or any property that either of them may acquire in the future.

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

15. 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 acknowledged that this Agreement is fair an equitable and that it is being entered into voluntarily and with advice of counsel.

THIS AGREEMENT is executed in duplicate and copy of same is being retained by both parties.

Wanda Jeanne Dukes Ladd
WANDA JEANNE DUKES LADD
"Wife"

Anthony Mark Ladd
ANTHONY MARK LADD
"Husband"

STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, the undersigned authority , a Notary Public in and for the aforesaid State and County, the within named WANDA JEANNE DUKES LADD, one of the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Wanda Jeanne Dukes Ladd
WANDA JEANNE DUKES LADD

Sworn to and subscribed before me this the 19 day of July, 1988.

Clark J. Maier
Notary Public

My Commission Expires: 9-16-89

STATE OF TENNESSEE

COUNTY OF DEKALB

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, the within named ANTHONY MARK LADD, one of the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Anthony Mark Ladd
ANTHONY MARK LADD

Sworn to and subscribed before me this 19 day of July, 1988.

Clark J. Maier
Notary Public

My Commission Expires: 9-16-89

It further appears to the court that the said agreement should be, and the same is hereby, made the order and judgment of this court, and the parties are hereby directed to comply with the terms thereof.

It is further ORDERED and ADJUDGED that the counter-defendant, Anthony Mark Ladd, shall pay the costs of this cause, for which execution may issue, if necessary.

E N T E R this the 7 day of ~~September~~ October, 1988.

EDWARD M. TURNER
CHANCELLOR

Approved for entry:

SUE N. PUCKETT-JERNIGAN
Attorney for Plaintiff/Counter-Defendant
312 West Broad Street
Smithville, TN 37166
(615) 597-7370

LEE and LEE, P. C.
Attorneys for Defendant/Counter-Plaintiff
109 East Gay Street
Lebanon, TN 37087
(615) 444-3900

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STATE OF TENN.
COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy originial instrument on file in this case.
8th day of June 19 89
Perry W. Johnson
Clerk & Master
Barbara Webb D. C.

CHANCERY COURT LEBANON TENN

39910

IDENTIFICATION REFERENCE

JUN 9 9 32 AM '89

FELIX Z. WILSON CLERK & MASTER
DAVIDSON COUNTY, TN

RUSH