BOOK 7938 PAGE 886

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FATIMA EZZAHRA EID, Plaintiff/Counter-Defendant	]	
vs.	]	NO. 88D-3003
GARY LEE FOLTYNEWICZ, Defendant/Counter-Plaintiff	]	

159.00-0-100

FINAL DECREE

This cause came to be heard on the 12th day of September, 1989, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the complaint for absolute divorce filed by the plaintiff/counter-defendant, Fatima Ezzahra Eid (hereinafter "wife"), answer filed by defendant/counter-plaintiff, Gary Lee Foltynewicz (hereinafter "husband"), amended answer and counter-complaint for absolute divorce filed by husband, notarized marital dissolution agreement, testimony of the husband, statements of counsel for both parties that wife desires to withdraw and dismiss her complaint for absolute divorce so husband may be granted an absolute divorce upon his counter-complaint, and the entire record, from all of which the Court finds the allegations in the husband's counter-complaint for absolute divorce are sustained by the proof, that there exists such irreconcilable differences between the parties so as to entitle husband to an absolute divorce, that the parties have made adequate and sufficient provision by written agreement for the support and maintenance of their minor child and for equitable settlement of the property rights between them and the ninety (90) day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that wife's complaint for absolute divorce is hereby withdrawn and dismissed and the husband, Gary Lee Foltynewicz, be and is hereby awarded an absolute divorce from the wife, Fatima Ezzahra Eid, upon his counter-complaint for an absolute divorce on the grounds of irreconcilable differences, that he be restored to all the rights and privileges of an unmarried person and the bonds of matrimony heretofore existing between the parties be hereby perpetually dissolved.

It is further **ORDERED** that the marital dissolution agreement executed by both parties and filed in this action be approved by the Court and that each and every portion of said agreement is hereby made the decree of the Court as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

03 SEP 12 PM 3:13

FATIMA EZZAHRA EID,
Plaintiff/Counter-Defendant

vs.

GARY LEE FOLTYNEWICZ,
Defendant/Counter-Plaintiff

NO. 88D-3003

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between GARY LEE FOLTYNEWICZ (hereinafter "husband") and FATIMA EZZAHRA EID (hereinafter "wife"), subject to the following premises, terms and conditions:

WITNESSETH

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the parties have instituted divorce proceedings against each other, with the complaint and counter-complaint being filed in the Probate Court for Davidson County, Tennessee; and

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 child custody rights and support obligations, all property rights, obligation of the payment of debts 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 effective with respect to their child, 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 hereby agree as follows:

1.1 CUSTODY, CHILD SUPPORT AND VISITATION: The parties are the parents of one minor child, Natasha Khadija Foltynewicz (DOB 5/18/85). The parties agree that wife shall have the legal and physical custody of the parties' minor child.

1.2 Husband shall have specific visitation with the parties' minor child, as follows: alternate weekends from Friday at 6:00 PM until Sunday at 6:00 PM; summer visitation, for one full week from Friday at 6:00 PM until Sunday at 6:00 PM, nine days thereafter, to the exclusion of husband's usual alternate weekend visitation, with the exact week to be agreed upon between the parties; Memorial Day weekend and Labor Day weekend, from Friday at 6:00 PM at the beginning of the holiday weekend until Monday at 6:00 PM at the conclusion of the weekend beginning, beginning 1991 and on all odd years thereafter; Independence holiday, from July 3rd at 6:00 PM until July 4th at 6:00 PM, beginning 1990 and on all even years thereafter; Thanksgiving holidays, from Wednesday at 6:00 PM until Thanksgiving Day at 6:00 PM, beginning 1989 and on all odd years thereafter; Christmas holidays from December 26th at 6:00 PM until January 2 at 6:00 PM, beginning 1989 and on all odd years thereafter and December 19 at 6:00 PM until December 26 at 6:00 PM, beginning 1990 and on all even years thereafter; the minor child's birthday, from May 17 at 6:00 PM until May 18 at 6:00 PM, beginning 1990 and on all even years thereafter.

1.3 During all periods of visitation, the parties shall exchange the minor child at Shoney's Restaurant on Old Hickory Boulevard in Brentwood, Tennessee and each party shall be prompt by arriving at the restaurant exactly on time to exchange the child, so as to prevent any inconvenience to the other party.

1.4 Husband shall pay directly to wife $400 per month for the support and maintenance of the parties' minor child, for the months of September and October, 1989;

thereafter, child support shall increase to $500 per month for the months of November, 1989 through August, 1990; thereafter, child support shall increase to $750 per month beginning September, 1990, with said child support to continue through the child's eighteenth (18th) birthday or until her regular high school class graduates, whichever occurs later. Said child support shall be delivered or mailed directly to wife on the 10th day of each month.

1.5 Husband agrees to maintain through his place of employment medical and dental insurance on the parties' child during her minority, with the parties agreeing to be jointly and equally responsible for the payment of the annual insurance deductible attributable to the minor child and for all reasonable and necessary medical, dental and optical expenses in excess of or not covered by said insurance policy.

1.6 The parties further agree husband shall maintain life insurance on himself in the amount of $200,000 and wife shall maintain life insurance on herself in the amount of $100,000, with each party to name their minor child as their sole beneficiary and each party to name the trustee of their choosing for the life insurance proceeds. Said life insurance on each party shall be maintained until the minor child turns twenty-one (21) years of age. Each party shall furnish to the other on an annual basis the name or names of the insurance company providing such insurance, the policy number, and evidence that such insurance is in effect.

1.7 Wife shall claim the parties' minor child as a dependant with the Internal Revenue Service.

2.1 REAL PROPERTY: The parties are the owners of a home and lot located at 1002 Old Hickory Boulevard, Brentwood, Davidson County, Tennessee 37027, as tenants by the entirety. Wife agrees all of her right, title and interest in said real property shall be and is hereby

divested from her and invested in the husband, free and clear from any claims by her. Wife further agrees to execute a quitclaim deed, within thirty (30) days folowing the entry of the final decree of divorce, transferring her legal interest in said real property to husband.

2.2 Husband agrees to be individually and personally responsible for the mortgage owing on said real property to Traveler's Mortgage Services, P.O. Box 66854, St. Louis, Missouri 63166-6854 and any additional or future mortgages, in addition to be responsible for all costs and expenses associated with the ownership and upkeep of said real property and further agrees to hold wife harmless for any liability related thereto.

2.3 Husband agrees if he elects to sell said real property prior to the parties' minor child turning eighteen (18) years of age, one-half (1/2) of the net equity from the sale of said real property shall be placed in trust by husband and used exclusively for the minor child's college education; however, should the parties' minor child elect not to attend college following graduation from high school, then her one-half (1/2) of the net equity from the sale of real property, including principal and interest, shall be vested in her upon her twenty-third (23rd) birthday.

2.4 Husband further agrees if he elects not to sale said real property prior to the parties' minor child turning eighteen (18) years of age, then within thirty (30) days following the minor child's eighteenth (18th) birthday, he shall deed a one-half undivided interest in said real property to her, resulting in husband and the parties' minor child being tenants in common of said real property.

2.5 The parties agree and acknowledge that following the entry of the final decree of divorce, this marital dissolution agreement incorporated into the final decree shall be recorded in the register of deeds for Davidson County, Tennessee.

3.1 **ALIMONY**: Husband shall pay to wife $400 per month as rehabilitative alimony, for the months of September and October, 1989; thereafter, said rehabilitative alimony shall increase to $500 per month for November, 1989 through August, 1990, when said rehabilitative alimony shall cease.

3.2 Said rehabilitative alimony shall be delivered or mailed to wife on the 10th day of each month, as aforementioned.

4.1 **PERSONAL PROPERTY**: Husband shall retain possession of the 1989 Dodge Mini Ram Van, titled to him individually. Husband shall be personally and individually responsible for the note owing on said motor vehicle to Nashville Bank of Commerce and further agrees to hold wife harmless for any liability related thereto. Wife agrees to relinquish any and all legal, marital and equitable interest she may have in same to husband.

4.2 Wife shall retain possession of her 1989 Toyota Camry automobile, titled to her individually, with wife to be personally and individually responsible for any note or debt owing on said automobile and wife to hold husband harmless for any liability related thereto. Husband agrees to relinquish any and all legal, marital and equitable interest in said automobile to wife.

4.3 The parties further agree if necessary, each shall sign any motor vehicle titles and other documentation necessary to transfer legal ownership of said motor vehicles to the other.

4.4 The parties agree all funds on deposit in any and all checking and/or savings accounts or any other financial investments of any kind, maintained in the individual name of each party shall be and are hereby, made the sole and separate property of the party in whose name each such account is maintained, free and clear of any claim made by the other party.

4.5 The parties further agree all funds on deposit in any and all retirement and/or pension plans, maintained individually or through their respective employers shall be and are hereby, made the sole and separate property of the party in whose name each such account or plan is maintained free and clear from any claim by the other party.

4.6 The parties further agree within thirty (30) days following the entry of the final decree of divorce, they shall conclude their division of all other articles of personal property and hereby ratify such division, acknowledging all property in the possession of either of them within thirty (30) days following the entry of the final decree of divorce shall be the sole and separate property of the party so possessing it.

5.1 DEBTS AND OBLIGATIONS: The parties agree that other than the aforementioned mortgage owing on the parties' real property and the debts owing on the parties' respective motor vehicles, each party shall bear the sole and separate responsibility for all debts incurred individually, either during the parties' marriage or after the date of separation and each shall hold the other harmless for any liability related thereto.

5.2 Husband further agrees to be personally and individually responsible for all debts listed on his Chapter 7 Bankruptcy filed in the United States Bankruptcy Court for the Middle District of Tennessee, on or about June 20, 1989, as listed in the attached exhibits titled "Creditors Holding Security" and "Creditors Having Unsecured Claims Without Priority", copies of which are attached hereto.

6.1 INJUNCTIVE RELIEF: The parties agree each shall be permanently enjoined from telephoning or communicating with the other, whether at home, work or any other place, for the purpose of harassing, threatening,

assaulting or intimidating the other, in any manner whatsoever.

7.1 TAX LIABILITY: The parties agree and acknowledge they have previously filed their separate federal income tax returns for the tax year 1988. They further agree they each shall be individually entitled to any tax refund due or to be personally and individually responsible for any tax liability owing from their respective separate income tax returns for said tax year.

7.2 The parties further agree beginning 1989 and all tax years thereafter, each party shall have the right to file under the status they so choose with the IRS, depending on their marital status during any tax year and each party shall be entitled to receive the full tax refund for said tax year, free from any claims of the other or in the alternative, should there be any tax liability owing for said tax year, each party shall be personally and individually responsible for any year and each shall hold the other harmless for any liability related thereto.

7.3 The parties further agree husband shall be entitled to claim all interest as part of his mortgage payments which he has and will pay on his real property as aforementioned, during 1989 and all future tax years on his return with the IRS.

8.1 ENFORCEMENT OF AGREEMENT: The parties agree in the event it becomes reasonably necessary for either of them to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney fees incurred in procuring the action.

9.1 ATTORNEY FEES AND COURT COSTS: The parties agree each shall be personally and individually responsible for their own respective attorney fees relative to the negotiations and preparation of this agreement and pleadings

in this divorce and husband agrees to be responsible for the court costs of this proceeding.

It is understood and agreed between the parties this agreement shall be introduced in the proceedings now pending in the Probate Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the final decree of divorce between the parties.

It is understood and agreed between the parties this agreement is intended to be a final settlement of all property 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 parties hereby waives and relinquished to the other all rights or claims which each may have or hereinafter 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, decent or distribution, or the right to act as the administrator or the right to act as the 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 may acquire in the future.

The parties agree that, except as otherwise provided by the terms of this agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of

the parties to this agreement that neither of them shall receive any proceeds as a beneficiary of the other party from and after execution of this agreement unless otherwise provided by the terms of this agreement or unless a new beneficiary designation is hereinafter executed designating the other as a beneficiary.

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

The parties acknowledge there are no assets owned by either of them, either jointly or individually, and they have no interest in any assets, which are not reflected by the terms of this agreement. The parties warrant and represent they have made full disclosure to the other of all assets in which they have an interest.

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 acknowledges that the agreement is fair and equitable and it is being entered into voluntarily and with advise of counsel.

This agreement contains the entire understanding of the parties and there are no representations, warranties or promises other than those expressly set forth herein.

In the event any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not effect the other provisions of this agreement, said agreements being severable.

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

Fatima Ezzahra Eid
FATIMA EZZAHRA EID

Gary Lee Foltynewicz
GARY LEE FOLTYNEWICZ

STATE OF TENNESSEE]
COUNTY OF WILLIAMSON]

Personally appeared before me Linda C. Harris, a notary public in and for said County and State, FATIMA EZZAHRA EID, plaintiff in the foregoing domestic action, with whom I am personally acquainted and who acknowledged that she executed the foregoing agreement for the purposes therein contained.

Witness my hand and official seal at Franklin, Williamson County, Tennessee, on this 11th day of September, 1989.

Linda C. Harris
Notary Public

My Commission Expires: 6/27/90

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me Cheri Mayeux, a notary public in and for said County and State, GARY LEE FOLTYNEWICZ, defendant in the foregoing domestic action, with whom I am personally acquainted and who acknowledged that he executed the foregoing agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 12 day of September, 1989.

Cheri Mayeux
Notary Public

My Commission Expires: May 13, 1990

IDENTIFICATION REFERENCE
SEP 15 1 10 PM '89
DAVIDSON COUNTY, TN
0093 09/15 0102 03CHECK
51.00

66506

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NAME OF DEBTOR: Gary L. Krynewicz

Schedule A-2

Creditors Holding Security

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

Indicate in "Remarks" if the claim is
1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing.
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory (if so, identify the Partner, Joint Contractor or Consignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)	AMOUNT OF CLAIM / WHEN INCURRED / CONSIDERATION / BRIEF DESCRIPTION OF SECURITY / DATE OBTAINED / MARKET VALUE OF SECURITY / If relief is requested under Chapter 7 state the debtors intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt (☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt) / OTHER REMARKS
Travelers Mortgage services P. O. Box 66854 St. Louis, MO 63166-6854 1 ACCOUNT NO. 1511351	166,145.00 / — / first mortgage 1002 Old Hickory / — / 120,000.00 ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt property jointly owned w/wife, Fatima Eid
Nashville Bank of Commerce P. O. Box 1083 Memphis, Tn 38101 2 ACCOUNT NO. 0519001615	11,703.00 / — / purchase money 89 Dodge Mini Ram Van / — / 11,500.00 ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☒ will reaffirm the debt —
Boatmans Bank of TN P. O. Box Memphis, TN 3 ACCOUNT NO. 11509055	12, 895.00 / — / purchase money 87 Nissan Pick-up / — / 9,000.00 ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt Vehicle sub-leased 12/28/88 to Jeffrey Sanders
Nadco - Southern P. O. Box 100268 Nashville, TN 37210 4 ACCOUNT NO. 2995100	733.00 / — / purchase money HAKO dust sweeper / 12/88 / 550.00 ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt —
Sears 495 N. Watkins Memphis, TN 38140 5 ACCOUNT NO. 658258869309	4,200 / 12/88 / purchase money furnace / 12/88 / 1,000 ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt —
Douglas S. Hall c/o Patricia Spicer Carden 101 Westpark Drive, Suite 350 Brentwood, TN 37027 6 ACCOUNT NO.	66,325.00 / 1-30-89 / — judgement / — / — ☒ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt 1st Circuit, Davidson Co., #87C-3074

Total Secured Debt ..... $ 262,001

FORM 201-6A 3-88 PRINTED AND SOLD BY BRENNAN PRTG CO 613 N. 4TH ST. KANSAS CITY KS 66101 TOLL FREE 800-255-4545

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

NAME OF DEBTOR: Gary L. Foltynewicz

Schedule A-3

Creditors having Unsecured Claims Without Priority

Indicate in "Remarks" if the claim is
1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writir
4. A Claim Incurred as a Partner, Joint Contractor or Cosignatory (if so, identify the Partner, Joint Contractor or Cosignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
Kissell 30 Warden Street Springfield, OH 45501 1 ACCOUNT NO 977352	unknown		mortgage
	REMARKS: S & F Properties - 2107 Riverwood		
V. A. P. O. Box 105244 Atlanta, GA 30348 2 ACCOUNT NO.	unknown		mortgage
	REMARKS: S & F Properties - 3618 Baxter		
A. D. Hewlitt 5317 Anchorage Drive Nashville, TN 37220 3 ACCOUNT NO.	unknown		mortgage
	REMARKS: S & F Properties - 1119 Sharpe		
Sam Gee 1050 Gwyn Drive Nashville, TN 37216 4 ACCOUNT NO.	unknown		mortgage
	REMARKS: S & F Properties - 1119 Sharpe		
Joseph L. Valasquez P. O. Box 9821 Coral Springs, FL 33075 5 ACCOUNT NO.	unknown		mortgage
	REMARKS: S & F Properties - 1119 Sharpe		
Doug Hall 5040 Kingsview Court Nashville, TN 37220 6 ACCOUNT NO.	unknown		mortgage
	REMARKS: Arthur & Cheatham		
Clem Rush Assoc. Realty Corp. 115 Lakeview Drive Hendersonville, TN 37615 7 ACCOUNT NO.	unknown		mortgage
	REMARKS: Arthur & Cheatham		
Kissell 30 Warden Street Springfield, OH 45501 8 ACCOUNT NO.	unknown		mortgage
	REMARKS: 1028 North 5th		
Darryl Overton Paytonsville Road Franklin, TN 37064 9 ACCOUNT NO.	unknown		mortgage
	REMARKS: 138 Sultana		
Darryl Overton Paytonsville Road Franklin, TN 37064 10 ACCOUNT NO.	unknown		mortgage
	REMARKS: 307 Tillman		
Sears 495 N. Watkins Memphis, TN 38140 11 ACCOUNT NO.	1,640.00		credit card
	REMARKS:		

Total Unsecured Debt . . . . . $ _____

(PRINTED AND SOLD BY [illegible])

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NAME OF DEBTOR: Gary L. Foltynewicz

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

Schedule A-3

Creditors having Unsecured Claims Without Priority

Indicate in "Remarks" if the claim is
1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing
4. A Claim Incurred as a Partner, Joint Contractor or Cosignatory (if so, identify the Partner, Joint Contractor or Cosignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
NCNB South Carolina Amex Gold Line of Credit P. O. Box 21245 Greensboro, N. C. 27420 1 ACCOUNT NO. 4356-0077-0166-3459	2,109.89 REMARKS		consumer goods
Amex Optima Card Suite 6007 P. O. Box 7700 Ft. Lauderdale, FL 33329-7700 2 ACCOUNT NO. 3737-427414-91001	2,967.47 REMARKS		consumer goods
Bancohio Mastercard 4653 East Main Street Columbus, Ohio 43251-0499 3 ACCOUNT NO. 533340-880-0031140	2,298.23 REMARKS		consumer goods
Bank One Visa Dept 0583 Columbus, OH 43271 4 ACCOUNT NO. 4443-087-379-465	2,034.27 REMARKS		consumer goods
Citibank Visa Box 6500 Sioux Falls, S. D. 57117 5 ACCOUNT NO. 4128-112-537-837	3,221.58 REMARKS		consumer goods
Dreyfus Mastercard P. O. Box 6997 Newark, Del. 19714 6 ACCOUNT NO. 5417000432257 86	10,843.18 REMARKS		consumer goods
Fidelity Bank & trust Mastercard P. O. Box 26030 Richmond, VA 23260 7 ACCOUNT NO. 529107-1701307975	3,401,76 REMARKS		consumer goods
Fidelity Bank & Trust Visa Gold P. O. Box 26030 Richmond, VA 26030 8 ACCOUNT NO. 438864-1701694098	5,377.18 REMARKS		consumer goods
Independence One Visa Credit Card Center P. O. Box 6703 Rapid City, SD 57709-6703 9 ACCOUNT NO. 4460-6070-8134-6600	2,514.32 REMARKS		consumer goods
Nashville Bank of Commerce P. O. Box 2159 Memphis, TN 38101-2159 10 ACCOUNT NO. Visa 4457--1-1--36323	1,109.79 REMARKS		consumer goods
Sears 495 N. Watkins Memphis, TN 38140 11 ACCOUNT NO. 650544572714	1,700 REMARKS		consumer goods

Total Unsecured Debt . . . . . $ _____

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NAME OF DEBTOR: Gary L. Foltynewicz

RECORDER'S MEMO
Legibility of writing, typing or printing unsatisfactory in this document when received.

Schedule A-3

Creditors having Unsecured Claims Without Priority

Indicate in "Remarks" if the claim is
1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writin
4. A Claim Incurred as a Partner, Joint Contractor or Cosignatory (if so, identify the Partner, Joint Contractor or Cosignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
American Express P O Box 7804 Ft. Lauderdale, FL 33329 1 ACCOUNT NO 3728459008100	170.00 REMARKS		consumer goods
Vanderbilt Univ. Medical Center P. O. Box 108 Nashville, TN 37232 2 ACCOUNT NO. 10457232-9400	AMOUNT OF CLAIM 108.28 REMARKS	WHEN INCURRED 6/88	CONSIDERATION medical expenses
Donelson Hospital c/o Billing Consulting Svc. 201 Madison Street Madison, TN 37115 3 ACCOUNT NO. #D335380	AMOUNT OF CLAIM 46.00 REMARKS	WHEN INCURRED 10/88	CONSIDERATION medical expenses
4 ACCOUNT NO.	AMOUNT OF CLAIM REMARKS	WHEN INCURRED	CONSIDERATION
5 ACCOUNT NO.	AMOUNT OF CLAIM REMARKS	WHEN INCURRED	CONSIDERATION
6 ACCOUNT NO.	AMOUNT OF CLAIM REMARKS	WHEN INCURRED	CONSIDERATION
7 ACCOUNT NO.	AMOUNT OF CLAIM REMARKS	WHEN INCURRED	CONSIDERATION
8 ACCOUNT NO.	AMOUNT OF CLAIM REMARKS	WHEN INCURRED	CONSIDERATION
9 ACCOUNT NO.	AMOUNT OF CLAIM REMARKS	WHEN INCURRED	CONSIDERATION
10 ACCOUNT NO.	AMOUNT OF CLAIM REMARKS	WHEN INCURRED	CONSIDERATION
11 ACCOUNT NO.	AMOUNT OF CLAIM REMARKS	WHEN INCURRED	CONSIDERATION

Total Unsecured Debt . . . . . $ 324.28

The Court further finds the parties' current addresses are as follows: Gary Lee Foltynewicz, 1002 Old Hickory Boulevard, Brentwood, Tennessee 37027; Fatima Ezzahra Eid, 718 Fox Ridge Drive, Brentwood, Tennessee 37027.

It is finally **ORDERED** that husband shall be responsible for the cost of these proceedings, for which execution may issue if necessary.

Entered this the 12 day of September, 1989.

JUDGE JAMES R. EVERETT, JR.

APPROVED FOR ENTRY:

STEPHEN W. PATE
Attorney for Husband
150 Second Avenue North
Suite 315
Nashville, Tennessee 37201
(615) 256-5555
Reg.No. 6758

R.E. LEE DAVIES
Attorney for Wife
PO Box 664
Franklin, TN. 37065
(615) 790-1500
Reg.No. 9947

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* 12th *day of* September, *19* 89, *in Case Number* 88D-3003 *between* Fatima Ezzahra Eid *Plaintiff, and* Gary Lee Foltynewicz *Defendant, as same remains of record in Book* 50B, *Page* 958 *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* 15th *day of* September *in the year one thousand nine hundred and* eighty-nine *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*