IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EUGENIA WEBB VAUGHN,

Complainant

vs.

FLOYD ALLEN VAUGHN,

Defendant

No. 88D-2532

BOOK 8066 PAGE 833

Map 108-4 Parc. 54

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 24th day of October, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint filed on the grounds of irreconcilable differences, Marriage Dissolution Agreement submitted to the Court for approval, testimony of the complainant in open Court, and statement of counsel, from all of which the Court finds as follows:

That there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible.

That the Marriage Dissolution Agreement submitted to the Court for approval is fair and equitable and makes adequate provisions for the support and maintenance of the parties' minor child.

It is therefore ORDERED, ADJUDGED and DECREED that the complainant is awarded a divorce on the grounds of irreconcilable differences and both parties are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Marriage Dissolution Agreement submitted to the Court for approval is hereby approved and made the order of this Court and is in words and figures as follows:

1333 03/16 0101 03CHECK 24.00

DAVIDSON COUNTY TN.
MAR 16 4 19 PM '90

IDENTIF. TREFERENCE

1 1 5 5 0

FILED

1988 NOV -1 PM 2:02

GEORGE L. ROCKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EUGENIA WEBB VAUGHN,

Complainant

vs.

FLOYD ALLEN VAUGHN,

Defendant

No. 88D-2532

BOOK 8066 PAGE 834

MARRIAGE DISSOLUTION AGREEMENT

This Agreement is made and entered into at Nashville, Tennessee, on this the 3rd day of Oct., 1988, by and between EUGENIA WEBB VAUGHN, hereinafter referred to as "Wife", and FLOYD ALLEN VAUGHN, hereinafter referred to as "Husband":

W I T N E S S E T H:

THAT WHEREAS, the parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling their custody, property and support rights subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. SERVICE OF PROCESS-Each of the parties hereby acknowledges that a divorce action is pending under the above style and docket number in the Fourth Circuit Court for Davidson County, Tennessee. Each of the parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process.

2. CHILD CUSTODY, SUPPORT AND VISITATION-The parties shall exercise joint custody over the parties' minor child with the Wife being the primary custodial parent in charge of the day to day maintenance, care and control of the minor child as well as his discipline, education and religious upbringing. The Husband shall be responsible for the child's discipline, maintenance and care while exercising visitation with the minor child . The Husband

shall also have equal access to all school and medical records of the minor child.

The Husband shall be awarded reasonable visitation to be not less than every other weekend from Friday evening until Sunday evening and two (2) weeks during the summer months with the exact dates to be agreed upon between the parties.

The Husband shall pay directly to the Wife the sum of $65.00, per week as reasonable child support. The Wife shall maintain major medical insurance on the parties' minor child with the Husband paying any medical, dental, orthodontic, opthalmologist, or psy chiatric or counseling bills not covered by insurance.

The parties specifically agree that the Wife shall claim the minor child as a dependent for Federal Income Tax purposes.

3. REAL ESTATE-The Husband shall be awarded the parties' homeplace located at 905 Wemberton Drive, Nashville, TN, and more particularly described as follows:

> LAND in Davidson County, Tennessee, being lot No. 89, on the Plan of Larchwood Subdivision, Section 2, which is of record in Book 5200, Page 207, and 208, Register's Office for Davidson County, Tennessee.
>
> BEING the same property conveyed to Floyd Allen Vaughn, and wife, Eugenia Webb Vaughn, from Frank C. Batson, and wife, Judy W. Batson, of record in Book 5632, Page 980, Register's Office for Davidson County, Tennessee.
>
> THIS conveyance is subject to restrictions of record in Book 5479, Page 443, Register's Office for Davidson County, Tennessee.
>
> THIS conveyance is subject to any and all existing easements of record.

The Husband agrees to pay directly to the Wife as a portion of her interest in the parties' marital estate, the sum of TEN-THOUSAND DOLLARS ($10,000.00), to be paid at the rate of ONE-HUNDRED DOLLARS ($100.00), per month with the first payment to be due on the first (1st) day of the first (1st) month after the entry of the Final Decree of Divorce and the balance to be paid in monthly install-

ments of ONE-HUNDRED DOLLARS ($100.00), per month until paid in full. The Wife shall retain a judgment lien against the above described property until the balance is paid in full. In addition, the Wife may recover the expenses related to the enforcement of said lien including her reasonable attorney's fees.

4. HOUSEHOLD FURNITURE AND FURNISHINGS-Each of the parties will retain the household furniture and furnishings now in their possession, the parties having previously divided all personal property. Each is divested of any right, title or interest of the property in the possession of the other.

5. AUTOMOBILES-The Wife shall be awarded the 1986 Buick automobile now in her possession and the Husband shall be divested of any right, title or interest therein. The Wife shall further be responsible for the outstanding indebtedness on said vehicle and shall hold the Husband harmless thereon.

The Husband shall be awarded the 1987 Ford Pick-Up F-250 Truck now in his possession and the Wife shall be divested of any right, title or interest therein. The Husband shall be responsible for any outstanding indebtedness on said vehicle and shall hold the Wife harmless thereon. The Husband shall further be awarded the 1981 Cutlass automobile now in his possession and the 1969 Torino race car now in his possession as well as the trailer associated therewith. The Wife shall be divested of any right, title or interest in said property and all interest shall vest solely in the Husband. The Husband shall also be responsible for any outstanding indebtedness owed thereon and shall hold the Wife harmless thereon.

6. STOCK BONDS AND SECURITIES-Each of the parties shall be awarded any stocks, bonds or securities now in their possession. Each is hereby divested of any right, title or interest in any such property awarded the other.

The Husband shall be awarded the contents of his Individual Retirement Account at Third National Bank and the Wife shall be

divested of any right, title or interest therein.

The Wife shall be awarded the contents of the Individual Retirement Account in her name at Third National Bank and the Husband shall be divested of any right, title or interest therein.

7. DEBTS AND OBLIGATIONS-The Husband shall be responsible for the outstanding indebtedness owed on the Master Card account, number 529 107 12485 06667. The Husband will hold the Wife harmless thereon. The parties further agree that said joint account will be closed within thirty (30) days of the execution of this Agreement. The Husband further agrees to hold the Wife harmless on the above described indebtedness.

Each of the parties agrees to be responsible for all remaining credit accounts or credit cards presently held in his or her individual name. Each agrees to hold the other party harmless thereon.

The parties further agree that all joint bank accounts shall be closed and each party shall be responsible for any checks which he or she passes on said account and agrees to hold the other harmless thereon.

8. BUSINESS ENTERPRISE-The Husband shall be awarded all right, title and interest to his business operated under the name of Diesel Machine Service. The Husband shall be awarded all assets associated with said business but shall further be responsible for all liabilities with said business and shall hold the Wife harmless thereon.

9. MISCELLANEOUS PROVISIONS-Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnifying and holding the other party harmless from any liability therefore, such obligation shall deemed to be a support obligation under 11 U.S.C., Section 523(5), which is not dischargeable in bankruptcy as to the other party.

In the event a creditor of either party makes a claim against the other party which is upheld by a Court of competent jurisdiction, to pay any debts for which thatparty is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including

interest and any expenses incurred in defending the creditor's claim including reasonable attorney's fees.

In the event that it become reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she will also be entitled to a judgment for reasonable expenses including attorney's fees incurred in prosecuting said action.

10. ATTORNEY'S FEES AND COURT COSTS-Each of the parties shall be responsible for their own attorney's fees. The Wife shall pay the Court costs of this cause.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

Eugenia Webb Vaughn

EUGENIA WEBB VAUGHN

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named, EUGENIA WEBB VAUGHN, with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 29th day of September, 1988.

Margaret L. Vaughn

Notary Public

My Commission Expires: My Commission Expires MAY 8, 1991

FLOYD ALLEN VAUGHN

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named, FLOYD ALLEN VAUGHN, with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 3rd day of Oct., 1988.

Notary Public

My Commission Expires: My Commission Expires OCT. 24, 1988

That the address of the parties is as follows:

Eugenia Webb Vaughn
112 Pebble Creek Circle
Antioch, TN 37013

Floyd Allen Vaughn
905 Wemberton Drive
Nashville, TN 37214

It is further ORDERED, ADJUDGED and DECREED that the complainant Eugenia Webb Vaughn shall pay the costs of this cause for which let execution issue if necessary.

This the 7th day of Nov, 1988.

JUDGE

APPROVED FOR ~~ENTRY~~:

Phillip Robinson
Attorney for Complainant
213 Third Avenue North
Nashville, TN 37201
242-5453
T.S.C.R.N. #3023

CERTIFICATE

I hereby certify that I have mailed a copy of the foregoing Final Decree of Divorce to the defendant Floyd Allen ~~Vaughn~~, at his last known address 905 Wemberton Drive, Nashville, TN 37214, on this the 28 day of October, 1988.

Phillip Robinson

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* 7th. *day of* November, *19* 88, *in Case Number* 88D-2532 *between* Eugenia Webb Vaughn *Plaintiff, and* Floyd Allen Vaughn *Defendant, as same remains of record in Book* 174A, *Page* 106 *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* 12th. *day of* March *in the year one thousand nine hundred and* Ninety *and in the* 214th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D.W. Hunter, *D.C.*

Form #GR-117