41A/634

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 012-00-0
Par 115

JOHN THOMAS HYDE

Map 012-00-0
Par 114

VS.

No. 89D-122

Map 033-02-0
Par 008.00

REGINA LOUISE HYDE

1989 OCT -9 AM 9:42

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FINAL DECREE

This cause came on to be heard on the 9th day of October, 1989, before the Honorable Thomas Brothers, Judge, upon the original Complaint filed by John Thomas Hyde, Answer and Counter-Complaint filed by Regina Louise Hyde, subsequent agreement of the parties to withdraw the original Complaint and allow Mrs. Hyde to proceed on her Counter-Complaint, testimony of Mrs. Hyde, submission to the Court of a written Marital Dissolution Agreement signed by both parties, statement of counsel in open Court and from 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 heretofore filed by Mr. Hyde is hereby dismissed.

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 the Counter-Plaintiff, Regina Louise Hyde, is granted an absolute divorce and restored to all the rigts and privileges of an unmarried person.

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

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JOHN THOMAS HYDE,	)	
	)	
Plaintiff/Husband and Counter/Defendant,	)	
	)	
vs.	)	Docket No. 89D-122
	)	
REGINA LOUISE HYDE,	)	
	)	
Defendant/Wife and Counter-Plaintiff	)	

MARITAL DISSOLUTION AGREEMENT

Agreement made this 6th day of October, 1989, between REGINA LOUISE HYDE, hereinafter referred to as "Wife", and JOHN THOMAS HYDE, hereinafter referred to as "Husband."

WHEREAS, the parties were married on December 13, 1969; and

WHEREAS, the parties have two (2) minor children of said marriage; and

WHEREAS, the parties in consequence of disputes and apparent irreconcilable difference wish to make arrangements in connection with the dissolution of their marriage and settle all property and marital rights growing out of the marital relationship;

IT IS THEREFORE AGREED THAT, for in consideration of the mutual promises and premises herein contained, the parties agree as follows:

1. Personal Property. The parties agree that they have divided all personal property accumulated in the course of the marriage on a relatively equal basis with the Wife to retain all of the furniture at the marital home at 1018 Fontaine Drive, Goodlettsville, Tennessee, with the exception of a grandfather clock, riding lawn mower and sixteen (16) foot trailer and those family tools on Exhibit "A". Wife shall also retain those tools set forth on the itemized list which is attached hereto as Exhibit "B". Husband shall have ninety (90) days in which to

remove these items from the home after reasonable notice to the Wife of when he will do so.

Husband shall retain all of the furnishings in his current home. Each party shall retain the automobiles currently in their possession, and will hold each other harmless from any debt on the automobiles.

2. Real Property. Husband shall convey to the Wife by quitclaim deed all rights, title and interest in and to the real property located at 1018 Fontaine Drive, Goodlettsville, Davidson County, Tennessee, which is more particularly described as follows:

> Land in the 10th Civil District of Davidson County, Tennessee, being Lot No. 61 on the plan of Plantation Estates, Section 2, as of record in Book 3842, page 136, Register's Office for said County.
>
> Said Lot No. 61 fronts 140 feet on the easterly side of Fontaine Drive and extends back 335.5 feet on the northerly line and 309.5 feet on the southerly line to a dead line which is a broken line, measuring 142.8 feet thereon.

Wife agrees to assume all responsibility for the first mortgage on the property and for a loan for roofing repair on the marital home and to hold Husband harmless therefrom.

The parties also own two (2) parcels of certain unimproved property in Goodlettsville, Davidson County, Tennessee, being more particularly described as follows:

Lickton # 3

> A certain tract or parcel of land in the 10th Civil District of Davidson County, Tennessee, being Tract No. 3 on a survey dated May 13, 1986, by Richard C. Kessinger, Surveyor Number 1038, Job Number 86-113, and more specifically described as follows:
>
> BEGINNING at an iron pin in the northerly margin of Lickton Pike, (said point being North 74 degrees, 08' 09" East 156.34 feet; thence North 74 degrees 41' 02" East 200.70 feet from the southwest corner of the property of Carl Guthrie of record in Book 3886, page 486, Register's Office for Davidson County, Tennessee); thence North 23 degrees 56' 29" West 1342.45 feet to an iron pin; thence, North 86 degrees 22' 18" East 225.00 feet to an iron pin; thence South 23 degrees 39' 13" East 1302.87 feet to an iron pin; in the Northerly margin of Lickton Pike; thence, in a southeasterly direction along a curve having a radius of 1195.00 feet, a tangent of 469.41 feet and a delta angle

of 42 degrees 53' 27" for a distance of 60.01 feet to an iron pin; thence, South 77 degrees 03' 19" West 148.07 feet to the point of beginning and containing 6.31 acres, more or less.

Lickton #4

A certain tract or parcel of land in the 10th Civil District of Davidson County, Tennessee, being Tract No. 4 on a survey dated May 13, 1986, by Richard C. Kessinger, Surveyor, Number 1038, Job Number 86-113, and more specifically described as follows:

BEGINNING at an iron pin in the northerly margin of Lickton Pike, (said point being North 74 degrees 08' 09" East 156.34 feet; thence North 74 degrees 41' 02" East 200.70 feet to an iron pin; thence, North 77 degrees 03' 19" East 148.07 feet to an iron pin; thence along a curve having a radius of 1195.00 feet, a tangent of 469.41 feet and a delta angle of 42 degrees 53' 27" from the southeasterly corner of the property of Carl Guthrie of record in Book 3886, page 486, Register's Office for Davidson County, Tennessee); thence, North 23 degrees 39' 13" West 1302.87 feet to an iron pin; thence, North 86 degrees 22' 18" East 300.00 feet to an iron pin; thence, South 19 degrees 23' 46" East 1256.65 feet to an iron pin in the northerly margin of Lickton Pike; thence in a westerly direction with said margin of said pike in a curve having a radius of 1195.00 feet, a tangent of 469.41 feet and a delta angle of 42 degrees 53' 27" for a distance of 196.11 feet to the point of beginning and containing 6.97 acres, more or less.

Wife agrees to convey this property to the Husband by quitclaim deed provided, however, that the Husband agrees to pay to the Wife when each of the parcels is sold one-half (1/2) of the net proceeds of the sale of the properties not to exceed a total sum of Five Thousand Dollars ($5,000). There shall be no interest to accumulate on this sum. It is further agreed that the Wife shall retain a lien in this amount against the property which shall be perfected by the recording of this Court's order at the Register's Office for Davidson County, Tennessee.

Husband owns a partnership interest in two (2) condominiums located at 276 White Bridge Road, Nashville, Tennessee,, which shall be his sole property. Husband agrees to hold Wife harmless from any indebtedness on the unimproved property or condominiums.

3. Retirement. When this Agreement is incorporated into the final decree of divorce approved by this Court, the parties agree that Regina Louise Hyde (who shall be known as the

"Alternate Payee") shall be awarded as a portion of the marital property, one-third (1/3) of Husband's retirement or pension account with Healthtrust Incorporated, that portion being one-third (1/3) of the Plan balances as of October 9, 1989, and being the benefits of John Thomas Hyde (hereinafter referred to as Participant).

In the final decree of divorce, the parties agreed and this Court will find that a Qualified Domestic Relations Order will be entered with the Court in order to provide for a division of the benefits held for the Participants in the above-stated Plan as required by Section 414(p) of the Internal Revenue Code and 299 U.S.C. Section 1056(d). The parties were married on December 13, 1969, and were separated on July 4, 1988. The present mailing address of the Participant is: 1911 21st Avenue, South, Nashville, Tennessee 37212 and the Participant's Social Security Number is [redacted]-6167. The present mailing address of the Alternate Payee is 1018 Fontaine Drive, Goodlettsville, Tennessee 37072, and Alternate Payee's Social Security Number is [redacted]-6684.

The Participant was employed by HealthTrust and is a participant in the HealthTrust Transferred Assets Retirement Program, hereinafter known as "The Plan." This Plan is tax-qualified under the applicable provisions of the Internal Revenue Code.

The Participant presently has an account in The Plan evidencing benefits which are being held for him in Trust with payments to be made to him upon the occurrence of certain events, specified in the Trust, among such events being death, disability, or retirement. The interest of the Participant in The Plan is completely vested and non-forfeitable. Third National Bank is the Trustee of The Plan with address as follows: Trust Department, 201 4th Avenue North, Nashville, Tennessee 37201. The Alternate Payee is entitled to receive a portion of the benefits so held for the Participant of The Plan as part of the Alternate Payee's share of marital property and, therefore, is an

Alternate Payee as defined by Section 414(p)(8) of the Internal Revenue Code and 29 U.S.C. Section 1056(d)(3)(K).

This Marital Dissolution Agreement when incorporated in the Court's order is intended to be a Qualified Domestic Relations Order pursuant to the Internal Revenue Code Section 4-14(p) and 29 U.S.C. Section 1056(d), so that The Plan Administrator will be required to pay the benefits as directed herein pursuant to the terms of the Trust, Internal Revenue Code Section 4149(p)(7)(B) and 29 U.S.C. Section 1056(d)(3)(H)(ii).

The amount one-third (1/3) due the Alternate Payee under this Order shall be transferred to the Alternate Payee and paid to her at the time of the Participant's retirement, death or disability, whichever event occurs first.

4. Child Custody and Support. The parties shall have joint custody of their minor children, Matthew Alan Hyde, age 13, and Andrea Leah Hyde, age 7, with primary physical possession of the daughter to be with the Wife and primary physical possession of the son with the Husband. Each parent shall be responsible for daily decisions when the child is in his/her possession, but the parties agree to jointly consult on any major decisions concerning the health, education or welfare of the child. The parties agree that they shall each have frequent and reasonable visitation with the children as agreed upon by the parties. In the event that the parties cannot agree on visitation, the Wife shall see the minor child Matthew on at least one (1) afternoon and evening each week and on alternate weekends from Friday at 6 p.m. until Sunday at 6 p.m. Holidays and vacations shall be alternated between the parties. The children will be with the Mother on Mother's Day and the Father on Father's Day.

Husband shall pay to the Wife child support in the sum of Seven Hundred Fifty Dollars ($750) per month beginning with October 9, 1989, until the minor child Andrea reaches the age of eighteen (18) or graduates with her high school class, whichever occurs last. Such child support shall not be prorated or reduced without further Court order.

Husband further agrees to keep the minor children insured with major medical, hospitalization coverage and to pay all deductible and uncovered expenses for medical, dental or ophthalmological expenses not paid by such insurance. Prior to incurring any major medical expense for the children, i.e., orthodontal braces, extensive psychiatric treatment, etc., Wife shall consult with Husband and the parties shall make a joint decision in this regard, as set forth above. Husband further agrees to cooperate and assure the Wife that she can maintain his current health insurance on herself under the COBRA laws, but the Wife shall be responsible for paying her own health insurance premiums.

In addition to the support set forth above, Husband agrees to pay for school expenses for the parties minor children such as books and school supplies with the exception of school lunches for the minor daughter Andrea.

5. Bank Accounts. The parties have, prior to entering into this Agreement, separated and segregated their bank accounts and all accounts in either of their names shall remain their sole and separate property free of any claims from the other.

6. Life Insurance. Husband agrees to keep in force a life insurance policy in the face amount of Two Hundred Thousand Dollars ($200,000) payable to the minor children of the marriage with a corporate trustee of his choice, until the youngest of the two (2) children has reached the age of twenty-five (25), or completed her college education, whichever event occurs first. In the event that the life insurance is paid to the minor beneficiaries, each child shall receive his/her one-half (1/2) of the remaining balance when they reach age twenty-five (25) after the trustee has made payment for their health, education and maintenance. Husband currently has a life insurance policy with American General Insurance Company which shall be the separate property of the Wife to be maintained by the Wife if she desires or cashed in for its value.

7. Income Taxes. Husband shall be allowed to deduct the parties' minor children as his dependents for each tax year. The Husband further agrees that in the event that any tax liability is assessed against the parties by reason of any joint tax return that he shall be fully responsible for such tax liability and hold the Wife harmless thereon.

8. Alimony In Solido. Husband agrees to pay Wife as alimony in solido and as part of distribution of her marital share of property the sum of One Thousand Dollars ($1,000) per month for thirty (30) consecutive months beginning November 1, 1989, and payable on the first (1st) day of each month for twenty-nine (29) months thereafter.

9. Funeral Plots. The parties currently own several funeral plots at Memorial Gardens in Springfield, Tennessee, and agree that those shall be the separate and sole property of the Wife.

10. Investments. The Husband has made certain investments in Eastern Shelex Company which shall be his sole and separate property.

11. Attorney's Fees and Costs. Husband agrees to pay to Helen Sfikas Rogers, as attorney for Wife, the sum of Twenty-Five Hundred Dollars ($2,500) upon entry of this final decree and to pay all of the costs of this cause.

12. Debts. Each party shall be separately liable for any debts they have incurred since the parties' separation on July 4, 1988, provided, however, that Husband shall assume responsibility for any joint debts incurred by the parties or debts for medical expenses or treatment (excluding deposition expenses) for the children or Wife prior to the entry of the parties' final decree of divorce.

13. Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be 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.

14. In the event that a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this agreement, the party against which such claim is made shall be entitled to recover from the other 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.

15. In the event that it becomes reasonably necessary for either party 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's fees, incurred in prosecuting the action.

16. It is understood and agreed between the parties that this agreement shall be introduced in the proceeding now pending in the Sixth Circuit Court for Davidson County, Tennessee. This agreement is submitted to the Court for ratification and incorporation into the final decree of divorce between the parties. It is further 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 of any and all claims arising out of their marital relationship.

17. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter required under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent, or distribution, or right to act as an 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.

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

19. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation. The provisions of 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 that it is being entered into voluntarily. This agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

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

IN WITNESS WHEREOF, the parties have set their signatures.

Oct. 6, 1989
Date

Regina A. Hyde
REGINA A. HYDE

10-6-89
Date

John Thomas Hyde
JOHN THOMAS HYDE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within-named REGINA A. HYDE, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

Helen S Rogers
NOTARY PUBLIC

My commission expires: 3/27/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within-named JOHN THOMAS HYDE, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

Jackie E Reeves
NOTARY PUBLIC

My commission expires: 11-12-90

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EXHIBIT "A"

1. Welder and helmet.
2. Bushwacker.
3. Electronic radial table saw.
4. Craftsman joiner/planer on roller table.
5. Stihl chainsaw.
6. Routers saw.
7. Three-gallon sprayer.
8. Army tent and chest.
9. Electrical handsaw.
10. Drill press.
11. Floor jack.
12. Air can.
13. Rubber raft.
14. Folding work table.

Items Mr. Hyde Already Has in Possesion

1. One 20 foot chain
2. One 40 foot chain
3. One pulley - come-a-long.
4. One sledgehammer.
5. One electrical bug killer.
6. One plastic tarpulin.
7. One-half gallon jar poison.
8. Three tool boxes with handtools inside.
9. One air can.

EXHIBIT "B"

1. Wet-dry vacuum.
2. Battery charger.
3. Air compressor.
4. Push mower.
5. Hedge clippers-tree clippers.
6. Two (2) ladders.
7. Work table.
8. Two (2) portable, kerosene heaters.
9. Sprayer - 4-1/2 gallon.
10. Weedeater.
11. Case oil.
12. Tool box.
13. Small chain saw.
14. Bench grinder-shapen mower blade.
15. Black & Decker 7-1/2 power bandsaw.
16. Electric cords.
17. Hand seed sower.
18. Jumper cables.
19. Portable refrigerator.
20. All other miscellaneous items.
21. All paint supplies.
22. All yard items (rake, shovel, etc.)

IT IS FURTHER ORDERED, ADJUDGED and DECREED that this order shall be a Qualified Domestic Relations Order pursuant to Internal Revenue Code Section 414(p) and 29 U.S.C. Section 1056(d) and that a sum equal to one-third (1/3) of the amount allocated to the account of the Participant John Thomas Hyde in the Plan as of October 9, 1989, become and the same is hereby awarded and shall be transferred to the Alternate Payee, Regina Louise Anderson Hyde, under the terms and conditions set forth in paragraph of the marital dissolution agreement. The amount awarded hereunder represents a portion of the Alternate Payee's share of the marital property of the parties.

The benefits awarded to the Alternate Payee shall be transferred to the Alternate Payee upon the death, retirement or disability of the Participant, or in the event of the Alternate Payee's death, to a beneficiary property designated by the Alternate Payee, as soon as administratively feasible, upon the Alternate Payee's execution of all appropriate documents required by federal law to be executed by distributees of qualified retirement plan assets.

The Alternate Payee shall not be treated as "surviving spouse" for purposes of Internal Revenue Code Sections 401(a)(11) and 417 with respect to any portion of the remaining account balances of the Participant.

The benefits awarded hereunder shall not be assigned, pledged or otherwise transferred, voluntarily or involuntarily, prior to the receipt of such benefits by the Alternate Payee. An attested copy of this Order is to be served by the Clerk of this Court by certified mail return receipt requested upon the Trustee of the Plan immediately after entry.

This Order shall remain in effect until such time as the Alternate Payee receives the full amount of benefits awarded to the Alternate Payee by this agreement. The marital dissolution agreement and this Order is subject, and may be modified to the extent required, by the Internal Revenue Code, the Employer Retirement Income Security Act, amendments to either, and to the

regulations promulgated thereunder, were applicable to the matters set forth herein. The amount due the Alternate Payee, under this Order, shall be payable under the survivor's rights specifically provided for and shall in no way be affected by the death or remarriage of the Participant, John Thomas Hyde.

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

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

John Thomas Hyde
2141 Woodlawn, #58
Nashville, TN 37205

Regina A. Hyde
1018 Fontaine Drive
Goodlettsville, TN 37072

It is further **ORDERED AND ADJUDGED** by the Court that the cost of this cause are to be taxed against to Plaintiff, John Thomas Hyde, for all of which execution may issue, if necessary.

Entered this 9th day of October, 1989.

THOMAS BROTHERS, JUDGE

APPROVED FOR ENTRY:

BY: HELEN S. ROGERS
P.R. # 7025
SOLICITOR FOR MRS. HYDE
401 Church Street
25th Floor, L & C Tower
Nashville, TN 37219
(615) 256-5144

ROBERT L. JACKSON & ASSOCIATES

BY: ROBERT L .JACKSON
P.R. #2486
SOLICITOR FOR MR. HYDE
214 Second Avenue North
Suite 103
Nashville, TN 37201
(615) 256-2602

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IDENTIF. TREFERENCE

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DAVIDSON COUNTY

RUSH

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* Sixth *Circuit Court for Davidson County, Tennessee, on the* ninth *day of* October, 19 89, *in Case Number* 89D-122 *between* JOHN THOMAS HYDE, *Plaintiff, and* REGINA LOUISE HYDE, *Defendant, as same remains of record in Book* 41A, *Page* 634 *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* 27th *day of* April *in the year one thousand nine hundred and* ninety *and in the* two hundred fourteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D.L. Rooker *D.C.*

Form #GR-117