IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

JIMMY RAY OSBORNE,	)	
	)	
Plaintiff,	)	
	)	
VS.	)	No. 89D-4106
	)	
LINDA KELTNER OSBORNE,	)	BOOK 8109 PAGE 196
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 15th day of March, 1990, on the Complaint for Divorce; upon the Motion of the Defendant, Linda Keltner Osborne, to withdraw the Answer heretofore filed in this cause, which Motion is ORDERED granted; upon the written agreement providing for the settlement of the property rights between the parties, and upon the entire record in this cause, from all of which the Court finds that the parties have experienced such irreconcilable differences in their marriage as would entitle them to a divorce under the Tennessee Divorce Statutes.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony subsisting between the Plaintiff and the Defendant be absolutely and forever dissolved and that the parties be granted an absolute divorce on the grounds of irreconcilable differences and that they be restored to all the rights and privileges of unmarried persons.

It further appears to the Court that the parties did enter into a written Marital Dissolution Agreement which is made a part of this Decree and Judgment of the Court and the terms and conditions of which are as follows:

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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE,

AT NASHVILLE

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JIMMY RAY OSBORNE,

Plaintiff

-vs-

Number 89D-4106

LINDA KELTNER OSBORNE,

Defendant

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MARITAL DISSOLUTION AGREEMENT

AGREEMENT made this 24th day of March, 1990, between JIMMY RAY OSBORNE, hereinafter referred to as "Husband", and LINDA KELTNER OSBORNE, hereinafter referred to as "Wife", subject to the following premises, terms and conditions:

WHEREAS, the parties have been married since September 30, 1984, and there are no children born of this marriage; and,

WHEREAS, the parties have experienced marital difficulties which are apparently irreconcilable; and,

WHEREAS, the above-captioned action for divorce is now pending in the Fourth Circuit Court of Davidson County, Tennessee, styled Jimmy Ray Osborne, Plaintiff v. Linda Keltner Osborne, Defendant, being Case Number 89D-4106; 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 property rights, support obligations, and obligations for 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 effected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for the consideration as herein set out, the parties do enter into this Marital Dissolution Agreement on the day and date first above written and do hereby agree as follows:

1) Husband and Wife own as tenants by the entirety their residence which is located at 8000 Quail Creek Road, Nashville, Davidson County, Tennessee 37221. The aforesaid residence is mortgaged to First Tennessee Bank, Mortgage Loan Number 028338-2. At the time of the execution of this Agreement payments on the aforesaid mortgage are in arrears for the January and February installments of $842.11 each, or a total installment amount of $1,721.56, including a late payment charge of $37.34. The parties have agreed that each will pay upon the execution of this Agreement the amount of $842.11 except that in addition thereto the Husband shall pay the late payment charge of $37.34. Husband and Wife agree that immediately upon the entry of the Divorce Decree in this cause, said real estate will be listed for sale with McGarr and Associates at a listing price of $149,900.00. In no event shall either party seek to compel the other party to accept any offer to purchase said residence for less than $ 142,000.00 contract sales price. Wife shall retain the exclusive right and privilege to continue to reside in said residence until it is sold. Wife agrees to be responsible for maintaining the general appearance of the real estate until such time as it is sold, and each agrees to cooperate with the other and with the listing realtor in taking such steps as may be necessary and appropriate to effect the sale of the property. In the event McGarr and Associates does not obtain a contract for the sale of the residence within a period of six months from the date of the execution of their listing agreement, Husband shall have the exclusive right and privilege to select a realtor to list the property for sale for the next six month period. Thereafter, if a contract is not executed for the sale of the house and closed by the listing broker within the second six month period, the exclusive right to choose a listing broker shall revert to the Wife for the third six month period, and

thereafter alternately between Husband and Wife for six month periods until the residence is sold. At such time as sale real estate is sold, it is agreed and understood that from the purchase price the indebtedness to First Tennessee Bank shall first be paid, secondly, the broker's commission and other expenses of sale shall be paid from the proceeds. After payment of the first mortgage to First Tennessee Bank and expenses of sale, Wife shall be entitled to the first $25,000.00 from the proceeds, the Husband shall next be entitled to $8,500.00, and any remaining proceeds shall be divided equally between the Husband and the Wife. Husband and Wife agree that they will each pay one-half of the March, 1990, installment to First Tennessee Bank. Thereafter, Wife shall be solely responsible for the payment of the note to First Tennessee Bank commencing April 1, 1990.

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2) Husband agrees to pay to Wife as ~~rehabilitative~~ alimony in this cause the sum of $450.00 per month for a period of thirty months extending from April 1, 1990, through October 1, 1992. The parties further agree that said obligation on the part of Husband shall not be increased and/or decreased and that said payments shall not be considered as income to Wife for income tax purposes and that Husband shall not claim said payments as a deduction to him for income tax purposes. The parties specifically agree that the obligation on the part of Husband shall not extend beyond the period of time herein designated, and the payments herein designated shall be accepted by Wife as settlement in full of all alimony claims she may have against Husband of whatsoever nature.

3) Husband and Wife acknowledge that Wife is presently covered under Husband's group health insurance plan. Husband agrees to take such steps as may be necessary and appropriate to cause Wife to continue to be covered by said health insurance plan for a period of eighteen months subsequent to the termination of the marriage of the parties. All costs associated with the continuation of said coverage shall be the responsibility of the Husband.

4) Husband agrees to relinquish to Wife any right, title, or interest he may have in a 1987 Oldsmobile Cutless owned by the parties, VIN 1G3AJ51W3HD330365, and Husband agrees to execute such documents of transfer as may be necessary to divest his interest in same to Wife. Wife agrees to assume sole responsibility for the outstanding indebtedness owned on said vehicle, and she agrees to hold Husband harmless from any losses he may incur as the result of her failure to maintain payments.

5) Husband and Wife acknowledge that each of them shall retain those items of furniture, appliances, household furnishings, and personal effects as are in the possession of them respectively at the time of the execution of this agreement, and that they have previously hereto divided their personal property to their mutual satisfaction.

6) The parties own two cemetery lots at Harpeth Hills Memorial Gardens, Inc., being located in the Garden of Prayer, Location 91D 1 and 2. It is agreed that the parties shall continue to own said cemetery lots as tenants in common and that the Wife shall have the use of one and the Husband the use of one, or that they may jointly sell the lots.

7) Husband agrees that he shall be solely responsible for the payment of the Castner-Knott accounts or credit cards, his Visa card, and any debts or obligations which he has incurred in his separate name. Wife agrees that she shall be solely responsible for the payment of her Visa card, any medical expenses not covered by hospitalization insurance, and any separate debts which she has incurred. The parties acknowledge that they have no joint debts other than those stated in this Agreement. Should either party be compelled to pay any debt contracted or incurred by the other party, the party for whose benefit such payment is made agrees to indemnify and hold the other party harmless from any and all liability on such indebtedness and to reimburse the other party to the full extent of the amount paid by the other party, including any interest and legal expenses paid by the other party in defending the claim of the creditor or otherwise.

8) Wife agrees to relinquish to Husband all of her right, title, and interest, if any she has, in and to Husband's 401K Plan with The Pantry.

9) With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligations 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 §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 above elsewhere in the Marital Dissolution Agreement.

10) Husband agrees to pay to Ladye H. Kirkland, Attorney at Law, the amount of $ 840.00 for her services in this cause. Wife agrees to pay to James L. Woodard, Attorney at Law, the amount of $3,500.00 for his services to her in this cause. It is agreed and understood by the parties that the aforesaid attorneys' fees shall constitute a lien on the real property located at 8000 Quail Creek Road, Nashville, Tennessee, and notwithstanding anything herein to the contrary, said fees shall be paid at the closing of the sale of said real property as hereinbefore provided next after the payment of the outstanding mortgage and expenses of sale of said property.

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

12) In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provisions of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

13) It is agreed and understood between the parties that this Agreement shall be introduced in the proceedings now

pending in the Fourth Circuit Court of Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties.

14) 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, and any property that either of them may acquire in the future.

15) It is agreed and understood between the parties that, from and after the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments are made will indemnify the other to the full extent of the amount paid, including any interest and legal expenses incurred, if any.

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

17) It is agreed and understood 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 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 and with advice of counsel.

18) This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

19) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

20) This Agreement may be altered, amended, or canceled only by an instrument in writing signed by each of the parties and notarized.

THIS AGREEMENT is executed in triplicate and a copy of the same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of Divorce between the parties.

Ladye H. Kirkland, #9055
Attorney for Plaintiff
118 Old Shackle Island Road
Hendersonville, TN 37075
822-1610

Jimmy Ray Osborne, Husband

James L. Woodard, #2728
Attorney for Defendant
P. O. Box 708
Franklin, TN 37065-0708
794-7500

Linda Keltner Osborne, Wife

STATE OF TENNESSEE

COUNTY OF Sumner

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JIMMY RAY OSBORNE, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal on this the 9th day of March, 1990.

Barbara McCoy
NOTARY PUBLIC

My Commission Expires:
4/17/91

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STATE OF TENNESSEE

COUNTY OF WILLIAMSON

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

WITNESS my hand and official seal on this the 7 day of March, 1990.

Martha Ann Stark
NOTARY PUBLIC

My Commission Expires:
10/20/90

It appearing to the Court that said Marital Dissolution Agreement is fair and just and equitable, and to the best interests of the parties, it is, therefore, ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement be approved and ratified in full and give the full force and effect of an Order of this Court.

The costs of this cause shall be taxed to the Plaintiff, Jimmy Ray Osborne, for which execution may issue, if necessary.

ENTERED this the 28th day of March, 1990.

JUDGE

LADYE H. KIRKLAND (9055)
Attorney for Plaintiff
116 Old Shackle Island Road
Hendersonville, TN 37075
(615) 822-1610

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been mailed postage prepaid to Mr. James L. Woodard, Attorney for the Defendant, P.O. Box 708, Franklin, Tennessee, 37065-0708 on this the 15th day of March, 1990.

LADYE H. KIRKLAND

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* 28th *day of* MARCH, 19 90, *in Case Number* 89D-4106 *between* JIMMY RAY OSBORNE *Plaintiff, and* LINDA KILTNER OSBORNE *Defendant, as same remains of record in Book* 185B, *Page* 1204 *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* 26th *day of* APRIL *in the year one thousand nine hundred and* Ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____ *D.C.*

Form #GR-117