IN THE FOURTH CIRCUIT COURT FOR THE 20TH JUDICIAL DISTRICT
DAVIDSON COUNTY, TENNESSEE

KATY HOLT DENTON,
PLAINTIFF

v. No. 89D-4799

BENNIE PHIFER DENTON,
DEFENDANT

MAP 129 - 12
Parcel 80

FINAL DECREE

This cause came on to be heard on May 29, 1990, before The Honorable Muriel Robinson, Judge, on a Complaint for a divorce filed by the Plaintiff. Upon the Interrogatories of Plaintiff duly notarized and submitted to the Court and a review of the entire record in this cause, the Court finds that the parties have suffered irreconcilable differences in their marriage.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, KATY HOLT DENTON, is hereby awarded an absolute divorce from the Defendant, BENNIE PHIFER DENTON, on the grounds of irreconcilable differences, and the parties are hereby restored to all the rights and privileges of unmarried persons.

It further appears to the Court, and the Court affirmatively finds, that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

4021.4
IDENTIFICATION REFERENCE
Jul 10 9 58 AM '90
FELIX Z WILSON JR REGISTER
DAVIDSON COUNTY, TN
8560 07/10 0101 03CHECK 27.00

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATY HOLT DENTON,
PLAINTIFF,

v. No. 89D-4799

BENNIE PHIFER DENTON,
DEFENDANT

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into between Katy Holt Denton (Wife) and Bennie Phifer Denton (Husband);

W I T N E S S E T H :

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court for Davidson County a suit for absolute divorce styled KATY HOLT DENTON v. BENNIE PHIFER DENTON, Docket No. ; and

WHEREAS, the parties desire to agree upon and fix their rights and duties with regard to their respective estates and all other matters concerning their rights and duties arising by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all other matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. REAL PROPERTY

It is agreed that the Wife shall be vested with the family homeplace located at 946 Percy Warner Boulevard, Nashville, Tennessee. If this Marital Dissolution Agreement is made a part of a Decree of Divorce the Divorce Decree itself shall operate to vest the property in the

Wife and divest it out of the Husband. The Wife shall assume all indebtedness on said real estate and shall hold the Husband harmless and indemnify him as to all liability relating to said property. The property is described as follows:

> LAND in Davidso County, Tennessee, being Lot No. 84 on the plan of Section 1, Warner Park Valley, of record in Plat book 3600, pages 12, 13 and 14, Register's Office for said County.
>
> SAID Lot No. 84 fronts 101.37 feet on the easterly side of Percy Warner Boulevard and extends back 150 feet between lines to the westerly right of way of the L & N Railroad on which it measures 98.63 feet.
>
> BEING the same property conveyed to Bennie P. Denton, Jr., and wife, Katy H. Denton, by deed from Joan C. McCarthy Dyer and husband, Edwin R. Dyer, of record in Book Page Register's Office of said County.

It is further agreed that if the house is ever sold by the Wife the Husband shall receive one-half of the equity in the house to a maximum of $10,000.00. If the house is never sold by the Wife the Husband shall receive nothing.

2. **PERSONAL PROPERTY**

The parties have heretofore divided their personal property between themselves. All retirement plans, furniture, furnishings and personal effects in the possession of the Husband (including family furniture) shall be his sole and separate property, and the Wife is divested of any ownership interest in said items. All retirement plans, furniture, furnishings, appliances and personal effects in the possession of the Wife (including wedding gifts, china and jewelry given to her by Husband) shall be her sole and separate property, and the Husband is divested of any ownership interest in said items.

3. **MOTOR VEHICLES**

The 1985 Blazer shall be vested solely in the Husband, and he shall be responsible for making all payments (if any) on said vehicle, including insurance and taxes. The 1984 Honda shall be vested solely in the Wife, and she

shall be responsible for making all payments (if any) on said vehicle, including insurance and taxes. Wife's company car shall remain her sole and exclusive property.

4. **DEBTS**

It is agreed that the Husband shall bear all legal and financial responsibility for his Manufacturer's Hanover VISA, Exxon and Sears bills. The Wife shall bear all legal and financial responsibility for all other bills. All debts incurred after January 1, 1990, shall be borne by the party incurring such.

5. **ATTORNEY'S FEES**

Wife and Husband shall be responsible for one-half each of the attorney's fee.

6. **COURT COSTS**

It is agreed that any court costs incurred as a result of the pending action for an absolute divorce shall be paid equally by the Husband and Wife.

7. **MODIFICATION**

No modification or waiver of any of the provisions of this Agreement shall be effective unless made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

8. **SEVERANCE**

Should a Court of competent jurisdiction hold that any portion of this Agreement is invalid, or make modifications thereof, the remainder shall remain in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court of competent jurisdiction shall order.

9. **INCORPORATION**

The parties agree that this Marital Dissolution Agreement shall be incorporated in any Final Decree of Divorce that my be granted, subject to Court approval,

whether in this Court or in any other Court of competent jurisdiction, and agree that it shall be ratified, approved and incorporated into the Final Decree of Divorce in its entirety.

10. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. It supersedes any other agreement between the parties, written or otherwise. The parties covenant that they have each disclosed all of their assets and liabilities to each other and there are no representations or warranties made by either party to the other except those in this agreement.

11. **CREDIT AND NON-COMPLIANCE**

From the date of execution of this Agreement neither party will incur any indebtedness upon the credit of the other. Should this covenant be broken and one party is voluntarily or involuntarily required to pay an obligation incurred by the other party, or should one party be voluntarily or involuntarily required to pay any other obligation assumed by the other party under this Agreement, the party who makes such payment shall be entitled to indemnity from the other party for all monies paid, including the obligation itself, reasonable attorney's fees actually incurred, and interest actually paid. Further, to the extent not mentioned in this Agreement, any debt currently existing as to any property which becomes titled in a party shall become the debt of that party and that party shall indemnify and hold harmless the other party regarding said debt.

12. **VOLUNTARY EXECUTION**

Each party acknowledges that this Agreement has been entered into of his or her own volition, with full knowledge and information of the consequences. In certain instances, it represents a compromise of the disputed issues. Each believes the terms ad conditions to be fair and equitable under the circumstances, and recognizes that

no undue influence, fraud, coercion, or misrepresentation has been made. Each party agrees that the provisions of this Agreement are fair and equitable, and are entered into voluntarily.

13. **CONSTRUCTION**

This Agreement constitutes the entire agreement between the parties. It supersedes any other agreement between the parties, written or otherwise. The parties covenant that they have each disclosed al of their assets and liabilities to each other and there are no representations or warranties made by either party to the other except those in this Agreement. Each party acknowledges that no other representations have been made as an inducement to enter into this Agreement other than as set forth herein.

IN WITNESS WHEREOF, the parties have set their signatures this 26 day of January, 1990.

Bennie Phifer Denton
BENNIE PHIFER DENTON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the said BENNIE PHIFER DENTON, with whom I am personally acquainted and who acknowledged he had read the foregoing document and that its contents were true and accurate to the best of his knowledge, information and belief.

Sworn to and subscribed before me this 24 day of January, 1990.

Deborah Ann Hibbett
NOTARY PUBLIC

My commission expires: 1/23/93.

Katy Holt Denton
KATY HOLT DENTON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the said KATY HOLT DENTON, with whom I am personally acquainted and who acknowledged that she had read the foregoing document and that its contents were true and accurate to the best of her knowledge, information and belief.

Sworn to and subscribed before me this 26 day of January, 1990.

Deborah Ann Hickerson
NOTARY PUBLIC

My commission expires: 1/23/93.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all provisions of the Martial Dissolution Agreement are hereby approved and made the judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon the signing of this Order the attorney for the Plaintiff is relieved of his duties as attorney of record for the Plaintiff in this cause.

Final costs of this cause are assessed equally against the Plaintiff and the Defendant for which execution may issue if necessary.

Done this 29th day of May, 1990.

JUDGE

APPROVED FOR ENTRY:

JOHN D. KITCH, #4569
ATTORNEY FOR PLAINTIFF
Suite 305
2300 Hillsboro Road
Nashville, Tennessee 37212
385-9911

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent by postage prepaid mail to Bennie Phifer Denton, Defendant, 230 Great Circle Road, No. 206, Nashville, Tennessee 37228 this 29th day of May, 1990.

JOHN D. KITCH

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Please Mail to

JOHN D. KITCH

KITCH, DEAS & KLEIN
AN ASSOCIATION OF ATTORNEYS

SUITE 305
2300 HILLSBORO ROAD
NASHVILLE, TENNESSEE 37212
(615) 385-9911

405 TWO MILE PIKE
GOODLETTSVILLE, TN 37072
(615) 859-8160
FAX 859-5570

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* TWENTY-NINTH *day of* MAY, *19* 90, *in Case Number* 89D-4799 *between* KATY HOLT DENTON *Plaintiff, and* BENNIE PHIFER DENTON *Defendant, as same remains of record in Book* 187A, *Page* 17 *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* 10th *day of* JULY *in the year one thousand nine hundred and* NINETY *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter D. Adams, *D.C.*

Form #GR-117