IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

PATRICIA SUE NORWOOD BUTTREY,)
)
Plaintiff,)
)
vs.) No. 89D-4000
)
RONALD DEAN BUTTREY,)
)
Defendant.)

Map - Parcel
64-9-196

FINAL DECREE OF DIVORCE

This cause came on to be heard upon the 25th day of April, 1990, upon the Complaint filed by the Wife, Patricia Sue Norwood Buttrey, for Absolute Divorce, statement of counsel for Mrs. Buttrey, testimony of Mrs. Buttrey, in open Court, the Marital Dissolution Agreement executed by the parties, and the entire record. From all of which the Court finds that Mrs. Buttrey should be granted an Absolute Divorce upon the grounds of irreconcilable differences. The Court further finds that the parties have made provision by written agreement for the equitable settlement of any property rights between the parties.

It is therefore ORDERED, ADJUDGED and DECREED that Patricia Sue Norwood Buttrey be and is hereby awarded an Absolute Divorce from Ronald Dean Buttrey upon the grounds of irreconcilable differences and the parties are restored to all of the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED, and DECREED that the Plaintiff in this cause shall be restored to her maiden name, Patricia Sue Norwood.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement executed by the parties be and is hereby made an Order of this Court, and is adopted verbatim as follows:

MARITAL DISSOLUTION AGREEMENT

THIS MARITAL DISSOLUTION AGREEMENT is entered into on this day and dates hereinafter stated, by and between Patricia Sue Norwood Buttrey hereinafter referred to as the "Wife," and Ronald Dean Buttrey hereinafter referred to as the "Husband," subject to the following premises and terms and conditions:

WITNESSETH: That

WHEREAS, the Wife has filed a Complaint for Absolute Divorce against the Husband in the Probate Court for Davidson County, Tennessee, Docket No. 89D-4000; and

WHEREAS, the parties have suffered certain irreconcilable differences in their marriage, resulting in their marriage becoming irretrievably broken, with no apparent possibility of reconciliation and the parties intend to live apart the rest of their lives; and

WHEREAS, the parties desire to enter into this Marital Dissolution Agreement, not out of levity or collusion, but to amicably settle their differences with respect to all property rights and to enter into a contract for the settlement of such rights and obligations to avoid unnecessary litigation and the attendant emotional stress and expenses which would accompany the same, not only for the present, but for the future, it being the intention that such contract will be affected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties; and

WHEREAS, both parties are aware of their possessions and obligations one to the other; and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated Court action; and

WHEREAS, the parties intend to tender this Marital Dissolution Agreement to the Court for approval in the event a divorce is granted in this cause.

NOW THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

I. REAL PROPERTY

1.1. Residence. The parties acknowledge that the Wife is the owner of certain real property located at and known as 4227 Brackenwood Drive, Old Hickory, Davidson County, Tennessee as evidenced by Deed of record in Book 7399, page 453, Register's Office for Davidson County, Tennessee, but that the Husband has certain marital interest in said property. The Wife shall be vested with all right, title and interest in and to said property; and Husband's interest shall be divested from him and vested in favor of Wife. Wife shall assume the outstanding first mortgage indebtednesses on the same, as evidenced in and secured by Deed of Trust of record in book 7339, page 456, and Assignment of record in book 7464, page 610, Register's Office for Davidson County, Tennessee, and the real property taxes and insurance assessed against the same, and shall indemnify and hold Husband harmless of the same. The said property is more fully described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 36 on the Plan of SOUTHFORK SUBDIVISION, SECTION ONE, of record in Plan Book 6250, Pages 384 and 385, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description thereof.
>
> Being a portion of the same property conveyed to CENTEX HOMES ENTERPRISES, INC. by deed from C. HOOPER DEVELOPMENT COMPANY, INC., of record in Book 6741, Page 701, Register's Office for Davidson County, Tennessee.

II. PERSONAL PROPERTY.

2.1. Personal Belongings. The parties shall each be awarded his or her own wearing apparel, jewelry and other personal belongings.

2.2. Household Furniture. The parties shall each be awarded the articles of household furniture and furnishings presently in her or his possession, and shall assume any and all outstanding indebtedness(es) against the same and shall indemnify and hold the other party harmless of the same.

2.3. Bank Accounts. The Wife hereby relinquishes any claim she may have in and to the proceeds of Husband's individual checking and/or savings and/or credit union accounts and acknowledges that the same are the sole and separate property of the Husband. The Husband, likewise, hereby relinquishes any claim he may have in and to the proceeds of the Wife's individual checking and/or savings and/or credit union accounts, and acknowledges that the same are the sole and separate property of the Wife.

2.4. Automobiles. The Wife shall be awarded her 1988 Toyota Camry automobile V.I.N. #JT2SY21E1J3295702, shall assume the outstanding indebtedness on the same and shall save, indemnify and hold the Husband harmless of the same. Husband, shall be awarded his 1988 Toyota 4X4 Pickup Truck V.I.N. #JT4RN63A3J8008340 and shall assume the outstanding indebtedness on the same and shall save, indemnify and hold the Wife harmless of the same. Both parties further agree to execute any and all titles to said automobile and truck conveying all of his or her right, title and interest in and to said automobile and truck, and to return any set of keys to said automobile or truck in his or her possession. The parties further hereby recognize that each shall be responsible for securing such bodily injury, liability and property damage insurance on the vehicle(s) awarded to her or him, and that neither party shall have any responsibility to the other party for obtaining such insurance.

2.5. Other Debts. The parties further agree that she/he shall be solely responsible for the payment of all outstanding individual debts incurred by her or him prior to the date of the execution of this Agreement, except as otherwise set forth herein, and that each shall hold the other harmless from any liability for such individual debts. It is further understood and agreed between the parties that, from the date of the 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 payment shall have been indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

2.6 It is agreed by and between the parties that the Wife shall have as her sole property any and all employee benefits under the CUC Travel Services, Inc., Employee Benefit Plan which have accrued during her employment with CUC Travel Services, Inc., and/or which have been purchased through Wife's payroll deduction plan, including, but not limited to, health care benefits, sickness and disability benefits, survivors' benefits, retirement benefits, and savings plan benefits, and any interest of the Husband in the CUC Travel Services, Inc., Employee Benefit Plan shall be divested from him and the same reinvested in the Wife so that she shall own them as her sole property.

It is agreed by and between the parties that for every tax year commencing on or after January 1, 1989, each party shall file separate income tax returns from the other and shall pay all income taxes due with respect to his or her income and other taxes with respect to his or her separate personalty or real property.

Wife shall indemnify Husband and hold him harmless and free from any liability or loss whatsoever on account of any real property or personal property taxes or on account of any taxes on income, gifts and inheritances earned, received or given by Wife on or after January 31, 1989. Husband shall indemnify Wife and hold her harmless and free from any liability or loss whatsoever on account of any real property or personal property taxes or on account of any taxes on income, gifts and inheritances earned, received or given by Husband on or after January 1, 1989. In the event of any deficiency which may be assessed by any taxing authority for any year or years as to which the parties filed joint income tax returns, including any penalties or interest which may be asserted in connection therewith or with respect to personality or real property owned by the parties while they were married, the parties shall share equally in such tax liability, interest, penalties and costs.

III. ADDITIONAL CONSIDERATIONS.

3.1. Acceptance by the Parties. With respect to each party's responsibility for the payment of certain debts and liabilities and her or his obligation 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 Act, this obligation being part of the financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement.

3.2 Confidentiality. The parties agree to keep confidential any actual, purported or potential grounds for divorce that either may have against the other and not to use such matters against the other hereto in any manner whatsoever or for any purpose whatsoever.

IV. MISCELLANEOUS.

4.1. Divorce. The Wife shall proceed with obtaining an absolute divorce from the Husband upon the grounds of Irreconcilable Differences.

4.2. Attorney's Fees. Husband and Wife agree to share equally the attorney's fees of the divorce action.

4.3. Court Costs. Husband and Wife agree to share equally the final costs of this cause.

4.4. Tax Exempt Status. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition of property, but is an equal division of property by co-owner.

4.5. Entire Agreement. It is understood and agreed between the parties hereto that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge from all of the claims arising out of their marital relationship and that each hereby remises, waives, releases and forever discharges the other from any and all claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other's property, including, without limitation, dower, curtesy, statutory allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, or right to act as administrator or executor of the other's estate; and this agreement applies to all property now owned by the Husband and Wife or any property either of them may acquire in the future.

4.6. Future Considerations. The parties further agree to sign any and all instruments, documents, titles, covenants, tax

waivers or deeds necessary to carry out the full intent and purposes of this Agreement. Furthermore, the parties acknowledge that they shall continue to live separate and apart for the rest of their lives and shall be free from interference, authority and control, direct or indirect, by the other as fully as if sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, engage in employment, business or profession, which he or she may deem advisable.

4.7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, assigns, executors, administrators, personal representatives and successors in interest.

4.8. Arm's Length Transaction. The parties acknowledge that they have jointly entered into this Marital Dissolution Agreement, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against either party.

4.9. The parties acknowledge that they have read this instrument in its entirety and have signed this instrument and that this instrument is entered into freely, knowledgeably, in good faith and without exertion or duress, undue influence, fraud, coercion, misrepresentation, or for any reason not herein stated. The provisions of this Agreement and the 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.

4.10. No waiver of any breach or default hereunder or misrepresentation contained herein shall be implied from any omission of the non-defaulting party to take any action on account of such misrepresentation, breach, or default.

4.11. The parties shall promptly notify each other in writing of all matters which may give rise to a right of indemnification hereunder, and the indemnifying party shall have the right to settle and, at his/her own expense, to defend through counsel of his/her own choosing, any action which may be brought in connection therewith. In the event that the indemnifying party fails or refuses to contest any claim which may give rise to a right of indemnification hereunder, the other party may contest or settle such claim, which action shall not constitute a waiver of their rights hereunder.

4.12. Submission to Court. The parties acknowledge that this Marital Dissolution Agreement, subject to Court approval, shall be incorporated in and be made a part of any Decree of Divorce as may be entered hereafter.

Executed on this 23rd day of March, 1990 by the Wife, and on this 23rd day of March, 1990 by the Husband.

/s/Patricia Sue Norwood Buttrey
/s/ Ronald Don Buttrey

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Patricia Sue Norwood Buttrey with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of March, 1990.

/s/Kathy L. Hamilton
Notary Public

My Commission Expires: My Commission Expires Sept. 26, 1992

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ronald Dean Buttrey with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of March, 1990.

/s/Kathy L. Hamilton
Notary Public

My Commission Expires: My Commission Expires Sept. 26, 1992

It is further, ORDERED, ADJUDGED, and DECREED that the final costs in this cause be and are hereby taxed equally to the Plaintiff and Defendant.

Enter this 24 day of April, 1990.

James F. Everett, Jr.
Probate Judge

APPROVED FOR ENTRY:

M. Kelly Lish, Jr.

M. Kelly Lish, Jr.
Attorney for Wife
P.O. Box 162
Brentwood, TN 37024-0172
(615) 373-2183
Reg. No. 5991

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IDENTIFICATION

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been mailed to Ronald Dean Buttrey, 428 East Bend, Nashville, TN 37209, on this the 25th day of April, 1990.

M. Kelly Lish, Jr.
M. Kelly Lish, Jr.

cc: Patricia Sue Norwood Buttrey

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* TWNETY-FIFTH *day of* APRIL, *19* 89, *in Case Number* 89D-4000 *between* PATRICIA S. NORWOOD BUTTREY *Plaintiff, and* RONALD DEAN BUTTREY *Defendant, as same remains of record in Book* 54A, *Page* 693 *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* 29th *day of* AUGUST *in the year one thousand nine hundred and* NINETY *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter L. Adams *D.C.*

Form #GR-117