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1990 SEP -5 PM 3:35

CIRCUIT COURT CLERK

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

SHARON McDONOUGH GLAUS,
210 South Cary Drive
Auburn, Alabama 36830

Plaintiff/Wife,

v.

KENNETH WAYNE GLAUS,
1402 Ashwood Drive
Nashville, Tennessee 37212

Defendant/Husband.

NO. 90D-1053 BOOK 8193 PAGE 128

Map 108-7-A
Parcel 19.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 6th day of September, 1990, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff/Wife, upon the Marital Dissolution Agreement, which provides for the division of the parties' respective rights and interest in all jointly-owned property, and apportionment of the parties' debts; and provides for custody and support of the minor child of the parties' and which meets the guidelines established for child support; and upon all the pleadings from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint and sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff/Wife to an absolute divorce; that the Marital Dissolution Agreement heretofore executed by the parties is a fair and equitable apportionment of the marital property and debts, and should be approved; and that the ninety (90) day waiting period, as required by law, has elapsed;

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court that Plaintiff/Wife, Sharon McDonough Glaus, be, and she is hereby awarded an absolute divorce from the Defendant/Husband, Kenneth Wayne Glaus; that the Plaintiff be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. The Marital Dissolution Agreement is hereby approved by the Court, and each and every provision of said Agreement is hereby made the Decree of the Court, as is copied verbatim herein:

FILED
1990 SEP -6 PM 3:36
GEORGE L. ROGERS, CLERK
D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

SHARON McDONOUGH GLAUS,

Plaintiff,

vs.

KENNETH WAYNE GLAUS,

Defendant.

No. 90D-1053

BOOK 8193 PAGE 129

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Sharon McDonough Glaus and Kenneth Wayne Glaus, subject to the following premises, terms and conditions:

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Mrs. Glaus instituted divorce proceedings against Mr. Glaus on May 3, 1990, same being Civil Action No. 90D-1053 in the Probate Court for Davidson County, Tennessee; 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, child custody rights, 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.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties are the parents of two children, Carter McDonough Glaus, born September 22, 1988, and Elizabeth Claire Glaus, born February 3, 1990. Absolute care, custody and control of the parties' children shall be, and is hereby, vested in Mrs. Glaus. Mr. Glaus shall have reasonable visitation privileges with the parties' children. Mr. Glaus

is restrained from coming around the children while he is using or under the influence of alcohol. Mrs. Glaus is authorized to withhold visitation if Mr. Glaus is under the influence of alcohol at the time he comes to get the children for visitation. Mr. Glaus shall have visitation with the children in Auburn, Alabama or at such times as Mrs. Glaus elects to bring them to Tennessee. If Mr. Glaus moves from Tennessee he may have visitation in the state in which he resides at such times as Mrs. Glaus agrees.

2. As child support, Mr. Glaus shall pay Mrs. Glaus the sum of Eight Hundred Sixty Dollars ($860.00) per month. The first child support payment shall be due and payable directly to Mrs. Glaus on or as of the first day of September, 1990, and shall be due and payable each and every month thereafter until the youngest child attains age 18, graduates from high school, or the class of which she is a member graduates from high school, whichever occurs last. Such support shall not be reduced or pro-rated without prior Order of the Court.

3. In the event either, or both, of the parties' children should desire to attend college or vocational school upon his or her graduation from high school, Mr. Glaus agrees to pay all costs of a four-year college or vocational education for that child. The expenses to be paid by Mr. Glaus toward the college or vocational education for each child shall include, but not be limited to, tuition, room, board, fees, medical and dental expenses, books, and supplies. Each child shall have the right, after consultation with both parents, to select the college or vocational institution he or she desires to attend.

4. For so long as he is obligated to pay child support, medical insurance or college expenses pursuant to the terms of this Agreement, Mr. Glaus shall maintain in full force and effect a policy of major medical and hospitalization insurance covering each of the parties' children, paying all premiums required by the terms of the policy. In addition, Mr. Glaus shall pay any and all medical expenses incurred on behalf of the parties' children which are not covered by insurance, or which are within the deductible limits under the policy, including, but not limited to, doctor bills, hospital bills, prescription drug bills, dental bills, the cost of orthodontic examinations and braces, the cost of eye examinations, psychological or psychiatric expenses, including counselling, prescription

glasses and contact lenses, and any other expense for medical care of the parties' children. Mr. Glaus shall provide Mrs. Glaus with a copy of the policy and all cards, forms and other documents necessary to effectuate its use.

5. To secure his obligation for child support, medical expenses, and the education of the parties' children pursuant to the terms of this Agreement, Mr. Glaus shall maintain insurance on his life in the amount of Fifty Thousand Dollars ($50,000.00) and shall pay all premiums required by the terms of the policy or policies. He shall name Mrs. Glaus beneficiary of the policy as Trustee for the parties' children. In her capacity as Trustee, Mrs. Glaus shall be authorized to use the proceeds of the policy to fulfill Mr. Glaus's obligations pursuant to the terms of this Agreement and to provide generally for the health, education and welfare of the parties' children. Any funds remaining in the hands of the Trustee at such time as the parties' youngest child attains age 23 shall be divided equally between the parties' children. Mr. Glaus shall furnish Mrs. Glaus with a copy of the policy or policies and a copy of the appropriate beneficiary designation(s) on a yearly basis.

6. As a form of alimony, Mr. Glaus shall keep in full force and effect a policy of major medical and hospitalization insurance covering Mrs. Glaus, paying all premiums required by the terms of the policy for a period of three (3) years from the date of the divorce.

7. As periodic alimony, Mr. Glaus shall pay to Mrs. Glaus Three Hundred Dollars ($300.00) per month for thirty-six (36) months, subject to Mrs. Glaus' death or remarriage. The first payment shall be made September 1, 1990, and subsequent payments as specified above shall be made on the first day of each and every month thereafter for a total of thirty-six (36) months. Mr. Glaus' obligation to pay periodic alimony to Mrs. Glaus shall automatically terminate in the event of her death or remarriage. The parties acknowledge and agree that periodic alimony payments to be made by Mr. Glaus to Mrs. Glaus shall be deductible by him and taxable to her for purposes of calculating their respective Federal Income Tax liabilities.

8. Mr. Glaus shall maintain the Forty Thousand Dollar ($40,000.00) life insurance policy that Mr. Glaus presently owns on Mrs. Glaus' life and name Mr. Glaus as Trustee for the benefit of the minor children. In his capacity as Trustee, Mr. Glaus shall be authorized to use the proceeds of the policy to provide generally for the health, education and welfare of the parties' children. Any funds remaining in the hands of the Trustee at such time as the parties' youngest child attains age twenty-three (23) shall be divided equally between the parties' children. Mr. Glaus shall furnish Mrs. Glaus with a copy of the policy or policies and a copy of the appropriate beneficiary designation.

9. As Mrs. Glaus' shares of the stock in Overseas Partners, Ltd. and in the United Parcel Service Trust shares, Mr. Glaus shall pay to her Four Thousand Dollars ($4,000.00) to be paid One Hundred Dollars ($100.00) per month for forty (40) months, beginning September 1, 1990. Mrs. Glaus retains a lien on the home at 3010 Casa Drive, Nashville, Davidson County, Tennessee to secure this amount. Said real property is more particularly described as follows:

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> Davidson County, State of Tennessee, described as follows to-wit:
>
> A certain condominium apartment in Davidson County, Tennessee, described as follows: Unit No. 19, Lot No. 32, in a Horizontal Property Regime as shown on the condominium Site Plan, Section 2, Phase I, Patio Villa, as of record in Plat Book 5200, page 458, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Estelle R. Sullivan, unmarried by deed from Tenn Real, Inc., of record in Book 6093, page 4, Register's office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing restrictions and easements of record.

10. All right, title and interest of Mrs. Glaus in and to the parties' home located at 1402 Ashwood Avenue, Nashville, Davidson County, Tennessee, 37212, shall be, and is hereby, divested out of Mrs. Glaus and vested absolutely in Mr. Glaus. Mr. Glaus shall assume sole and separate responsibility for making the monthly payments secured by a mortgage on said residence and further agrees to hold Mrs. Glaus harmless from any

liability therefor. Mrs. Glaus shall execute a quitclaim deed conveying her interest in the property to Mr. Glaus.

11. All right, title and interest of Mrs. Glaus in and to the real estate owned by the parties at 3010 Casa Drive, Nashville, Davidson County, Tennessee, shall be, and hereby, divested out of Mrs. Glaus and vested absolutely in Mr. Glaus. Mr. Glaus shall assume sole and separate responsibility for making the monthly payments secured by a mortgage on said residence and further agrees to hold Mrs. Glaus harmless from any liability therefor. Mrs. Glaus shall execute a quitclaim deed conveying her interest in the property to Mr. Glaus.

12. All right, title and interest of Mr. Glaus in and to the parties household furnishings in the possession of Mrs. Glaus is hereby divested out of Mr. Glaus and vested absolutely in Mrs. Glaus, free of any claim by Mr. Glaus.

13. All right, title and interest of Mrs. Glaus in and to all household furnishings in possession of Mrs. Glaus are hereby divested out of Mrs. Glaus and vested absolutely in Mr. Glaus.

14. All right, title and interest of Mr. Glaus in and to the 1983 VW Rabbit automobile currently driven by Mrs. Glaus shall be, and is hereby, divested out of him and vested absolutely in Mrs. Glaus. This vehicle's title is presently being held as collateral for the loan to Third National Bank. Mr. Glaus agrees to assume sole and separate liability for the payment of this loan and to hold Mrs. Glaus harmless from any liability therefor.

15. All right, title and interest of Mrs. Glaus in and to the 1985 Sentra automobile currently being driven by Mr. Glaus shall be, and is hereby, divested out of her and vested absolutely in Mr. Glaus, free of any claim by Mrs. Glaus. This vehicle's title is presently being held as collateral for the loan to Third National Bank. Mr. Glaus agrees to assume sole and separate liability for the payment of this loan and to hold Mrs. Glaus harmless from any liability therefor.

16. All right, title and interest of Mrs. Glaus in and to the Third National Bank savings account styled jointly in the name of the parties is hereby divested out of Mrs. Glaus and vested absolutely in Mr. Glaus, free of any claim by Mrs. Glaus.

17. All right, title and interest of Mr. Glaus in and to the Third National Bank accounts on behalf of the children is hereby divested out of Mr. Glaus and vested absolutely in Mrs. Glaus as Trustee for the minor children.

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17. Mr. Glaus shall assume sole and separate responsibility for the payment of the ITT loan, Barclay's Bank, South Trust Visa, City Bank Visa, City Bank Mastercard, the Bank Card Center Visa, and any other debts in his name or in the joint name of the parties, and shall hold Mrs. Glaus harmless from any liability therefor.

18. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

19. Mr. Glaus agrees to assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of income earned and/or received by the parties during any year for which the parties file, or have filed, joint income tax returns. Further, Mr. Glaus agrees to hold Mrs. Glaus harmless from any liability for such income taxes, penalties and/or interest as may hereinafter be finally determined to be due.

20. 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.

21. In the event 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 whom such claim is made shall be entitled to recover for the other part 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.

22. In the event 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 also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

23. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Probate Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties.

24. 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, alimony, pensions, 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 Mrs. Glaus and Mr. Glaus, individually and jointly, or any property that either of them may acquire in the future.

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

26. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interests in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made

full disclosure to each other of their respective incomes, anticipated incomes, and all assets in which they have interests.

27. It is understood and agreed 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 in 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.

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

29. This Agreement is intended to be interpreted according to the laws of the State of Tennessee.

30. 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.

31. All court costs shall be paid by Mr. Glaus.

32. 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 deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

33. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

Sharon McDonough Glaus

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the aforesaid State and County, Sharon McDonough Glaus, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 6th day of September, 1990.

Notary Public

My Commission Expires: 9/26/92.

Kenneth Wayne Glaus

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the aforesaid State and County, Kenneth Wayne Glaus, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 23rd day of August, 1990.

Notary Public

My Commission Expires: 7/24/93.

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It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the costs of this cause shall be, and are hereby, taxed against the Defendant/Husband, for which execution may issue, if necessary.

It is finally **ORDERED, ADJUDGED AND DECREED** by the Court that execution may issue to enforce any of the provisions of this Decree.

ENTERED this the 6 day of Sept, 1990.

James R. Everett, Jr., Judge

APPROVED FOR ENTRY:

Frey & Barnes, P.C.

Sidney S. F. Bennett, #10371
Attorney for Plaintiff/Wife
150 Second Avenue, North
Suite 300
Nashville, Tennessee 37201
(615) 244-9410

PICK-UP

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FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

563 26

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed by U.S. Mail, postage pre-paid, to Kenneth Wayne Glaus, Defendant/Husband, 1402 Ashwood Avenue, Nashville, Tennessee, 37212, on this the 6 day of September, 1990.

Sidney S. F. Bennett

(sfb33\kem\2654)a:glaus.fdc

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* sixth *day of* September, *19* 90, *in Case Number* 90D-1053 *between* SHARON McDONOUGH GLAUS, *Plaintiff, and* KENNETH WAYNE GLAUS, *Defendant, as same remains of record in Book* 56B, *Page* 595 *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* tenth *day of* September *in the year one thousand nine hundred and* ninety *and in the* two hundred fifteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D.L. Rowland *D.C.*

Form #GR-117