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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

LISA GAIL TARPLEY)
)
v.) No. 90D-2737
)
BEN F. TARPLEY, III)

FINAL DECREE OF DIVORCE

This cause came on to be heard upon the 8th day of November, 1990, before the Honorable James R. Everett, Jr., Judge, upon the Wife's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, statement of counsel for the Wife, testimony of the Wife in open court, and the entire record. From all of which the Court finds that the Wife should be granted an Absolute Divorce from the Husband upon the grounds of Irreconcilable Differences. Further, the Court affirmatively finds that the Marital Dissolution Agreement entered into by and between the parties has made adequate and sufficient provision for the equitable division of property rights between the parties.

It is therefore ORDERED, ADJUDGED and DECREED that the Wife should be and is hereby awarded an Absolute Divorce from the Husband upon the grounds of Irreconcilable Differences, and should be and is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore executed by the parties, is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit

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IDENTIF. TREFERENCE

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FELIX Z. ANDERSON REGISTER
DAVIDSON COUNTY TN.

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MARITAL DISSOLUTION AGREEMENT

WHEREAS, Lisa Gail Tarpley, hereinafter referred to as the "Wife", and Ben F. Tarpley, III, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Wife in the Probate Court for Davidson County, Tennessee, and docketed at number 90D-2737, to which reference is specifically made; and,

WHEREAS, there are no children born of this marriage; and,

WHEREAS, the parties own some real property located in Davidson County, Tennessee, but no other, and some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

The parties acknowledge that they have already divided

between themselves all items of personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 1989 Honda Accord automobile which she drives as her vehicle, titled in her name, free and clear of any interest or claim of the Husband. The Wife agrees to indemnify and hold the Husband harmless from any liability for the encumbrance on this vehicle. It is further agreed by and between the parties that the Husband shall have as his sole property the 1983 Ford van and the 1981 Jeep CJ5 which are titled in his name, which vehicles are unencumbered, free and clear of any interest or claim of the Wife.

b) Bank Accounts. It is agreed that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they have no joint bank accounts.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the Wife prior to the marriage and located at 715 Cheryl Avenue, Madison, Davidson County, Tennessee, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from him and reinvested in the Wife. The property is more particularly described as follows:

LAND in Davidson County, Tennessee, being Lot Nos. 37 and 38 of Block "C" on the revised Map of Rainbow Terrace Subdivision as of record in Book 1130, Page 85, Register's Office for said County.

SAID Lots adjoin and front together 100 feet on the northerly side of Cheryl Avenue and runs back between parallel lines, 145 feet to dead line.

Subject to restrictions of record in Book 1380, page 88, Book 1535, Page 519, Book 2092, Page 568, Book 2201, Page 631 said Register's Office.

Being the same property conveyed to Lisa Gail Douglas, unmarried, by deed of record in Book 7059, Page 949, Register's Office for Davidson County, Tennessee. Lisa Gail Douglas being the same person as Lisa Gail Tarpley by virtue of marriage to Ben F. Tarpley, III.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that he shall indemnify and hold the Husband harmless thereon.

Upon execution of this Agreement, the Wife agrees to pay to the Husband the sum of TWO THOUSAND ($2,000.00) DOLLARS.

V. HUSBAND'S BUSINESS.

The parties acknowledge that the Husband is the owner of a business known as "G & B Maintenance and Repair" located in Davidson County, Tennessee. The Wife agrees that any interest that she might have in the aforesaid business shall be divested from her and reinvested in the Husband so that he shall own this business as his sole property, free and clear of any interest or claim of the Wife. The Husband agrees to be solely responsible for any encumbrances or liabilities the Wife may have incurred as a result of her interest, if any, in this business, and to indemnify and hold the Wife harmless thereon.

VI. RETIREMENT PLAN.

The parties acknowledge that the Wife has acquired an interest in a retirement/pension/profit sharing plan as a result of her employment. It is agreed by and between the parties that the Husband shall relinquish any claim or interest that he might have in the retirement/pension/profit sharing plan of the Wife

and that the interest of the Husband in the retirement/pension/profit sharing plan of the Wife shall be divested from him and reinvested in her, so that she shall own her retirement/pension/profit sharing plan as her sole property, free and clear of any interest or claim of the Husband.

VII. MARITAL DEBTS.

It is agreed by and between the parties that the Wife shall be solely responsible for the debt encumbering her automobile and for any other debts that she has acquired in her sole name. It is agreed by and between the parties that the Wife shall indemnify and hold the Husband harmless therefrom.

It is agreed by and between the parties that the Husband shall be solely responsible for his personal loan at the credit union and for any debts that he has acquired in his name and he shall indemnify and hold the Wife harmless thereon.

The parties acknowledge that they have no joint debts, other than those specifically set out herein.

VIII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

IX. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

X. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed equally to the parties.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about

the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. MAIDEN NAME RESTORED.

It is agreed by and between the parties that upon entry of a Final Decree of Divorce incorporating this Agreement, the Wife shall be restored to her maiden name of Douglas so that her legal name shall be Lisa Gail Douglas.

XIV. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XV. ESTATE WAIVER.

It is agreed by and 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 others property, including without limitation, dower, courtesy, 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/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XVI. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is

further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVII. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVIII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XIX. NO UNDUE INFLUENCE.

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.

XX. SEVERABILITY.

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

XXI. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-

acquired property as his or her sole property, free and clear of any interest or claim of the other.

WITNESS OUR HANDS, this 4th day of October, 1990 as to the Wife, and this 3rd day of Oct, 1990 as to the Husband.

Lisa Gail Tarpley
LISA GAIL TARPLEY

Ben F. Tarpley, III
BEN F. TARPLEY, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, LISA GAIL TARPLEY, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 4th day of October, 1990.

My Commission expires: 7-24-93

Brenda W. Duhall
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, BEN F. TARPLEY, III, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 3rd day of October, 1990.

My Commission expires: July 24, 1993

Elaine D. Benedict
NOTARY PUBLIC

It is further ORDERED, ADJUDGED and DECREED that Lisa Gail Tarpley should be and is hereby restored to her maiden name, so that her legal name shall be Lisa Gail Douglas.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause should be and are hereby taxed to the Husband, for which let execution issue if necessary.

ENTER this 8th day of ~~October~~ NV, 1990.

JUDGE

APPROVED FOR ENTRY:

MARY ARLINE EVANS
ATTORNEY FOR WIFE
214 Third Avenue North
P. O. Box 3348
Nashville, TN 37219-0348
(615) 244-2070
Sup. Court Reg. No. 12067

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to Ben F. Tarpley, III, 715 Cheryl Avenue, Madison, TN 37115, this the 8th day of November, 1990.

MARY ARLINE EVANS

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* 8th *day of* November, *19* 90, *in Case Number* 90D-2737 *between* Lisa Gail Tarpley *Plaintiff, and* Ben F. Tarpley, III *Defendant, as same remains of record in Book* 57C, *Page* 2227 *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* 20th *day of* Novmeber *in the year one thousand nine hundred and* ninety *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117