IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

PATRICIA ANN SHEARON,

Plaintiff,

v.

DAVID MARTIN SHEARON,

Defendant.

No. 89D-814

105-01-0
107

FINAL DECREE

This cause came on to be heard on November 30, 1990 before the Honorable Muriel Robinson Rice, Judge, upon plaintiff's Complaint for absolute divorce; upon the Marital Dissolution Agreement, which provides for custody and support of the parties' minor children, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of plaintiff, and the statements of counsel, from all of which the Court affirmatively found that the allegations of plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor children; that the Marital Dissolution Agreement should be approved; that the Answer heretofore filed by defendant has been withdrawn and defendant's Counterclaim has been dismissed; that plaintiff's current residence address is 661 Brick Church Lane, Whites Creek, Tennessee 37189, and defendant's current residence address is Route 3, Box 797, Highway 157, Leighton, Alabama 35646, and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

PATRICIA ANN SHEARON,	)	
	)	
PLAINTIFF,	)	
	)	
VS.	)	NO. 89D-814
	)	
DAVID MARTIN SHEARON,	)	
	)	
DEFENDANT.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between PATRICIA ANN SHEARON AND DAVID MARTIN SHEARON, 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. Shearon instituted divorce proceedings against Mr. Shearon on March 1, 1989, same being Civil Action No. 89D-814 in the Fourth Circuit 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 settle amicably 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 their property and other matters of concern.

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

1. The parties are the parents of two children, JONATHAN DAVID SHEARON, born December 14, 1982, and DANIEL MARTIN

SHEARON, born May 8, 1985. The parties agree that custody of their children shall be vested in Mrs. Shearon. Mr. Shearon shall have visitation privileges as follows:

(a) Every other weekend from Friday at 5:00 p.m. until 6:00 p.m. on Sunday;

(b) From Tuesday at 5:00 p.m. to Wednesday morning at 7:30 a.m. each week;

(c) On Thursday and Friday of Thanksgiving holidays in odd numbered years, and on Saturday and Sunday of Thanksgiving holidays in even numbered years;

(d) For one-half (1/2) of Christmas holidays each year to include Christmas Eve day until 9:00 p.m. in odd numbered years, and to include from 9:00 p.m. on Christmas Eve day throughout Christmas Day in even numbered years;

(e) During the children's spring vacation in even numbered years;

(f) On Memorial Day weekend (three days) in odd numbered years;

(g) On July 4th in even numbered years;

(h) During the Labor Day weekend (three days) in odd numbered years;

(i) For three weeks each summer, Mr. Shearon shall give Mrs. Shearon notice of the exact dates in writing prior to May 1st of each year.

(j) For two hours on each child's birthday each year.

As long as Mr. Sheraon continues to live in Alabama, the parties acknowledge that his visitation privileges need to be somewhat flexible and agree that he shall be allowed to visit the children every other weekend at times to be agreed upon by the parties upon three day's prior notice.

In excercising his visitation privileges, Mr. Shearon shall pick up the children and return the children to Mrs. Elizabeth Shearon's residence. The parties agree that the restraining order entered by the Court on May 19, 1989 shall

remain in full force and effect and be included as part of the Final Decree of Divorce.

Neither party shall spend the night in the presence of a person of the opposite sex to whom they are not related by blood or marriage when either or both of the children are also present.

2. As Child Support, Mr. Shearon shall pay Mrs. Shearon the sum of $161.00 per week. The parties acknowledge that this amount is in accordance with the child support guidelines based upon Mr. Shearon's current income. Payments shall be mailed by Mr. Shearon to Mrs. Shearon on Saturday of each and every week commencing Saturday, December 1, 1990. On or before April 15th of each year commencing April 15, 1991, each party shall furnish the other party with copies of all of his or her 1099's and W-2's reflecting income received by him or her during the preceding calendar year.

3. As additional child support, Mr. Shearon shall maintain major medical and hospitalization insurance on behalf of the parties' children and shall pay all medical and dental expenses incurred on their behalf which are not covered by insurance or which are within the deductible limits or the policy, including, but not limited to, doctor bills, dental bills, hospital bills, the cost of eye examinations, prescription glasses and contact lenses, the cost of orthodontic examinations and braces, the cost of prescription medicines, and the cost of psychiatric and/or psychological counseling. Mrs. Shearon shall notify Mr. Shearon prior to incurring any major expense which is not an emergency or normal medical or dental bill.

4. Mr. Shearon shall be entitled to claim the parties' children as dependants for purposes of calculating his income tax obligations. Mrs. Shearon shall sign any documents required by

the IRS for Mr. Shearon to claim the income tax deductions on the children.

5. The parties acknowledge that there are certain trust assets which are being held pursuant to an agreement recorded at Book 7224, page 282 in the Register's Office of Davidson County, Tennessee. The assets held in said trust, and the income therefrom, shall be used in accordance with the provisions of said trust which the parties acknowledge to be irrevocable.

6. To secure his obligations for the children pursuant to the terms of this agreement, and to provide generally for their health, education and support in the event of his death, Mr. Shearon shall maintain insurance on his own life in the amount of $150,000.00. Mrs. Shearon shall be made the owner of said policy or policies. Mr. Shearon may obtain term insurance should he deem it appropriate. Additionally, Mrs. Shearon shall be named the beneficiary of said policy(ies), as Trustee for the benefit of the parties' children. Mr. Shearon shall pay all premiums required to maintain said policy(ies) in full force and effect. In her capacity as trustee, Mrs. Shearon shall be, and is hereby, authorized to use the proceeds of said policy(ies) to fulfill all of Mr. Shearon's obligations for the children pursuant to the terms of this Agreement and to provide generally for their health, education and support. Mr. Shearon shall request that the insurance carrier notify Mrs. Shearon in the event the premiums are not paid in accordance with the requirements of the policy(ies). On each anniversary of the of the date of this Agreement, Mr. Shearon shall provide Mrs. Shearon with proof that said policy(ies) is(are) being maintained in full force and effect. At such time as parties' youngest child obtains age 23, Mrs. Shearon shall convey ownership of said policy(ies) to Mr. Shearon and he shall be free to discontinue payment of premiums to maintain said policy(ies) and/or change

the beneficiary thereof as he deems appropriate.

7. Mrs. Shearon shall receive all articles of household furnishings and personal property situated at her residence, 661 Brick Church Lane, or otherwise in her possession, free of any claim by Mr. Shearon and he shall receive all articles of household furnishings and personal property situated at his place of residence or otherwise in his possession, free of any claim by Mrs. Shearon.

8. All right, title and interest of Mr. Shearon in and to the 1986 Volvo automobile operated by Mrs. Shearon shall be, and is hereby, divested out of him and vested absolutely in Mrs. Shearon. Title to said vehicle shall be transferred to Mrs. Shearon free and unencumbered.

9. All right, title and interest of Mrs. Shearon in and to the the Honda automobile operated by Mr. Shearon shall be, and is hereby, divested out of her and vested absolutely in Mr. Shearon. Mr. Shearon shall assume sole and separate responsiblity for paying any indebtedness associated with the purchase and/or ownership of said vehicle and shall hold Mrs. Shearon harmless from any liability therefor.

10. All right, title and interest of Mr. Shearon in and to that certain property situated at 661 Brick Church Lane, Whites Creek, Davidson County, Tennessee, shall be, and is hereby, divested out of him and vested absolutely in Mrs. Shearon. Mrs. Shearon shall assume sole and separate responsiblity for paying the indebtedness secured by a mortgage on said property and shall hold Mr. Shearon harmless from any liability therefor. The parties acknowledge that Mr. Shearon's mother, Mrs. Elizabeth Shearon, owns a life estate in said property. Mr. Shearon warrants and represents that his Mother has agreed to quitclaim her interest in the property to Mrs. Patricia Shearon. Said quitclaim deed shall be executed by Mrs.

Elizabeth Shearon and delivered to Mrs. Shearon immediately upon execution of this Agreement. In the event Mrs. Patricia Shearon should decide to sell said property, she shall construct, at her own expense, a separate driveway to the residence of Mrs. Elizabeth Shearon to the existing driveway.

11. The parties acknowledge that they are partners with Mr. I Dyke Tatum and his Wife, Janet Tatum, in that certain partnership known as Shearon-Tatum Properties. Further, the parties acknowledge that the assets of said partenership include rental property situated at 1104 18th Avenue South and 171 B Kenner Avenue, Mr. and Mrs. Shearon own a fifty percent (50%) interest in the property situated at 1104 18th Avenue, South. Mr. and Mrs. Shearon own a forty percent (40%) interest in the property situated at 171 B Kenner Avenue. All right, title and interest of Mr. Shearon in and to his interest in the partnership known as Shearon-Tatum Properties shall be, and is hereby , divested out of him and vested absolutely in Mrs. Shearon. Further, all right, title and interest of Mr. Shearon in and to the assets of Shearon-Tatum Properties, including, but not limited to, the properties situated at 1104 18th Avenue , South and 171 B Kenner Avenue, shall be, and is hereby, divested out of him and vested absolutely in Mrs. Shearon. Mrs. Shearon shall hold Mr. Shearon harmless from any liability for debts associated with Shearon-Tatum Properties and/or the assets thereof, including but not limited to the debt to Metropolitan Federal secured by a Mortgage on the 18th Avenue property and the debt to First Investment Co. secured by a mortgage on the Kenner Avenue property.

12. All right, title and interest of Mrs. Shearon in and to that certain property situated at 2311 Riverside Drive shall be, and is hereby, divested out of her and vested absolutely in Mr. Shearon. Mr. Shearon shall assume sole and separate responsibility for paying all debts associated with the

ownership and/or purchase of said property and shall hold Mrs. Shearon harmless from any liability therefor including, but not limited to , the indebtedness due and owing First Union Mortgage Corporation which is secured by a mortgage thereon.

13. All right, title and interest of Mrs. Shearon in and to that certain property situated at 1110 McGavock shall be, and is hereby, divested out of her and vested absolutely in Mr. Shearon. Mr. Shearon shall assume sole and separate responsibility for paying all debts associated with the ownership and/or purchase of said property and shall hold Mrs. Shearon harmless from any liability therefor including, but not limited to, the indebtedness due and owing to Mrs. Lillian West which is secured by a mortgage thereon.

14. All right, title, and interest of Mrs. Shearon in and to that certain property situated at 907 Malquin Street shall be, and is hereby, divested out of her and vested absolutely in Mr. Shearon. Mr. Shearon shall assume sole and separate responsibility for paying all debts associated with the ownership and/or purchase of said property and shall hold Mrs. Shearon harmless from any liability therefor including, but not limited to, the indebtedness due and owing Fleet Funding Corporation which is secured by a mortgage thereon.

15. All right, title and interest of Mrs. Shearon in and to that certain property situated at 1002 Gillock Street shall be, and is hereby, divested out of her and vested absolutely in Mr. Shearon. Mr. Shearon shall assume sole and separate responsibility for paying all debts associated with the ownership and/or purchase of said property and shall hold Mrs. Shearon harmless from any liability therefor including, but not limited to, the indebtedness due and owing on a first mortgage to Glendale Federal (formerly Glenfed Mortgage Company) and on a second mortgage to Metropolitan Federal Savings & Loan

Association and which is secured by a mortgage thereon.

16. The parties acknowledge that certain properties situated on Brittany and Newhall Streets have been sold through foreclosure sales resulting in deficiencies on debts due and owing Metropolitan Federal Savings & Loan Association. Mr. Shearon shall assume sole and separate responsibility for paying the debts to Metropolitan Federal Savings & Loan Association relating to the Brittany and Newhall properties and shall hold Mrs. Shearon harmless from any liability therefor.

17. The parties acknowledge that they have been audited by the Internal Revenue Service for the tax year 1985 and that there is a resulting claim for back taxes, penalties and interest in the approximate amount of $20,000.00. Mr. Shearon shall assume sole and separate responsibility for paying all taxes, penalties and interest due and owing the Internal Revenue Service in connection with the filing of a joint federal income tax return by the parties for the calendar year 1985 and shall hold Mrs. Shearon harmless from any liability therefor.

18. The parties acknowledge that Mr. Shearon was formerly in the construction business operating through a company known as Shearon, Inc., a/k/a Shearon, Inc., Builders and Realtors, and a/k/a David Shearon Builder, Inc., (hereinafter Shearon, Inc.), which companies are now defunct. During the time of its operation, Shearon, Inc. undertook to construct, for resale, a residence situated at 105 Glendower Court, Nashville, Davidson County, Tennessee. The construction loan was obtained through Sovran Bank/Central South (formerly Commerce Union Bank). The lender contends that said loan was personally guaranteed by Mr. and Mrs. Shearon. The property at 105 Glendower Court has now been sold through foreclosure and a deficiency resulted. Sovran Bank/Central South has filed suit in the Chancery Court for Davidson County, Tennessee against Shearon Inc., a/k/a and d/b/a Shearon, Inc. Builders and Realtors, David M. Shearon, and

Patricia Shearon, same being Civil Action No. 90-1136-III. Mr. Shearon agrees to assume sole and separate responsibility for satisfying all claims of Sovran Bank/Central South against Mrs. Shearon in connection with the aforementioned litigation and shall hold Mrs. Shearon harmless from any liability therefor.

19. The parties acknowledge that they own certain rental property situated at 1020 16th Avenue, South, Nashville, Davidson County, Tennessee. Said property is encumbered by a Mortgage payable to Metropolitan Federal Savings & Loan Association. If Mr. Shearon is able to obtain a release, on or before December 1, 1990, by Sovran Bank/Central South of Mrs. Shearon from any and all liability on the bank's claim pursuant to the guaranty relating to the indebtedness incurred to construct the residence at 105 Glendower Court, which claim is the subject of the Chancery Court litigation referenced in paragraph 18 above, Mrs. Shearon shall immediately quitclaim her interest in the 16th Avenue property to Mr. Shearon and Mr. Shearon shall have no obligation to place said property on the market for sale unless the Internal Revenue Service, in seeking to enforce its claim for 1985 taxes, penalties and interest, should levy on any asset owned by Mrs. Shearon, in which event Mr. Shearon shall immediately satisfy the claim of the Internal Revenue Service or proceed with the sale of the 16th Avenue property. In any event Mr. Shearon does not obtain a release by Sovran Bank/Central South of its claim against Mrs. Shearon before December 1, 1990, or in the event the IRS should levy execution against any of Mrs. Shearon's assets and Mr. Shearon fails to immediately pay the IRS debt, the parties agree that the property situated at 1020 16th Avenue, South shall be immediately listed for sale with Ms. Lura Bainbridge at whatever price is recommended by Ms. Bainbridge and sold as soon as possible. The proceeds from the sale of said property shall be used to satisfy the outstanding mortgage indebtedness and all expenses of sale,

the claim of the IRS for 1985 taxes, penalties and interest, and the claim of Sovran Bank/Central South for the defeciency resulting from the foreclosure of the property at 105 Glendower Court, together with interest, attorney's fees and expenses relating thereto. All remaining proceeds, if any, shall be payable to Mr. Shearon. In the event the property at 1020 16th Avenue , South is listed for sale, Mrs. Shearon shall execute a quitclaim deed conveying her interest in said prperty to Mr. Shearon and cause said deed to be delivered to the closing of the sale of said property. Mr. Shearon shall assume sole and separate responsibility for paying all debts associated with the ownership and/or purchase of the property at 1020 16th Avenue South, including, but not limited to, the indebtedness secured by a mortgage in favor of Metropolitan Federal Savings & Loan, and shall hold Mrs. Shearon harmless from any liability for said debts. Mrs. Shearon shall be granted a lien on the property at 1020 16th Avenue South to secure Mr. Shearon's obligations pursuant to the terms of this paragraph.

20. All right, title and interest of Mrs. Shearon in and to Mr. Shearon's interest in that certain partnership known as Lama Terra, Ltd. shall be, and is hereby, divested out of her and vested absolutely in Mr. Shearon. Mr. Shearon shall assume sole and separate responsibility for paying all debts associated with said partnership interest and shall hold Mrs. Shearon harmless from any such liability.

21. All right, title and interest of Mrs. Shearon in and to lot 98B, plots 3 and 4, Forest Lawn Memorial Gardens of Nashville, Inc. shall be, and is hereby, divested out of her and vested absolutely in Mr. Shearon.

22. All funds on deposit in checking accounts, savings accounts, certificates of deposit, and similar accounts styled in the individual name of either party shall sole and separate property of the party in whose name each such account is styled,

free of any claim by the other party, with the exception of the Bank of Goodlettsville escrow checking account, which shall be distributed pursuant to paragraph 26 below.

23. All funds and assets in IRA accounts styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party.

24. With respect to any instance in which the parties have cosigned and/or guaranteed any indebtedness of Shearon, Inc., Shearon, Inc., Builders and Realtors, and/or David Shearon Builder, Inc., as between the parties, Mr. Shearon shall assume sole and separate responsibility for paying such indebtedness cosigned and/or guaranteed by the parties, or either of them and shall hold Mrs. Shearon harmless from any liability therefor. Mr. Shearon's obligation under this paragraph, however, shall not, in any way, be construed to create an assumption by him of any corporate debt which has not been previously cosigned and/or guaranteed by either Mr. and/or Mrs. Shearon.

25. Mr. Shearon shall receive the funds on deposit in the rental checking account at the Bank of Goodlettsville account #200-491-7, with the exception of any rent monies on deposit in said account relating to 171 B Kenner and 1104 18th Avenue, which monies shall be paid to Shearon-Tatum properties.

26. Funds on deposit in the escrow checking account at the Bank of Goodlettsville, account # 100-483-2, shall be turned over to Mr. Shearon for safekeeping by him on behalf of the tenants for whom said funds have been escrowed, with the exception of any escrow monies relating to 171 B Kenner and 1104 18th Avenue, South, which monies shall be turned over to Shearon-Tatum Properties for safekeeping on behalf of those tenants.

27. All right, title and interest of Mr. Shearon in and to funds on deposit in Bank of Goodlettsville account #

0142945008 styled in the names of Daniel and Patricia Shearon shall be, and is hereby, divested out of him and vested absolutely in Mrs. Shearon.

28. All right, title and interest of Mr. Shearon in and to funds on deopsit in Bank of Goodlettsville account # 142950705 styled in the names of Jonathan and Patricia Shearon shall be, and is hereby, divested out of him and vested absolutely in Mrs. Shearon.

29. All right, title and interest of Mrs. Shearon in and to Mr. Shearon's interest in Shearon-Abbottsford Joint Venture shall be, and is hereby, divested out of her and vested absolutely in Mr. Shearon. Mr. Shearon shall assume sole and separate responsibility for paying any indebtedness associated with said joint venture and shall hold Mrs. Shearon harmless from any liability therefor. Mrs. Shearon shall execute whatever documents Mr. Shearon desires to transfer her interest in said partnership to Mr. Shearon or to any third party or institution deemed appropriate by Mr. Shearon.

30. Each party shall be responsible for paying all credit cards and charge accounts in their individual names and shall hold the other party harmless from any liability therefor. Each party warrants and represents to the other that there are no joint credit cards and charge accounts of which he or she has knowledge.

31. Subject to the requirements of paragraph 6 above, all life insurance policies on the life of either party, including any cash surrender value therein, shall be the sole and separate property of the party whose life is insured, free of any claim by the other party. Each party shall assume sole and separate responsibility for paying any indebtedness relating to policies he or she receives and shall hold the other party harmless from any liability therefor.

32. All right, title and interest of Mr. Shearon in

and to the insurance policies on the lives of the parties' children shall be, and is hereby, divested out of him and vested absolutely in Mrs. Shearon.

33. All right, title and interest of Mr. Shearon in and to the stock and assets in the Hilliard Lyons brokerage/liquid asset and Hilliard Lyons CEF money market portfolio accounts styled in the name of Mrs. Shearon shall be, and is hereby divested out of him and vested absolutely in Mrs. Shearon.

34. All right, title and interest of Mr. Shearon in and to the promissory notes executed by Carl and Shirley Cotton, James and Susan LaBerge, and P. Al and Conchita Pecache shall be, and is hereby, divested out of him and vested absolutely in Mrs. Shearon. Mr. Shearon hereby assigns, quitclaims, transfers, and conveys his interest in the aforementioned notes to Mrs. Shearon. Further, Mr. Shearon warrants and represents to Mrs. Shearon that he has no knowledge of the whereabouts of the original notes signed by Mr. and Mrs. LaBerge and Mr. and Mrs. Pecache. In the event Mr. Shearon should ever locate said notes, he shall immediately make their whereabouts known to Mrs. Shearon and in the event he is able to do so, he shall immediately cause possession of same to be delivered to Mrs. Shearon.

35. Each party shall be responsible for paying their own attorney's fees and expenses incurred in connection with the pending divorce proceedings and in connection with the negotiation of this Agreement.

36. Mr. Shearon shall pay the court costs associated with the pending divorce proceedings.

37. Except as otherwise provided herein, Mr. Shearon agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and further agrees to hold Mrs. Shearon harmless from any liability

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

38. 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. 523(a) (5) which is not dischargeable in bankruptcy as to the other party.

39. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which the other party is 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 from the responsible party the amount of any payment her or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees. This provision shall specifically exclude any attorney's fees and expenses previously incurred by Mrs. Shearon in any lawsuits pending at the time of execution of this Agreement.

40. In the event it becomes reasonable necessary for either party to institute legal proceedings to procure for 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.

41. It is understood and agreed between the parties that this Agreement shall be understood and agreed between the

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

42. 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 by the terms of this Agreement. This Agreement applies to all property now owned by Mrs. Shearon and Mr. Shearon, individually or jointly, or any property that either of them may acquire in the future.

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

44. The parties acknowledge that there are no 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 full disclosure to each other of all assets in which they have an interest.

45. Each party represents to the other and acknowledges 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.

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

47. In the event 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.

48. It is understood and agreed between the parties that, as part of the consideration for 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.

49. 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.

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

Patricia Ann Shearon
PATRICIA ANN SHEARON

David Martin Shearon
DAVID MARTIN SHEARON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, LaRhonda H. Maxey, a Notary Public in and for the aforesaid State and County, PATRICIA ANN SHEARON, 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.

Witness my hand in Nashville, Tennessee this 27th day of November, 1990.

LaRhonda H. Maxey
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-23-94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Kristy L. Clark, a Notary Public in and for the aforesaid State and County, DAVID MARTIN SHEARON, the within named bargainor, with whom I personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 31st day of October, 1990.

Kristy L. Clark
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-17-94

It is further ORDERED, ADJUDGED AND DECREED that a lien shall be, and is hereby, granted the plaintiff, Patricia Ann Shearon, on the following described property to secure the obligations of David Martin Shearon pursuant to paragraph 19 of the Marital Dissolution Agreement incorporated herein by reference and that David Martin Shearon shall execute a deed of trust relating to said property to further effectuate said lien:

> Land in Davidson County, Tennessee, being Lot No. 128 on the Plan of M.A. Spurr's Subdivision of Lot No. 8 in Boyd Ament Tract, as of record in Book 21, Page 83, Register's Office for said County. Said Lot No. 128 fronts 50 feet on the easterly side of 16th Avenue, South, formerly Belmont Avenue, and runs back between parallel lines 151 feet to an alley.
>
> Being the same property conveyed to David M. Shearon and wife, Patricia A. Shearon from James H. Fleming, Jr. and wife, Nancy Fleming, by deed of record in Book 6417, Page 511, Register's Office of Davidson County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED that plaintiff, Patricia Ann Shearon, shall be, and is hereby, awarded an absolute divorce from defendant, that she 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.

It is further ORDERED, ADJUDGED AND DECREED that the defendant, David Martin Shearon, shall be, and is hereby, enjoined from entering the residence at 661 Brick Church Pike, Whites Creek, Tennessee, at any time and/or for any purpose. Further, Mr. Shearon shall be, and is hereby, enjoined from taking, tampering with, in any way disabling or interfering with Mrs. Shearon's operation of the 1986 Volvo at any time and/or any place.

It is further ORDERED, ADJUDGED AND DECREED that the child support required by the terms of this Order shall not be reduced or prorated unless specifically ordered by the Court.

It is further ORDERED, ADJUDGED AND DECREED that the amount of child support agreed upon between the parties conforms to the child support award guidelines established by the Department of Human Services pursant to Tennessee Public Chapter 206, Acts of 1989.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against David Martin Shearon.

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

This the 30th day of Nov., 1990.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

FARRIS, WARFIELD & KANADAY

By: _____

JAMES G. MARTIN III
Sup. Ct. No. 3083
Attorney for Plaintiff,
Patricia Ann Shearon
Suite 1900
Third National Financial Center
Nashville, Tennessee 37219
615-244-5200

LACKEY, RODGERS, PRICE & SNEDEKER

By: Clara Byrd

CLARA BYRD
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IDENTIF. TREFERENCE

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FELIX Z. DAVIDSON COUNTY TN.

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BOOK 8246 PAGE 262

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* Thirtieth *day of* November, *19* 90, *in Case Number* 89D-814 *between* Patricia Ann Shearon *Plaintiff, and* David Martin Shearon *Defendant, as same remains of record in Book* 192B, *Page* 624 *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* 30 *day of* November *in the year one thousand nine hundred and* Ninety *and in the* 215 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings *D.C.*

Form #GR-117