IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHERRIE DAWN ECKERT,

Plaintiff,

vs.

KENNETH HOWARD ECKERT,

Defendant.

No. 90D-2267

136-11
410

FINAL DECREE

This cause came on ~~to be~~ heard on February 7, 1991 before the Honorable ~~Muriel Robinson Rice~~ Phillip Robinson Sr., Judge of the Fourth Circuit Court of Davidson County, Tennessee upon original complaint filed by wife for absolute divorce and after testimony of wife and introduction of the marital dissolution agreement, the court was of the opinion that wife should be granted an absolute divorce on the grounds of irreconcilable differences and the marital dissolution agreement approved.

It is therefore ordered by the court that wife be and the same is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person and the bonds of matrimony heretofore existing are forever and perpetually dissolved.

It is further ordered by the court that the marital dissolution agreement entered into by and between the parties is affirmatively found by the court to make for an equitable settlement of the parties party rights and for adequate and sufficient provisions for the custody and maintenance for the parties' minor child. Said agreement is approved and made a part of this final decree which reads and words as follows:

7516 02/19 0101 03CHECK 42.00

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

SHERRIE DAWNE ECKERT,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 90D-2267
	)	
KENNETH HOWARD ECKERT,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1990, by and between Sherrie Dawne Eckert, hereinafter referred to as "Wife", and Kenneth Howard Eckert, hereinafter referred to as "Husband", both residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS the parties hereto were married on May 6, 1978, in Nashville, Tennessee, and unto this marriage one child was born, namely: Christopher William Eckert, born October 12, 1983, present age 7 years, hereinafter referred to as the minor child, and;

WHEREAS the wife has instituted divorce proceedings against the husband seeking an absolute divorce in the Fourth Circuit Court of Davidson County, Tennessee, being Civil Action Number 90D-2267 and

WHEREAS the parties are desirous of providing for the custody, maintenance and support of their said minor child; and

WHEREAS the parties have acquired certain property and the desire to enter into an agreement respecting their rights, title and interest in such property; and

WHEREAS the parties now desire to clarify, amplify and make more specific their respective rights and obligations.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the wife and the husband as follows:

SEPARATE RESIDENCES

1. Certain irreconcilable differences have arisen between the parties since their marriage, and they now live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way.

2. It is, and shall be, lawful for the parties hereto at all times to live separate and apart from each other and to reside from time to time at such place or places as each of such parties may see fit and to contract, carry on and engage in any employment, business, or trade, which either may deem fit, free from control, restraint, or interference, direct or indirect, by the other in all respects as if such parties were sole and unmarried.

3. Neither party shall in any way molest, disturb, or trouble the other or interfere with the peace and comfort of the other or compel or seek to compel the other to associate, cohabit, or dwell with him or her by any means whatsoever.

ARTICLE II

CHILD CUSTODY

The wife shall have absolute custody of the unemancipated child during his minority and is hereby granted his exclusive supervision, control and care.

The Wife or Husband shall not remove the child from the jurisdiction of the Court except for vacations, holidays or special events and only then upon 24 hours notice to the other party.

ARTICLE III

VISITATION RIGHTS

The husband shall have overnight visitation rights two (2) weeks per year and every other weekend, with holidays to be agreed upon between the parties. Weekend visitation to be defined as from 5:30 p.m. Friday until 10:00 a.m. Sunday.

Husband and Wife agree that during times of physical custody of the child, neither party shall have overnight visitors/guests of the opposite sex except for family members.

ARTICLE IV

CHILD SUPPORT

1. The husband shall pay to the wife the sum of $531.00 per month as and for child support. Payments of child support, as herein provided and as modified from time to time by court order, shall continue until the child is emancipated. Payments to be mailed on the last day of each month.

2. In addition to the foregoing, the husband shall maintain in full force and effect hospitalization and major medical insurance covering the child until his emancipation. In the event of a failure to provide such insurance the husband shall promptly pay, and forever save, hold harmless, and indemnify the wife on account of all charges reasonably and necessarily incurred on behalf of the child for medical, dental, hospitalization, and surgical expenses, including cosmetic or psychiatric treatment. The wife agrees to consult with the husband with respect to the need therefor, except in cases of emergency.

3. Any and all such expenses incurred by or on behalf of the minor child not covered by such insurance shall be paid by the husband.

4. Husband agrees to maintain existing life insurance policies with the minor children listed as beneficiary.

ARTICLE V

INCOME TAX RETURNS

1. The husband hereby agrees that he will forever save, hold harmless, and indemnify the wife on account of all tax levies, assessments, or fines arising out of any income tax returns heretofore filed jointly by the parties to the extent that the same are applicable to any item other than the wife's independent income.

2. The husband shall be entitled to claim the dependency exemptions for the minor child on all future federal income tax returns. The wife agrees to provide the husband with such documentation as may be required by the Internal Revenue Service to effectuate the claim for such dependency exemptions. The wife therefore agrees not to claim the child as a dependent for federal

income tax purposes and concedes that the husband shall have the exclusive right so to do.

ARTICLE VI

PERSONAL PROPERTY

1. The wife shall receive, free from any claim of the husband, the following personal property:

(a) All of her personal effects, including jewelry, clothes and gifts she has received.

(b) Wife shall assume and pay the indebtedness of the 1986 Pontiac Fiero G.T. Husband shall continue to secure said indebtedness with his U.P.S. stock. Wife shall indemnify and hold Husband harmless on the indebtedness. Title to the 1986 Pontiac Fiero G.T. shall be transferred to wife after all payments have been made.

2. The husband shall receive, free from any claim of the wife, the following personal property:

(a) All tools

(b) All of his personal effects, including jewelry, clothes and gifts he has received.

(c) All United Parcel Service (U.P.S.) stock, all U.P.S. savings plans, retirement plans and thrift plans acquired by Husband and proceeds therefrom. Wife shall execute any and all documents necessary to effectuate any claim she may have to same.

(d) 1985 Toyota Cressida which is currently in Husband's possession.

(e) 1973 V.I.P. Tri-hull Boat, and its trailer, motor and accessories which is in his possession. In the event of sale, Husband and Wife agree that the Husband shall receive the first Fifteen Hundred ($1,500.00) Dollars of the proceeds from the sale of said boat, with all proceeds in excess of Fifteen Hundred ($1,500.00) Dollars to be divided equally between the parties.

(f) Husband assumes all liability for the Sovran Bank Home Equity Loan executed by the parties and agrees to hold wife harmless.

(g) Husband to assume all liability and hold wife harmless for all debts represented by the jointly-owned MasterCard as of July 1, 1990, and all debts thereafter charged, by Husband.

3. All other personal property has been divided and is in possession of the true owner.

ARTICLE VII

REAL PROPERTY

1. The parties presently own, as tenants by the entirety, the real property commonly known as 3621 Woodbridge Drive, Nashville, Davidson County, Tennessee more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 384 on the Plan of Priest Lake Park, Section 6, as of record in Book 5050, pages 21 and 22, said Register's Office.
>
> Said Lot No. 384 fronts a total of 84.79 on the southerly side of Woodbridge Drive and runs back 205.02 feet on the easterly line and 221.09 feet on the westerly line to a line in the rear, which is a broken line measuring 213.10 feet.
>
> Being the same property conveyed by deed of even date and being recorded simultaneously herewith.

It is agreed between the parties that the wife shall be and hereby is divested of any and all interest in said real property and said real property is vested solely and entirely in Husband. Wife shall execute all documents necessary for the transfer of said property. Husband shall assume all indebtedness, including insurance and 1990 property taxes for said real property.

ARTICLE VIII

MUTUAL RELEASE AND DISCHARGE OF GENERAL CLAIMS

Subject to the provisions of this agreement, each party has remised, released, and forever discharged, and by these presents does for himself or herself, and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of and from all causes of action, claims, rights, or demands whatsoever, in law or in equity, which either of the parties hereto ever had, or now has, against the other, except any or all cause or causes of action for divorce or separation, and any defenses either may have to any divorce or separation action now pending, or hereafter brought by the other.

ARTICLE IX

MUTUAL RELEASE AND DISCHARGE OF CLAIMS IN ESTATES

Each party hereby releases, waives and relinquishes any and all rights which he or she may now have, or may hereafter have, as the other party's spouse under the present or future laws of any jurisdiction (a) to share in the estate of the other party upon the latter's death; and (b) to act as executor or administrator of the other party's estate. This provision is intended to, and shall, constitute a mutual waiver by the parties to take against each other's wills, now or hereafter in force, under the present or future laws of any jurisdiction whatsoever. The consideration for each party's waiver and release is the other party's reciprocal waiver and release. The parties intend, by the aforesaid waiver and release, to relinquish any and all rights in and to each other's estate, including the rights of set-off, any and all distributive shares and all rights of election presently provided for in any statute of this or any other jurisdiction.

ARTICLE X

FURTHER ASSURANCES

The husband and wife shall, at any and all times, upon request by the other party or his or her legal representatives, make, execute, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this agreement, without charge therefor.

ARTICLE XI

WAIVER OF OTHER PROVISIONS FOR SUPPORT

The wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate, and satisfactory to her, and in keeping with her accustomed standard of living and her reasonable requirements, giving consideration to her own ability to provide for her own support. The wife, therefore, accepts these provisions in full and final settlement and satisfactions, and she hereby releases and discharges the husband absolutely and forever, for the rest of her life, and from

any and all claims, and demands, past, present, or future, for support and maintenance, except as contained in this agreement.

ARTICLE XII

CHANGE OF ADDRESS

The parties hereby agree that each will notify the other by certified mail of any change of address, and/or telephone number within five days of the date of such change.

ARTICLE XIII

LEGAL REPRESENTATION

The parties represent to each other that the wife has been represented by Jack A. Butler, Attorney, First American Center, Suite 2395, Nashville, Tennessee, and the husband has been represented by David J. Waynick and Andrew M. Cate, 211 Donelson Pike, Nashville, Tennessee, as their respective attorneys.

ARTICLE XIV

FULL DISCLOSURE

Both the legal and practical effect of this agreement in each and every respect and the financial status of the parties have been fully explained to both parties by their respective counsel, and they both acknowledge that it is a fair agreement and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other or by any other person or persons upon either.

ARTICLE XV

MODIFICATION AND WAIVER

Neither this agreement nor any provision thereof shall be amended or modified or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this agreement. It is further understood by the parties that after this agreement has been approved by the court and incorporated into a decree that it becomes the order of the court and may be changed only by a subsequent order of the court. Any waiver by either party of any provision of this agreement or any right or operation hereunder shall not be controlling, nor shall it prevent or estop such party from thereafter enforcing such provision, right, or option, and the failure of either party to

insist in any one or more instances upon the strict performance of any of the terms or provisions of this agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

ARTICLE XVI

GOVERNING LAW

All matters affecting the interpretation of this agreement and the rights of the parties hereto shall be governed by the laws of the State of Tennessee.

ARTICLE XVII

SEPARABILITY

In case any provision of this agreement should be held to be contrary to, or invalid under, the laws of the State of Tennessee, such illegality or invalidity, shall not affect in any way other provisions hereof, all of which shall continue, nevertheless, in full force and effect.

ARTICLE XVIII

RECONCILIATION

This agreement shall not be invalidated or otherwise affected by a reconciliation between the parties hereto, or a resumption of marital relations between them unless said reconciliation or said resumption be documented by a written statement, executed and acknowledged by the parties with respect to said reconciliation and resumption, setting forth that they are cancelling this agreement.

ARTICLE XIX

EFFECTIVE DATE

Except where otherwise provided for, the effective date of this agreement shall be deemed to be the date of the last signature hereto.

ARTICLE XX

INDEPENDENT COVENANTS

Each respective right and obligation of the parties hereunder shall be deemed independent any may be enforced independently irrespective of any of the other rights and obligations set forth herein.

ARTICLE XXI

ENTIRE UNDERSTANDING

This agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

ARTICLE XXII

COURT COSTS

The husband shall pay the costs of this cause.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands the day and year first above written, in Davidson County, Tennessee, and they acknowledge that the provisions of this agreement shall be binding upon their respective heirs, assigns, executors, and administrators.

Sherrie Eckert
Sherrie Dawne Eckert

Kenneth H. Eckert
Kenneth Howard Eckert

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 bargainor, Sherrie Dawne Eckert, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within agreement for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee this 13th day of December, 1990.

Rosalie M. Leach
Notary Public

My commission expires: 3-11-91

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 bargainor, Kenneth Howard Eckert, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within agreement for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee this 7th day of December, 1990.

Charlotte L. Rhodes
Notary Public

My commission expires: 3-3-92

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
Kenneth H. Eckert 3621 Woodbridge Dr. Nashville, TN 37217	SAME	Map. _____ Parcel

This instrument prepared by: Waynick & Cate (DJW)
P.O. Box 148058, Nashville, TN 37214 (This instrument prepared from information furnished by parties)

Q U I T C L A I M D E E D

For and in consideration of the mutual covenants contained in the Marital Dissolution Agreement filed in the Fourth Circuit Court of Davidson County, Tennessee, on the _____ day of _____, 1990 (and no monetary consideration), I Sherrie Dawne Eckert, by these presents do hereby quitclaim, grant, and convey unto Kenneth H. Eckert his successors and assigns, all my right, title and interest, including any marital interest, in the following described tract of land in Davidson County, Tennessee, to wit:

> Land in Davidson County, Tennessee, being Lot No. 384 on the Plan of Priest Lake Park, Section 6, as of record in Book 5050, pages 21 and 22, said Register's Office.
>
> Said Lot No. 384 fronts a total of 84.79 on the southerly side of Woodbridge Drive and runs back 205.02 feet on the easterly line and 221.09 feet on the westerly line to a line in the rear, which is a broken line measuring 213.10 feet.
>
> Being the same property conveyed to Kenneth H. Eckert and wife Sherrie Eckert by deed from Security Financial Mortgage Corp. recorded in the Register's Office for Davidson County, Tennessee in Book _____, Page _____.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $ 0.00

_____
Affiant

Subscribed and sworn to before me this _____ day of _____, 1990.

_____
Notary Public

My commission expires: _____

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 13th day of December, 1990.

Sherrie Dawne Eckert
Sherrie Dawne Eckert

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 8294 PAGE 255

Personally appeared before me, the undersigned, a Notary Public in and for said County and state, the within named Sherrie Dawne Eckert, the bargainor, 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 13th day of December, 1990.

Rosalee M. Roach
Notary Public
My Commission Expires: 3-11-91

It further appears to the court that the child support herein ordered complies with the statutory guidelines.

It further appears to the court that wife's address is 500 Piccadilly Row, 98 Building 12, Antioch, Tennessee and husband's address is 3621 Woodbridge Drive, Nashville, Tennessee.

Enter this 7th day of Feb., 1991.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER, 2838
First American Center
315 Deaderick Street
Suite 2395, 23rd Floor
Nashville, Tennessee 37238-2395
(615) 244-3300
Attorney for Wife

FILED
FEB 19 9 35 AM '91
DAVIDSON COUNTY, TN.

IDENTIF. REFERENCE

93414

CERTIFICATE OF SERVICE

I hereby certify that I have mailed or hand-delivered an exact copy of the foregoing pleading to David J. Waynick, 211 Donelson Pike, Suite 2, Nashville, Tennessee, 37214, on this 7 day of Feb., 1991.

Jack A. Butler

PLD/9p.4

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* 7th *day of* February, *19* 91, *in Case Number* 90D-2267 *between* Sherrie Dawn Eckert *Plaintiff, and* Kenneth Howard Eckert *Defendant, as same remains of record in Book* 194A, *Page* 319 *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* 12th *day of* February *in the year one thousand nine hundred and* ninty-one *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ D.C.