195C/1788

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

JAMES HOWARD PETTUS,)
)
PLAINTIFF,)
)
VS.) NO. 91D-48
)
VICKIE RUTH PETTUS,)
)
DEFENDANT.)

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FINAL DECREE

This cause came on to be heard on the 9th day of April, 1991, before the Honorable Muriel Robinson-Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff in this cause, James Howard Pettus. Based upon the testimony of the Plaintiff, statements of counsel for the Plaintiff, the Defendant being before this Court having entered into a written notarized Marital Dissolution Agreement, making specific reference to this action by cause or docket number, and by signing of such Agreement, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences; and,

IT IS THEREFORE ORDERED, ADJUDGED and DECREED:

1. That the Plaintiff, James Howard Pettus, is hereby awarded an absolute divorce from the Defendant, Vickie Ruth Pettus, on the grounds of Irreconcilable Differences, T.C.A. Section 36-4-103, and is hereby restored to all rights and privileges of an unmarried person. Pursuant to T.C.A. Section 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights and obligations between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

24.52 05/15 0101 03CHECK
39.00

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is hereby entered into this 4th day of March, 19 91, by and between VICKIE RUTH PETTUS, hereinafter referred to as "Wife", and JAMES HOWARD PETTUS, hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which are irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties captioned as James Howard Pettus v. Vickie Ruth Pettus, Case No. 91D-48; and,

WHEREAS, it is the decision of the parties insofar as they are able with the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, obligation for the 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 effective with respect to all of their property and other matters and concerns subject to the approval of a Court of competent jurisdiction; and,

WHEREAS, both of these parties have been advised of their respective rights, obligations and responsibilities, one to the other, or have had the opportunity to have been so advised by counsel;

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

1. Each party shall be free from the interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other or compel or endeavor to compel the other to cohabit from this date hereafter.

2. The parties hereto acknowledge that there are no minor children born of their marriage and therefore no provision need be made for custody, child support and visitation. However, the youngest son, Michael Jason Pettus, age 18, (D/O/B: 11/16/72) is presently in high school, and will graduate with his graduating high school class in May or June of 1991. No child support will be required from Wife because of her present income, however, Wife agrees to maintain health insurance on the child until he graduates with his graduating class, and any premium cost shall be borne by Wife. It is agreed that any expense over and above the deductible for health care for Jason shall be borne equally by the parties.

3. The current address of the Wife is as follows:

Vickie Ruth Pettus
652 Burges Drive
Nashville, TN 37209

The current address of the Husband is as follows:

James Howard Pettus
8006 Esterbrook Drive
Nashville, TN 37221

4. PERSONAL PROPERTY --

It is agreed between the parties that all right, title and interest to the personal property of the Wife as scheduled on Exhibit I attached to this Agreement shall become the sole and separate property of the Wife free of any further claim of the Husband. It is likewise agreed that all right, title and interest to the personal property of the Husband as scheduled on Exhibit II attached to this Agreement shall become the sole and separate property of the Husband free of any further claim of the Wife. Husband shall be entitled to his funds presently on deposit at the Sovran Bank in his savings and checking account and, likewise, Wife will be entitled to receive, free of any further claim of Husband, any funds she has in her checking and/or savings accounts.

5. AUTOMOBILES --

Wife shall take the 1991 Chevrolet Cavalier automobile, and be responsible for any indebtedness owed on said vehicle, holding

the Husband harmless for any indebtedness owed thereon. Husband shall take the 1989 Ford Ranger, and be responsible for any indebtedness owed on said vehicle, holding the Wife harmless for any indebtedness owed thereon.

6. DEBTS --

Wife will assume and hold Husband harmless and indemnify him from the $4,000.00 loan presently owed to her mother. She will be responsible and hold Husband harmless and indemnify him from any obligation owed to Sears & Roebuck, American Express, Visa through Towson of Maryland, and Castner Knotts, all of these debts presently in Wife's name. Husband will assume and hold Wife harmless and indemnify her from any further indebtedness owed on the Master Card through Citibank, Dillard's, and Visa in Husband's name through First U. S. Bank. The Husband will assume and hold Wife harmless from any debt that may be owed for monies given to the parties by Husband's family during their marriage.

7. REAL ESTATE --

The parties own a house and lot located at 8006 Esterbrook Drive, Nashville, Davidson County, Tennessee, 37221, which is herein more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 136 on the Plan of Harpeth Park, Section II, as of record in Book 3700, page 58.
>
> Said Lot No. 136 fronts 103 feet on the northerly side of Esterbrook Drive and extends back 95.22 feet on the easterly line and 169.52 feet on the westerly line, to a dead line measuring 108.7 feet thereon.
>
> Being the same property conveyed to James Howard Pettus and wife, Vickie R. Pettus, by Deed from Elton C. Hall, and wife, Betty L. Hall, of record in Deed Book 6872, Page 535, Register's Office for Davidson County, Tennessee.
>
> Map and Parcel Reference No. 128-14-138.

It is agreed that within thirty (30) days of the date of any settlement or verdict the Husband may receive from his action for damages as a result of a motor vehicle collision, which occurred on August 10, 1990, in Davidson County, Tennessee, Husband shall pay to Wife one-half (1/2) of the net equity in the aforedescribed real estate, on the basis of the appraisal by

Horace U. Henley, SRA, on January 4, 1991, and that such appraisal valuing the property in the amount of $76,000.00. Husband shall pay to Wife the sum of $3,772.17, without interest, as her one-half (1/2) equity in the aforedescribed real estate, and Wife upon receipt of said payment, shall execute a Quitclaim Deed for any interest she may have in said property to the Husband, free of any further right, title or interest. Husband will indemnify and hold the Wife harmless for any further indebtedness on said property. However, in the event Husband cannot obtain a settlement or a verdict within one (1) year, Husband shall pay to Wife her one-half (1/2) equity as aforestated by the end of one (1) year from the date of execution of this Agreement.

8. CHOSES IN ACTION --

Husband was injured in a motor vehicle accident, and he is presently receiving medical treatment. It is agreed that all right, title, and interest in any chose of action he may have, including the rights to any recovery for such personal injury and/or property damage as a result of such collision on the 10th day of August, 1990, shall become his sole and separate property, free of any further claim of right, title, or interest by the Wife.

9. PENSIONS AND IRA'S PROFIT SHARING PLAN --

Each party shall be entitled to their own respective investments, free of any further claim of the other. Husband shall be entitled to his private pension plan (I.R.A.) through Putnam (presently containing 300 shares of Putnam stock), and Wife shall be entitled to her pension plan and any other investments through her employer, Great American Insurance Company, free of any claim of Husband. Each party shall execute whatever documents are reasonably required in the future to divest any claim they may have in the other's pension plan or other retirement plan, that the Plan Administrator may require.

10. INCOME TAXES --

The parties may file a joint income tax return for the taxable year 1990, and shall be entitled to split equally any refund that may be due. For so long as the parties youngest child, Michael, is a dependent, Husband shall be allowed to declare the child as a dependent for income tax purposes, and should be entitled to such exemption, and all other credits related thereto.

11. HEALTH INSURANCE FOR HUSBAND --

Wife shall cooperate in insuring Cobra coverage for Husband after the entry of a Final Decree of Divorce. Until such time as a divorce is granted, Wife shall continue family coverage insuring Husband as part of the family, and Husband shall not be responsible for any premium. For any health care expenses attributable to Husband's health care, including his deductible, or what is not covered by insurance, Husband shall be responsible for. After entry of a Final Decree in this cause, Husband shall continue coverage and/or convert health coverage under the divorced spouse option under Cobra, and shall be responsible for his own health care premiums and health care expenses.

12. ACCEPTANCE BY THE PARTIES --

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligations are nondischargeable debts under 11 U.S.C. 523(5) of the Bankruptcy Code (or any corresponding provision in any other Bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations on the part of both parties are not a part of the property settlement. The division of the property is set forth elsewhere in the Marital Dissolution Agreement.

13. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or

exchange or other disposition, but is a division of property by co-owners.

14. Each party shall be responsible for his or her own debts that each party incurred after the parties' separation, except as provided herein, holding the other party harmless from any liability or obligation thereon. For any indebtedness not herein disclosed or set out, it is agreed that each party shall be responsible for that indebtedness in the same manner and under the same legal relationship and obligation as when those respective debts were incurred, except as otherwise stated in this Agreement.

15. The attorneys fees for Husband's counsel of $500.00 and the Court costs (including reimbursement of the initial filing fee paid by Husband), shall be equally divided between Husband and Wife, which amount shall be reduced to judgment against both of them equally, for which execution may issue if necessary.

16. In consideration of the foregoing covenants, promises, and undertakings, both parties waive any and all claim for alimony against each other, past or present.

17. The Wife shall continue to maintain her married name of Vickie Ruth Pettus.

18. 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 from the other party 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.

19. 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.

20. 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 waives and relinquishes to the other all right or claims which they may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, rights 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 the parties, individually or jointly, or any property that either of them may acquire in the future.

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

22. In the event any provision of this Agreement shall be held invalid in a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

23. It is understood and agreed between the parties 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 and conditions of this Agreement.

24. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

25. It is agreed by and between the parties that the Husband may proceed with his Complaint for Absolute Divorce in the Fourth Circuit Court for Davidson County, Tennessee, or any court of competent jurisdiction, on the grounds of irreconcilable differences and present the foregoing Agreement as evidence of

the agreement between the parties in distributing the marital estate and resolving all matters involving the marital estate and shall be allowed to obtain a divorce in the Fourth Circuit Court for Davidson County, Tennessee, or any other court of competent jurisdiction upon the grounds of irreconcilable differences.

IN WITNESS WHEREOF, we have hereunto set out signatures this the 4TH day of MARCH, 1991.

Vickie Ruth Pettus
VICKIE RUTH PETTUS, "WIFE"

James Howard Pettus
JAMES HOWARD PETTUS, "HUSBAND"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Vickie Ruth Pettus, a Notary Public in and for said County and State, VICKIE RUTH PETTUS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 4 day of Mar, 1991.

MY COMMISSION EXPIRES:
5-23-94

Linda C. Hatchett
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Judith N. Nelson, a Notary Public in and for said County and State, JAMES HOWARD PETTUS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 25TH day of February, 1991.

MY COMMISSION EXPIRES:
7/13/91

Judith N. Nelson
NOTARY PUBLIC

EXHIBIT I

Personal Property of Wife

1991 Chevrolet Cavalier automobile
Three cushion sofa
(1) Lamp
(1) Hutch
(1) Loveseat
One-half of pictures and family photo albums
All other personal property in her possession at the time of the separation
All personal property acquired by Wife through purchase or gift since the separation

Vickie Ruth Pettus
Vickie Ruth Pettus, Wife

James Howard Pettus
James Howard Pettus, Husband

EXHIBIT 2

Personal Property of Husband BOOK 8352 PAGE 789

1989 Ford Ranger
Microwave
Washer
Dryer
(2) Lamps in den, including (2) end tables
Color TV located in den
Bedroom lamp, end table, triple dresser, and queen size bed
(7) Piece dining set
One-half of pictures and family photo albums
All other personal property as of the date of separation of the parties
All personal property acquired by Husband through purchase or gift since the separation

Vickie Ruth Pettus
Vickie Ruth Pettus, Wife

James Howard Pettus
James Howard Pettus, Husband

2. That the costs of this cause, including reimbursement to the Plaintiff of the advanced filing fee, shall be assessed against the parties equally, for which execution may issue if necessary.

ENTER this 9th day of April, 1991.

JUDGE

APPROVED FOR ENTRY:

PHILIP W. DUER
ATTORNEY FOR PLAINTIFF
P. O. Box 3348
Nashville, TN 37219-0348
(615) 244-2070
Tennessee Supreme Court
Registration No. 4647

Mail

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been mailed by U. S. Mail, postage pre-paid, on this the 9th day of April, 1991 to the following:

Ms. Vickie Ruth Pettus
652 Burges Drive
Nashville, TN 37209

PHILIP W. DUER

1.4 6 4.5.

IDENTIFICATION REFERENCE

MAY 15 3 43 PM '91

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

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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* 9th. *day of* April, *19* 91, *in Case Number* 91D-48 *between* James Howard Pettus *Plaintiff, and* Vickie Ruth Pettus *Defendant, as same remains of record in Book* 195C, *Page* 1788 *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* 15th. *day of* May *in the year one thousand nine hundred and* Ninety-One *and in the* 215th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117