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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JUN -7 PM 2:43
GEORGE L. ROOKER, CLERK
D.C.

ORRIE ALEXANDER COUCH, JR.,
Plaintiff/Counter-Defendant,
v.
MARION PICKERING COUCH,
Defendant/Counter-Plaintiff.

No. 89D-599

BOOK 8379 PAGE 516

FINAL DECREE

This cause came on to be heard on June 7, 1991 before the Honorable James R. Everett, Jr., Judge, upon Defendant's Counter-Complaint for absolute divorce; upon the Marital Dissolution Agreement, which provides for 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 Defendant/Counter-Plaintiff and the statements of counsel, from all of which the Court affirmatively found that the allegations of Defendant's Counter-Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Defendant/Counter-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; that the Marital Dissolution Agreement should be approved; that Defendant/Counter-Plaintiff's current residence address is 6212 Hickory Valley Road, Nashville, Tennessee 37205 and Plaintiff/Counter-Defendant's current residence address is 5512 Hearthstone Lane, Brentwood, Tennessee 37027; and that the sixty-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:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

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GEORGE D. ROOKER, CLERK
D.C.

ORRIE ALEXANDER COUCH, JR.	)	
Plaintiff,	)	
vs.	)	No. 89D-599
MARION PICKERING COUCH	)	
Defendant.	)	

BOOK 8379 PAGE 517

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between ORRIE ALEXANDER COUCH, JR. and MARION PICKERING COUCH, 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 Orrie Alexander Couch, Jr. instituted divorce proceedings against Marion Pickering Couch on February 15, 1989, same being Civil Action No. 89D-599 in the Probate Court for Davidson County, Tennessee at Nashville; 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, 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. There are five (5) children born of this marriage, all of whom are above the age of majority. Consequently, this agreement makes no provisions for child custody or child support.

2. All right, title and interest of Dr. Couch in and to the residence located at 6212 Hickory Valley Road, Nashville, Davidson County, Tennessee, (hereinafter the "Hickory Valley residence") shall be, and is hereby, divested out of him and vested absolutely in Mrs. Couch, free and clear of any claim by Dr. Couch. As of July 1, 1991, Mrs. Couch will be solely and separately responsible for paying all costs, expenses, and liabilities associated with the Hickory Valley residence and shall hold Dr. Couch harmless from any liability therefor, with the exception of the indebtedness secured by a lien in favor of Sovran Bank (loan #707-12-28000018) and the property taxes that are now due. Dr. Couch hereby assumes sole and separate responsibility for paying all property taxes now due, including any past due property taxes, and the debt owing to Sovran Bank and he shall hold Mrs. Couch harmless from any liability therefor. Until July 1, 1991, Dr. Couch shall continue to pay the bills and expenses associated with the Hickory Valley residence as he has done in the past. Prior to the time the Final Decree of Divorce is granted, Dr. Couch shall have the Sovran Bank loan paid in full, or he shall have the lien removed from the Hickory Valley residence and use the Hayes Street property or any other property not received by Mrs. Couch as collateral for the loan. Either way, Mrs. Couch shall be removed from any liability on the Sovran Bank loan and the Hickory Valley residence shall no longer be used as collateral for the loan. Dr. Couch shall quitclaim his interest in the Hickory Valley residence to Mrs. Couch upon the granting of the Final Decree of Divorce.

3. All right, title and interest of Dr. Couch in and to the residence located at 622 Royal Oaks Place, Nashville, Davidson County, Tennessee, (hereinafter the "Royal Oaks residence"), shall be, and is hereby, divested out of him and vested absolutely in Mrs. Couch, free and clear of any claim by Dr. Couch. Mrs. Couch hereby assumes sole and separate responsibility for paying all costs, expenses, and liabilities

associated with the Royal Oaks residence and she shall hold Dr. Couch harmless from any liability therefor, with the exception of any property taxes that are now due and any past due property taxes which shall be the sole and separate responsibility of Dr. Couch. In addition, Mrs. Couch shall be entitled to receive all of the rental income from the Royal Oaks residence as her sole and separate property, beginning July 1, 1991. Dr. Couch shall quitclaim his interest in the Royal Oaks residence to Mrs. Couch upon the granting of the Final Decree of Divorce. In addition, Dr. Couch shall pay $900.00 to Mrs. Couch upon the granting of the Final Decree of Divorce which is the amount of the security deposit paid by the current tenants.

4. All right, title, and interest of Mrs. Couch in and to the property located at 2120 Hayes Street, Nashville, Davidson County, Tennessee, (hereinafter the "Hayes Street property") shall be, and is hereby, divested out of her and vested absolutely in Dr. Couch, free and clear of any claim by Mrs. Couch, subject to Mrs. Couch's right to receive one-half of any amount over $250,000.00 if the Hayes Street property is sold during her lifetime as set forth herein. In the event the Hayes Street property is sold during Mrs. Couch's lifetime, she shall be promptly notified in advance of the impending sale and she shall be provided with copies of all sales contracts, agreements, documents relating to the closing, etc. Mrs. Couch shall receive at the time of closing as her sole and separate property one-half (1/2) of the sales price that exceeds Two Hundred Fifty Thousand Dollars ($250,000.00). Dr. Couch hereby assumes sole and separate responsibility for paying all costs, expenses, and liabilities associated with the Hayes Street property and he shall hold Mrs. Couch harmless from any liability therefor. Upon the granting of the Final Decree of Divorce, Mrs. Couch shall quitclaim her interest in the Hayes Street property to Dr. Couch.

5. All right, title and interest of Mrs. Couch in and to the unimproved property located in White Bluff, Dickson County, Tennessee shall be, and is hereby, divested out of her and vested absolutely in Dr. Couch, free and clear of any claim by Mrs. Couch. Dr. Couch shall assume sole and separate responsibility for paying all costs, expenses, and liabilities associated with the White Bluff property and he shall hold Mrs. Couch harmless from any liability therefor. Upon the granting of the Final Decree of Divorce, Mrs. Couch shall quitclaim her interest in and to the White Bluff property to Dr. Couch.

6. All right, title, and interest of Dr. Couch in and to the undeveloped property in Rainbow Lake Estates, Marion County, Florida, which is titled in Mrs. Couch's name shall be, and is hereby, divested out of him and vested absolutely in Mrs. Couch, free and clear of any claim by Dr. Couch. Mrs. Couch hereby assumes sole and separate responsibility for paying all costs, expenses and liabilities associated with the Rainbow Lake Estates property and she shall hold Dr. Couch harmless from any liability therefor. Upon the granting of the Final Decree of Divorce, Dr. Couch shall quitclaim his interest in and to the Rainbow Lake Estates property to Mrs. Couch.

7. All right, title and interest of Mrs. Couch in and to Dr. Couch's medical practice, including, but not limited to, all of the property, assets, equipment, accounts receivable, and furniture and fixtures, with the exception of some personal property dealt with in paragraph 20 hereinbelow which shall be the property of Mrs. Couch, shall be, and is hereby, divested out of her and vested absolutely in Dr. Couch, free and clear of any claim by Mrs. Couch. Dr. Couch hereby assumes sole and separate responsibility for paying all costs, expenses, and liabilities associated with the operation of his medical practice and he shall hold Mrs. Couch harmless from any liability therefor.

8. Dr. Couch shall pay Mrs. Couch $500.00 per month as alimony in futuro. The alimony payments shall begin July 1, 1991, and shall be due and payable on the first of each and every month thereafter until the earlier of Mrs. Couch's death or remarriage or Dr. Couch's death. The alimony payments shall be taxable to Mrs. Couch and deductible by Dr. Couch.

9. Dr. Couch shall provide a new automobile for Mrs. Couch at a price not to exceed $13,000.00. The car shall be purchased by Dr. Couch upon signing of this Agreement and prior to the granting of the Final Decree of Divorce. If the purchase price of the car chosen by Mrs. Couch exceeds $13,000.00 then Mrs. Couch shall pay the amount in excess of $13,000.00. The new automobile will be purchased in and registered in the sole name of Mrs. Couch. All right, title, and interest of Dr. Couch in and to the automobile shall be, and is hereby, divested out of him and vested absolutely in Mrs. Couch, free and clear of any claim by Dr. Couch. Mrs. Couch hereby assumes sole and separate responsibility for paying all costs and expenses associated with the operation of the automobile, with the exception of $13,000.00 toward the purchase price, and she shall hold Dr. Couch harmless from any liability therefor.

10. To secure his obligations to pay alimony to Mrs. Couch, Dr. Couch shall name Mrs. Couch the owner and beneficiary of the following life insurance policies on his life:

	Policy	Loan Amount
1.	Mass. Mutual #2222550	$ 7,007.46 (as of 6-5-91)
2.	Mass. Mutual #2359693	$10,968.50 (as of 6-5-91)
3.	Mass. Mutual #7548144	$ 1,271.18 (as of 6-5-91)
4.	Mutual of New York #5781566	$ 1,018.00 (as of 1990)
5.	Northwest Mutual #4286276	$ 1,132.70 (as of 8-16-90)

Upon the granting of the Final Decree of Divorce, Dr. Couch shall sign any documents necessary to have Mrs. Couch named owner and beneficiary of all of the aforesaid life insurance

policies. Both parties acknowledge there are loans against each policy as shown above. Upon the granting of the Final Decree of Divorce, Dr. Couch shall pay the loan against Mass. Mutual policy #7548144. Mrs. Couch shall thereafter have the right to use any dividends or dividend accumulation to pay premiums, pay against loans, etc., as she so chooses.

11. There are six Massachusetts Mutual Life Insurance policies on the life of Dr. Couch identified by the following policy numbers: (1) #2222550; (2) #2359693; (3) #7548144; (4) #7584686; (5) #7608331; and (6) #7700615. The last three life insurance policies, being policies #7584686, #7608331, and #7700615 have been surrendered for a total cash value of approximately $96,382.22. The cash surrender proceeds will be used by Dr. Couch to pay off the two joint Sovran Bank loans, being the Sovran Bank loan #707-12-28000018 which is secured by a mortgage against the Hickory Valley residence and the personal loan #191730000621884 in the joint names of both parties at Sovran Bank which is secured by Massachusetts Mutual Life Insurance policy #7584686. If the cash surrender proceeds are insufficient to pay both Sovran loans in full, Dr. Couch hereby assumes sole and separate responsibility for paying both Sovran debts in full prior to the granting of the Final Decree of Divorce, and he shall hold Mrs. Couch harmless from any liability therefor. In the event there is any taxable gain associated with the surrender of the three aforementioned Massachusetts Mutual life insurance policies, Dr. Couch shall assume sole and separate responsibility for reporting the taxable gain, if any, and paying any taxes due as a result thereof, and he shall hold Mrs. Couch harmless from any liability therefor.

12. Dr. Couch has a defined benefit pension plan which was paid out to him in October, 1988. At that time the entire proceeds of the pension plan were paid into two Individual Retirement Accounts, being account #273-1021834 at Sovran Bank Nashville which had a balance on 12-31-90 of $74,911.14 and

account #273-2653516 at Sovran Bank Chattanooga which had a balance on 12-31-90 of $78,388.58. In the past, each party has received one-half (1/2) of the total disbursements from each Sovran IRA account. The following withdrawals were made in 1990 and paid to Dr. Couch: (1) on August 23, 1990 a withdrawal of $5,344.28 was made from the Sovran Nashville IRA account #273-1021834; and (2) on October 17, 1990 a withdrawal of $5,572.80 was made from Sovran Chattanooga IRA account #273-2653516. The total of both withdrawals is $10,917.08. Dr. Couch will pay Mrs. Couch one-half (1/2) of the total 1990 withdrawals which is $5,458.54 upon the signing of this Agreement. Mrs. Couch will receive as her sole and separate property, free and clear of any claim by Dr. Couch, all of the proceeds in Individual Retirement Account #273-2653516 at Sovran Bank Chattanooga, which account shall be unencumbered. The other account, account #273-1021834 at Sovran Bank Nashville shall be Dr. Couch's sole and separate property, free and clear of any claim by Mrs. Couch. Each party shall be entitled to all proceeds in the account he or she receives, and there shall be no obligation to name the other party as beneficiary upon death.

13. In addition to the Individual Retirement Accounts ("IRA accounts") referred to in paragraph 11 hereinabove, Dr. and Mrs. Couch each have other IRA accounts in their own separate names. Each party shall receive as his or her sole and separate property, free and clear of any claim by the other party, the funds on deposit in the IRA account in his or her name.

14. All right, title, and interest of Dr. Couch in and to the funds held for the benefit of Mrs. Couch in the TIAA-CREF account in her name shall be, and is hereby, divested out of him and vested absolutely in Mrs. Couch, free and clear of any claim by Dr. Couch.

15. Each party shall receive as his or her sole and separate property, free and clear of any claim by the other

party, all funds on deposit in any checking, savings, money market or like monetary account in his or her name.

16. All right, title, and interest of Dr. Couch in and to the funds on deposit in the name of Mrs. Couch at J.C. Bradford shall be, and is hereby, divested out of him and vested absolutely in Mrs. Couch, free and clear of any claim by Dr. Couch.

17. All right, title, and interest of Mrs. Couch in and to the 1948 Packard, the 1956 Thunderbird, the 1960 Buick Invicta, the 1969 Pontiac, the 1981 DeLorean, and the 1973 Jeep, shall be, and is hereby, divested out of her and vested absolutely in Dr. Couch, free and clear of any claim by Mrs. Couch. Dr. Couch hereby assumes sole and separate responsibility for paying all costs, expenses, and liabilities associated with the operation of all of the aforesaid automobiles, and he shall hold Mrs. Couch harmless from any liability therefor. Mrs. Couch shall sign whatever documents are necessary to transfer title to all of the automobiles in to the sole name of Dr. Couch.

18. Mrs. Couch shall be entitled to receive any and all Social Security benefits that have accrued to her as a result of being married to Dr. Couch for 47 years. Dr. Couch shall cooperate with Mrs. Couch so that all Social Security benefits she has a right to are paid to her.

19. Dr. Couch shall assume sole and separate responsibility for all debts in his name and all of the joint debts of the parties, which joint debts are as follows: (1) Sovran debt secured by Hickory Valley residence; (2) Joint personal Sovran debt secured by Massachusetts Mutual Life Insurance policy; (3) Mastercard #5247-0030-0185-6984; (4) Visa #4453-006-702-952; (5) Discover; and (6) any gasoline credit cards in joint names. Dr. Couch warrants these are all of the joint debts. In addition, Dr. Couch shall pay Mrs. Couch the current balance of $425.71 owed on Mrs. Couch's Exxon account and the $400.00 balance owed to White Optical for Mrs. Couch's glasses. Mrs. Couch shall assume sole and separate

responsibility for payment of the Citibank Advantage account in her name.

20. Mrs. Couch shall receive as her sole and separate property all items of furniture, furnishings and personal effects, located in the Hickory Valley residence, or otherwise in her possession, with the exception of the following items in the Hickory Valley residence which shall be the sole and separate property of Dr. Couch:

1. Table phonograph with morning glory horn (in den);

2. Table model victrola (in den);

Mrs. Couch agrees to leave the following items of personal property to the children, to be divided equally between the children:

1. Large old family Bible (in living room);

2. Mahogany chickering grand piano (living room);

3. Queen Ann style piano stool (living room);

4. 3 piece bowl and pitcher set (back bedroom).

5. Chest of drawers with serpentine front and beveled mirror (in Arthur's room);

6. Walnut chest of drawers with wishbone mirror (in back bedroom);

7. Packard oak organ and stool (in playroom);

8. Rosewood pedestal (entry hall).

9. Silver, china and crystal given to parties by Dr. Couch's parents;

10. Chair back piano stool (back bedroom);

11. Sterling silver clothes brush (back bedroom); and

12. Player piano.

13. Green doll trunk (in attic)

14. Electric train set (in attic

15. Table made from square piano (in attic)

Dr. Couch shall receive as his sole and separate property all items of furniture, furnishings, and personal property located in his residence at Hearthstone Place, the items of property specified hereinabove that are located in the Hickory

Valley residence, and the items in his office at Hayes Street, with the exception of certain paintings identified by Mrs. Couch to be received by her as her sole and separate property, which are as follows:

1. 2 pictures in waiting room by Fred Rubens. One is the Parthenon and the other is a picture of a bridge;

2. Watercolor in room #2 by Gus Baker;

3. Picture of "feather" in back hallway;

4. Modern print of duck in Connie's office;

5. Picture of Sam Davis home in Room #3;

6. Two pictures of clowns painted by Mrs. Kazo White, one to be returned to Connie and the other one to Nena; and

7. Pictures of Mrs. Couch in office.

21. 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. With the exception that Mrs. Couch shall have an eye examination and purchase new glasses and this shall be paid for by Dr. Couch.

22. Dr. Couch shall pay $10,000.00 to Farris, Warfield & Kanaday for the attorneys' fees and expenses incurred by Mrs. Couch in connection with the divorce proceedings now pending in the Probate Court for Davidson County, Tennessee and in the negotiation and preparation of this Agreement. Payment shall be made by Dr. Couch to Farris, Warfield & Kanaday at the time of the granting of the Final Decree of Divorce.

23. Dr. Couch shall pay all court costs associated with the divorce proceedings.

24. Dr. Couch hereby assumes sole and separate responsibility for paying any and all 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 or losses or deductions taken by the parties during any year for which the parties file, or have filed, joint income tax returns. Further, Dr. Couch agrees to hold Mrs. Couch harmless from any liability for such income taxes, penalties and/or interest as may hereinafter be finally determined to be due.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 now owned by Mrs. Couch and Dr. Couch, individually or jointly, or any property that either of them may acquire in the future.

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

31. 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 an interest.

32. 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.

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

34. 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.

35. 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.

36. 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.

Orrie Alexander Couch, Jr.
ORRIE ALEXANDER COUCH, JR.

Marion Pickering Couch
MARION PICKERING COUCH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Linda B. Coe, a Notary Public in and for the aforesaid State and County, ORRIE ALEXANDER COUCH, JR., 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.

Witness my hand in Nashville, Tennessee this 6th day of June, 1991.

Linda B. Coe
Notary Public

My commission expires: 3-25-95

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, LaRhonda N. Maxey, a Notary Public in and for the aforesaid State and County, MARION PICKERING COUCH, 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.

Witness my hand in Nashville, Tennessee this 6th day of May, 1991.

LaRhonda N. Maxey
Notary Public

My commission expires: 7-23-94

7111M/06-05-91

It is further ORDERED, ADJUDGED AND DECREED that Defendant/Counter-Plaintiff, Marion Pickering Couch, 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 alimony 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 division of retirement benefits required by the terms of the Marital Dissolution Agreement shall be accomplished through entry of a separate Qualified Domestic Relations Order.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against Orrie Alexander Couch, Jr.

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

This the 7 day of June, 1991.

James R. Everett, Jr., Judge

APPROVED FOR ENTRY:

By: Pamela A. Taylor
Pamela A. Taylor
Sup. Ct. No. 12264
Attorney for Defendant/Counter-Plaintiff,
Marion Pickering Couch
FARRIS, WARFIELD & KANADAY
Suite 1900
Third National Financial Center
Nashville, Tennessee 37219
615-244-5200

By: John J. Hollins
John J. Hollins, Sr.
Sup. Ct. 2452
Attorney for Plaintiff/Counter-Defendant
Orrie Alexander Couch, Jr.
HOLLINS, WAGSTER & YARBROUGH
8th Floor
Third National Bank Building
Nashville, Tennessee 37219
615-256-6666

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IDENTIFICATION REFERENCE

JUN 20 3 14 PM '91

FILED & RECORDED
DAVIDSON COUNTY, TN

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* 7th *day of* June, *19* 91, *in Case Number* 89D-599 *between* Orrie Alexander, Couch, Jr *Plaintiff, and* Marion Pickering Couch *Defendant, as same remains of record in Book* 61C, *Page* 2031 *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* June *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