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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 JUL 15 PM 2:54

GEORGE L. [illegible]

SANDRA EDWARDS PEAY)
)
Plaintiff)
)
VS) NO. 91D-930
)
GARY AUSTIN PEAY)
)
Defendant)

BOOK 8400 PAGE 232

FINAL DECREE

This cause came on to be heard on the 15th day of July, 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. Upon hearing of plaintiff, statements of counsel for plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is therefore, ORDERED, ADJUDGED AND DECREED that the plaintiff, Sandra Edwards Peay, is hereby awarded an absolute divorce from the defendant, Gary Austin Peay, on the grounds of irreconcilable differences, T.C.A. 36-4-101(11), and she is hereby restored to all the rights and privileges of an unmarried person.

The current address of Sandra Edwards Peay is 1015 Iverson Avenue, Nashville, TN 37216 and the current address of Gary Austin Peay is Rothwood Apartments, 600 Rothwood Avenue, Apt. C-4, Madison, TN 37115.

It further appears to the Court that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties; and further, that there is one minor child for which adequate support is being paid according to the D.H.S. guidelines and that the child's care and custody is being provided. The Court hereby approves the Marital Dissolution Agreement previously filed herein and the same is hereby incorporated in words and figures as follows:

JUN 18 9 53 AM '91

IDENTIFICATION REFERENCE

3 1 6.5.0

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 JUL 15 PM 2:53

GEORGE L. [illegible]

N Cardwell

SANDRA EDWARDS PEAY Plaintiff	)	
VS	)	NO. 91D-930
GARY AUSTIN PEAY Defendant	)	BOOK 8400 PAGE 233

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between Sandra Edwards Peay, hereinafter called "wife", and Gary Austin Peay, hereinafter called "husband".

WITNESSETH

WHEREAS, the parties are married and one child, namely Austin Andrew Peay, was the product of the marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody, and support of the minor child; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, Only wife is represented by Martin Sir, Attorney, and the opposing party has obtained independent advice or waived same and is NOT relying upon the advice or services of Martin Sir;

THEREFORE; in consideration of the mutual covenants and agreements herein set forth, the parties do agree

as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly,

and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the Court hold that any portion of this agreement is invalid,, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT AND PENDENTE LITE. For the purposes of this divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise

of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one of the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS FILED. Mr. Sir has filed a Petition for divorce in the Fourth Circuit Court for Davidson County, Tennessee under docket # 91D-930. Wife agrees to pay all Court costs arising out of said divorce proceeding if uncontested.

The husband, by signing this agreement, waives service of process or notice. The husband acknowledges receipt of a copy of the Petition in this cause. Further, the husband will make no other answer or counter-claim and consents to an entry of a Final Decree of Divorce and specifically authorizes entry of said pleadings by wife's counsel based upon the grounds of Irreconcilable Differences only and specifically denies all other grounds for divorce set forth therein.

CHILD CUSTODY AND VISITATION: Wife shall be responsible for the care, supervision and guidance of the Parties' child, Austin Andrew Peay, and shall, therefore, be awarded custody. Specific visitation rights shall be granted to the other parent and that parent will be responsible for care, supervision and guidance during those visitation times and shall, on an ongoing basis, aid the custodial parent in bearing the responsibility of financial assistance as outlined in the Child Support section below.

The non-custodial parent shall have the following specific visitation:

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

(b) Overnight on every Wednesday beginning at 5:00 p.m. provided husband returns child to the baby sitter or school the following morning;

(c) At the wife's babysitter at anytime, provided husband does not remove child from the babysitter and provided the babysitter consents to said visitation;

(d) Two (2) weeks in the summer;

The parties shall alternate the following Holidays: Christmas Eve, Christmas Day, New Year's Day, Memorial Day, Easter, Fourth of July, Labor Day, Halloween, Thanksgiving; and child's birthday;

Father shall have additional visitation with the child on Father's Day and his birthday and Mother, regardless of the above, shall have the child with her on Mother's Day and her birthday.

The non-custodial parent and child shall have

communication with each other by telephone and shall not be interfered with by the custodial parent.

Both parties will keep the other party informed of his or her address and the phone number when the child is with the other party.

CHILD SUPPORT: It is agreed between the parties that the husband will pay $50.00 per week as child support to wife. This sum represents 21% of husband's net income in compliance with the D.H.S. Guidelines.

MEDICAL INSURANCE: Wife will maintain medical and dental insurance for the minor child. Husband shall pay any and all medical and dental charges not covered by said insurance, including deductibles.

TAX EXEMPTION: Wife will take the tax exemption for the minor child.

BANKRUPTCY: Both parties agree to file Chapter 7 Bankruptcy Petitions within fifteen days of signing this agreement. The parties agree to effectuate the provisions of this agreement as to property and debts in their respective bankruptcy petitions. Accordingly, the parties agree to treat their creditors as follows:

(1) Wife will reaffirm and assume all indebtedness on the real estate described hereinafter. Husband promises to also sign said reaffirmation agreement with the mortgage lender, but wife shall hold husband harmless for any liability thereon as provided in the "real estate" section of this agreement.

(2) Wife will reaffirm and assume all indebtedness on her Renault automobile and husband agrees to reaffirm and assume all indebtedness on the Chevy S-10 truck.

(3) All other debts will be subject to discharge.

The parties further agree that they will each allow the automatic stay to be lifted in their respective cases, if necessary, in order to effectuate the terms of this marital dissolution agreement.

REAL ESTATE: Husband agrees to convey and by signing this document does convey to wife any and all of his interest in the property at 1015 Iverson Avenue, Nashville, Tennessee, more particularly described as follows: See Exhibit # 1.

Husband further agrees to execute and deliver to wife, upon signing this agreement, a Quitclaim Deed conveying all of his right, title, and interest in said real estate to wife. Wife agrees to assume all liability for the debts on the property.

LIFE INSURANCE: Husband and wife (hereinafter "insureds") at their separate expense shall each maintain in full force and effect for the irrevocable benefit of the parties' child, insurance on the insured's life having death benefits payable to the child in the sum of $100,000.00 on each policy until the child reaches the age of 22. Upon written request of said beneficiary or either party, the insured shall furnish, without charge, proof of compliance with this paragraph within thirty (30) days from the date of such request. In addition, said beneficiary or either party is hereby authorized to obtain said documentation of compliance with this paragraph directly from employer or any insurance carrier insuring insured.

Should an insured fail to make payments on said life insurance, the other party has the option to continue making payments on said life insurance and to assess the cost of said premiums against the insured.

PERSONAL PROPERTY: The parties agree that the wife shall be granted as her sole and separate property the 1988 Renault automobile and wife agrees to pay the indebtedness thereon, and all charges for liability and collision insurance. The parties further agree that husband shall be granted as his sole and separate property the 1989 Chevy S-10 truck and husband agrees to pay the indebtedness thereon, and all charges for liability and collision insurance.

The parties further agree that they have divided

the remainder of their personal property to their satisfaction such that wife shall retain and have title to the items currently in her possession and husband shall retain and have title to all items currently in his possession, except that husband shall receive all his shop tools.

ATTORNEY'S FEES: Each party shall be responsible for their own attorney's fees.

DEBTS: In addition to the division of debts described hereinabove, the husband and wife agree that if any of the debts listed below are determined to be non-dischargeable in bankruptcy, the debt shall be the responsibility of the party indicated and they shall hold the other party harmless as concerns same.

Debt	Responsible Party
1. Internal Revenue Service for 1989 Income Tax	Husband
2. Dr. Cisneros	Wife
3. ITT Financial	Wife

4. Any debts incurred by husband while operating a business under the name of Trinity Construction, including, but not limited to Associated Electric, and Nashville Ready-Mix shall be the responsibility of husband.

5. Any of the debts consolidated through Consumer Credit Counseling Service shall be paid one half by wife and one half by husband.

MAIDEN NAME: Plaintiff's maiden name shall be restored to Edwards.

Dated 20th day of June, 1991.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sandra Edwards Peay
Sandra Edwards Peay

On this 2nd day of July, 1991, personally appeared Sandra Edwards Peay, the person described in and who executed the foregoing instrument and acknowledged that she executed same as and for her free act and deed.

BOOK 8400 PAGE 241

Notary Public

My commission expires: 11/26/94

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Gary Austin Peay

On this 20th day of June, 1991, personally appeared Gary Austin Peay, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Notary Public

My commission expires: March 3, 1992

Peay.MDA

It is ORDERED, ADJUDGED AND DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the Judgment of the Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, Sandra Edwards Peay, is granted an absolute divorce from the defendant, Gary Austin Peay, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person and that the costs of this cause be taxed to the plaintiff for which execution may issue if necessary.

This the 15th day of July, 1991.

Muriel Robinson Rice
Judge

APPROVED FOR ENTRY:

Martin Sir
Attorney for plaintiff
Sup. Ct. Reg. No. 7173
808 Broadway
Nashville, TN 37203
(615) 254-6405

Mail

DEF 07/19 0101 03CHECK 42.00

CERTIFICATE OF SERVICE

I, Martin Sir, do hereby certify that a copy of the foregoing Final Decree was mailed to Robert T. Johnson, Attorney, Suite 3, 1011 South Gallatin Pike, Madison, TN 37115 on this day of July 15, 1991.

Martin Sir

Peay.FD

BOOK 8400 PAGE 243

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* Fifteenth *day of* July, *19* 91, *in Case Number* 91D-930 *between* Sandra Edwards Peay *Plaintiff, and* Gary Austin Peay *Defendant, as same remains of record in Book* 198B, *Page* 1160 *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* 18th *day of* July *in the year one thousand nine hundred and* Ninety-One *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117

EXHIBIT #1

Bay 55

FORM No. WD-1

BOOK 7736 PAGE 845

STATE OF TENNESSEE
COUNTY OF Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 52,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF December 19 88

Notary Public

MY COMMISSION EXPIRES: 3/8/87

(AFFIX SEAL)

THIS INSTRUMENT PREPARED BY
VICKY V. KLEIN, ATTORNEY — 405 Two Mile Pike — Goodlettsville, Tennessee 37072

NAME	ADDRESS	
ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO: MORTGAGEE	MAP-PARCEL NUMBERS
GARY A. PEAY (NAME)	GOODWIN MORTGAGE CORPORATION (NAME)	MAP 72-2
1015 Iverson Avenue (STREET ADDRESS OR ROUTE NUMBER)	48 SOUTH PRESCOTT (STREET ADDRESS)	PAR. 21
Nashville, TN 37216 (CITY) (STATE) (P.O. ZIP)	MEMPHIS, TN 38111 (CITY) (STATE) (ZIP)	15DA06720

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, CHERYL A. COTTEN, now being CHERYL A. DeROSA and husband, JOSEPH A. DeROSA, by and through EDNA SCOTT

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO GARY A. PEAY and wife, SANDRA E. PEAY

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT.

Land in Davidson County, Tennessee being Lot No. 87 on the Map of Maynor Place, as of record in Book 843, page 24, Register's Office for Davidson County Tennessee.

BOOK 8400 PAGE 244

Said Lot No. 87 fronts 60 feet on the northerly side of Iverson Avenue and runs back 145 feet on the easterly line and 138.40 feet on the westerly line to a dead line measuring 60.25 feet thereon.

Being the same property conveyed to Cheryl A. Cotten and Joseph A. DeRosa by deed of record in Book 6635, page 91, Register's Office for Davidson County, Tennessee; the said Cheryl A. Cotten and Joseph A. DeRosa having since married, the property vests in Cheryl A DeRosa and husband, Joseph A. DeRosa.

Edna Scott executes this instrument as Attorney In Fact for Cheryl A. DeRosa and husband, Joseph A. DeRosa, pursuant to Special Power of Attorney recorded simutaneously herewith.

96803

STATE OF TENNESSEE
DAVIDSON COUNTY
Dec 28 9 29 AM '88
RECEIVED FOR RECORD
REGISTER'S OFFICE

1416 12/28 0101 03CHECK 183.05

This is unimproved ( ) improved (XX) property, known as 1015 Iverson Avenue Nashville TN 37216
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heir and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to covey it and the same is unencumbered, unless otherwise herein set out, and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand s this 23rd day of December, 19 88

Joseph A. DeRosa
JOSEPH A. DeROSA
By: Edna Scott
EDNA SCOTT, Attorney In Fact

Cheryl A. DeRosa
CHERYL A. DeROSA
By: Edna Scott
EDNA SCOTT, Attorney In Fact

STATE OF TENNESSEE
COUNTY OF

BOOK 8400 PAGE 245

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

_____

_____

the bargainor _____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained. Witness my hand and official seal at _____, Tennessee, this _____ day of _____ 19 _____

Commission expires _____ _____

Notary Public

_____

STATE OF TENNESSEE
COUNTY OF

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, and corporation, and that (he) / (they) as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____ 19 _____

My commission expires _____ _____

Notary Public

WARRANTY DEED

FROM

TO

RETURN TO:

EAST END TITLE & ESCROW, INC.
405 Two Mile Pike
Goodlettsville, Tennessee 37072

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 EDNA SCOTT, to me known to be the person who executed the foregoing instrument on behalf of CHERYL A. DeROSA AND HUSBAND, JOSEPH A. DeROSA, and acknowledged that she executed the same as the free act and deed of the said CHERYL A. DeROSA AND HUSBAND, JOSEPH A. DeROSA, for the purposes therein contained.

WITNESS My hand and official seal this the 23rd day of December, 1988.

My commission expires: 3/8/89

Carolyn Daffin

NOTARY PUBLIC