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1750/1545

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 JUL -3 PM 2:4[illegible]

DEBORAH LOUISE YEAGER,
Wife

VS.

DANIEL KEITH YEAGER,
Husband

NO. 90D-2743

BOOK 8400 PAGE 405

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 3rd day of July, 1991, before the Honorable Hamilton Gayden, Judge of the First Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife, the Answer and Counter Complaint filed by the Husband, and the Wife's Answer thereto, the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties which the Court finds makes a fair and equitable division of the parties' jointly owned property, adequate and sufficient provisions for the custody and support of the parties' minor child, and the entire record in this cause. From all of which it appears to the Court that upon the stipulation of the parties, the parties shall be awarded an absolute divorce, pursuant to T.C.A. Section 36-4-129. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that there should be no proration or reduction of support unless otherwise ordered by this Court. It further appears to the Court that the current address of the Husband is 3237 Country Lawn Drive, Antioch, Tennessee 37013; and that the current address of the Wife is 705 Hickory Highlands Drive, Antioch, Tennessee 37013.

IT IS, THEREFORE, ORDERED that the parties are hereby awarded an absolute divorce, pursuant to T.C.A. Section 36-4-129, and they are restored to all the rights and privileges of unmarried persons and that the bonds of matrimony existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 JUL -3 PM 2 40

DEBORAH LOUISE YEAGER,
Plaintiff

VS.

DANIEL KEITH YEAGER,
Defendant.

NO. 90D-2743

BOOK 8400 PAGE 466

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between DEBORAH LOUISE YEAGER (hereinafter referred to as "Wife") and DANIEL KEITH YEAGER (hereinafter referred to as "Husband"), 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 the Wife has instituted divorce proceedings against the Husband, same being Civil Action No. 90D-2743 in the First Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle 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. The parties stipulate that pursuant to T.C.A. 36-4-129, they are entitled to a divorce, and that a divorce should be awarded to the parties jointly.

2. The parties are the parents of one minor daughter, Brynnan (date of birth: 06/24/84). The parties agree as follows:

A) The Wife shall be the minor child's primary physical custodian and shall make all primary decisions concerning the child, including religion, church and school.

B) It is the desire of the Court that the parties forego any present or future contest regarding child custody and the child's preference regarding custody shall not be taken into consideration, absent extraordinary circumstances.

C) The Husband shall have visitation with the minor child every other Friday from after school until Sunday at 6:00 p.m. during the school year.

D) The Husband shall have visitation with the minor child every Tuesday from after school until 7:30 p.m. during the school year.

E) The Husband shall have visitation with the minor child every other Wednesday from after school until 7:30 p.m.

F) The parties shall equally divide the minor child's spring breaks.

G) The parties shall equally divide the minor child's Christmas holiday as follows: from the time school is out until noon on December 25, the child shall be with the Wife; and from noon on December 25 until 6:00 p.m. on January 2, the child shall be with the Husband.

H) Summer vacation with the minor child shall be divided as follows:

(i) The Husband shall have two (2) uninterrupted weeks with the minor child as soon as school is completed.

(ii) The Wife shall have the next consecutive two (2) week period of uninterrupted visitation with the child.

(iii) The remaining summer vacation of the child shall be divided in four (4) equal, uninterrupted visitation periods of approximately sixteen (16) days with the exception that the alternating parent shall have a forty-eight (48) hour visitation period in the middle weekend of said equal installment.

I) The parties shall alternate by year the following holidays:

(i) Thanksgiving

(ii) Independence Day

(iii) Memorial Day

J) The child's birthday shall be split equally by the parties.

K) The minor child shall visit with the Wife on Mother's Day and with the Husband on Father's Day.

L) The Wife shall not move beyond a twenty-five (25) mile radius of Davidson County, Tennessee without leave of the Court.

3. The Husband agrees he will pay to the Wife for the support and maintenance of the parties' minor daughter the sum of $735.00 per month. With regard to the child support guidelines, based on the Husband's 1990 income tax return, the Husband's child support should be set at $763.00 per month; however, the Husband asserts a decrease in income for the first half of 1991, and there is a disagreement over validity of certain business expenses of the Husband. Consequently, the parties agree that upon the Husband's filing of his 1991 federal income tax return which shall be filed on April 15, 1992, child support will be set based on his 1991 income tax return based on his gross income after the deduction for business expenses for 1991, (not binding on the Wife), and shall remain in that new amount until further Orders of the Court.

4. The Husband agrees that he shall maintain health and dental insurance coverage for the benefit of the parties' minor daughter and shall pay any initial deductible amount, and thereafter, each party shall be responsible for the payment of one-half of any medical, dental and orthodontic expenses not covered by the Husband's insurance. The Husband shall provide the Wife proof of said health insurance coverage and keep the Wife current on any insurance cards which she may need to give to the health care providers for the minor child.

5. The Husband shall maintain at least $100,000.00 of life insurance coverage on his life, with the parties' daughter

designated as the sole and irrevocable beneficiary thereon until she reaches 22 years of age or graduates from college, whichever occurs first. The Husband agrees that he shall provide the Wife proof of the existence of said life insurance policy, and he will provide her periodic proof at her request of the continued existence of said policy. The Husband further agrees that he shall instruct the insurance company that in the event of a nonpayment of any and all premiums, notice thereof shall be immediately provided to the Wife by the insurer so that she may have the opportunity to cure any default.

6. The Husband agrees that he shall provide college education expenses for the parties' minor daughter should she elect to attend college, trade or technical school following her graduation from high school. The parties acknowledge that they purchased an annuity which original investment was $5,000.00, which was for the purpose of funding the child's education. The Husband agrees that after using the funds from the matured annuity for the child's college expenses, he shall be responsible for the payment of all tuition, fees, books, room and board for the child to attend a four year course of study at a college, trade or technical school of her choice, provided however, those expenses which the Husband shall be required to pay shall not exceed the amount which would be incurred had the child attended the University of Tennessee at Knoxville.

7. The parties are the joint owners of the marital residence located at 3237 Country Lawn Drive, Antioch, Tennessee 37013. The Wife agrees that the Husband shall be allowed to continue to have exclusive occupancy of said residence, and the Husband agrees that he shall place the home for sale at a mutually agreed upon price within one year from the date of the entry of the Final Decree of Divorce in this cause. Pending the sale, the Husband shall be responsible for the payments of all mortgage, taxes, and insurance payments and reasonable upkeep on the home until it is sold. Upon the sale, the parties shall divide equally any proceeds or any liabilities

derived therefrom. If the home has not been sold within ninety days after it has first been placed on the market, at the mutually agreed upon price, they will jointly engage and pay for a MAI appraiser to determine a new listing price. Neither party shall place any liens or encumbrances on their share of the marital residence without prior written consent of the other party.

8. The household items of furniture and furnishings have already been divided, and each party shall receive those items now in his or her possession or titled in his or her name, except the following items which shall be divided as follows:

WIFE SHALL RECEIVE:

Cherry Wall Unit
Desk Chair in Den
Chairs in Den
Brynnan's Complete Bedroom Set
Desk/Chair in Garage
Bicycle

HUSBAND SHALL RECEIVE:

Refrigerator
Washer/Dryer
Microwave
Master Bedroom Set
Couch
End Tables/Coffee Table
Lamps
Mantle Clock
Kitchen Table/Chairs
Lawn mower and All Tools/Yard Supplies
Curtains, Blinds, Etc. in Home
Bicycle

The parties acknowledge that there are some items located in the closets, the attic, and the garage of the marital residence and there is some silver which is still to be divided between the parties.

9. With regard to the vehicles of the parties, the parties agree that the Wife shall receive all right, title and interest in and to the automobile which she drives, which is a 1990 Toyota Camry automobile, and she shall assume the

outstanding indebtedness owed thereon and hold Husband harmless from repayment thereon. Husband shall receive all right, title and interest in and to the 1989 Mercury Sable automobile which he drives, and he shall assume the outstanding indebtedness owed thereon and hold Wife harmless from repayment thereon.

10. Each party shall retain his or her own separate bank and other accounts, and the Husband shall receive all right, title and interest in and to his 401K retirement account which is in the approximate amount of Fourteen Thousand ($14,000.00) Dollars. The parties further agree that the bonds which have been purchased for the parties' daughter, Brynnan, shall remain the property of the daughter, Brynnan, and shall be held in the name of Brynnan with the Husband as custodian pursuant to the Uniform Gift to Minors Act and which shall be used solely for her benefit. There are also bonds for Brynnan in Wife's name as custodian, and they shall be used solely for the child's benefit only.

11. The parties agree that they and their agents acting on their behalf or persons with whom they share a confidential relationship, shall be permanently enjoined from making any derogatory statements about the other party to the minor child of the parties.

12. The parties have not been able to agree with regard to the payment of the Wife's attorney's fees, and they have agreed to submit the issue of the payment of the Wife's attorney's fees to the Court for its determination.

13. The parties acknowledge that they have no joint debts other than those referred to herein, and each party shall be responsible for the payment of those debts that he or she has incurred in his or her respective names.

14. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which 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 responsible 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.

15. 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.

16. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the First Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

17. 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

19. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by

the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

20. 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.

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

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

23. 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.

24. 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.

25. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding joint indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other

IT IS FURTHER ORDERED that Wife's attorneys' fees are to be paid to BOULT, CUMMINGS, CONNERS & BERRY, attorneys for Wife, by the Husband, Daniel Keith Yeager, in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500.00) and that Wife, Deborah Louise Yeager, shall pay an additional ONE THOUSAND DOLLARS ($1,000.00) in attorneys' fees to her attorneys, said awards to be secured by a Judgment lien on the home of the parties, Deborah Louise Yeager and Daniel Keith Yeager, originally as tenants by the entireties, but hereafter as tenants in common, located at 3237 Country Lawn Drive, Antioch, Davidson County, Tennessee 37013. This Judgment shall bear interest at the rate of ten percent (10%) per annum; however, interest shall not begin to run for six (6) months from the date of entry of this Decree as to the $7,500.00 fee obligation of the husband, Daniel Keith Yeager.

IT IS FURTHER ORDERED that there shall be no proration or reduction of support unless otherwise ordered by this Court.

IT IS FURTHER ORDERED that the Husband shall pay all unpaid Court costs in this cause.

ENTERED this the 8th day of July, 1991.

Hamilton Gayden
JUDGE

APPROVED FOR ENTRY:

Rose Palermo by LC with consent
Rose Palermo (#3330)
Attorney for Husband
43 Music Square West
Nashville, Tennessee 37203

Lew Conner
Lew Conner (#2986)
Charlotte U. Fleming (#12631)
BOULT, CUMMINGS, CONNERS & BERRY
Attorneys for Wife
222 Third Avenue North
Nashville, Tennessee 37201

to the full extent of the amount paid, inclusive of interest and legal expenses.

26. The Wife waives any claims she may have for alimony.

Deborah Louise Yeager
DEBORAH LOUISE YEAGER

Daniel Keith Yeager
DANIEL KEITH YEAGER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Sherry L. Fey, a Notary Public in and for the aforesaid County and State, DEBORAH LOUISE YEAGER, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 3rd day of July, 1991.

Sherry L. Fey
NOTARY PUBLIC

My Comm. Expires: 9-24-94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela G Rice, a Notary Public in and for the aforesaid County and State, DANIEL KEITH YEAGER, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 2nd day of July, 1991.

Pamela G Rice
NOTARY PUBLIC

My Comm. Expires: 9-25-93

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IDENTIFICATION REFERENCE

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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* 1st *Circuit Court for Davidson County, Tennessee, on the* 8th *day of* July, *19* 91, *in Case Number* 90D-2743 *between* Deborah Louise Yeager *Plaintiff, and* Daniel Keith Yeager *Defendant, as same remains of record in Book* 175C, *Page* 1545 *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* 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.*