IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED 9-17-90
ENTERED
BOOK 86 PAGE 147-155
JANICE W. JORDAN, Clerk & Master

JUDITH DRAPER (SMITH),
Plaintiff/Wife,
vs.
DANNY LEE SMITH,
Defendant/Husband.

DOCKET NO. 20013
NOTICE OF ENTRY REQUIRED

FINAL DECREE

This cause came to be heard on the 17th day of Sept, 1990, before the Honorable ~~Cornelia A. Clark~~ Henry Denmark Bell, Chancellor for the Chancery Court of Williamson County, Tennessee, upon the Plaintiff's Complaint for an Absolute Divorce on the grounds of irreconcilable differences. It appearing to the Court that the parties have entered into a Marital Dissolution Agreement that provides for an equitable distribution of their marital assets as well as the support and custody of the parties minor child. It is, therefore,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing by and between the parties are dissolved and the Plaintiff, Judith Draper Smith, is hereby awarded an absolute divorce from the Defendant, Danny Lee Smith, on the grounds of irreconcilable differences and the parties are hereby restored to all the rights and privileges of unmarried persons.

It further appears to the Court that the parties having entered into a written executed Marital Dissolution Agreement and the Court finding that the parties have made adequate sufficient provision by written agreement for the equitable settlement of any rights between them. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

41022

IDENTIFICATION

Aug 22 3 46 PM '91

MAIL ENV

STATE OF TENNESSEE
WILLIAMSON COUNTY
I THE UNDERSIGNED, CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS OFFICE
JANICE W. JORDAN, Clerk & Master

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED 9-17-90
ENTERED 2:9AM
BOOK _____ PAGE _____
JANICE W JORDAN, Clerk & Master

JUDITH DRAPER (SMITH),
Plaintiff/Wife,
v.
DANNY LEE SMITH,
Defendant/Husband.

No. 20013

MARITAL DISSOLUTION AGREEMENT

This agreement is made this 10th day of September 1990, by and between JUDITH DRAPER (SMITH) (hereinafter referred to as "Wife") and DANNY LEE SMITH (hereinafter referred to as "Husband"). WHEREAS, the parties were married on July 14, 1978 and WHEREAS, the parties have one minor child of the marriage and WHEREAS, the parties in consequence of dispute and apparent irreconcilable differences, wish to make agreements in connection with the dissolution of their marriage and to settle all property and parental rights growing out of the marital relationship,

IT IS THEREFORE AGREED THAT, for and in consideration of the mutual promises and premises herein contained, the parties agree as follows:

1. Personal Property - Each party will retain whatever personal property including furniture, household items, jewelry, artwork, work tools that were brought into the marriage.

The parties agree to divide assets acquired during the marriage as follows:

Husband shall receive the NAD stereo, the KEF speakers, the VHS standard, artworks he created, and carpentry tools.

Wife is to receive the Beta VCR, Camrecorder, all china, crystal and silver, the 1988 Volvo DL automobile and the 1972 Volkswagon Convertible.

The parties' joint bank account at First American Bank will become the sole property of the Wife.

2. Marital Debts - (a) Wife shall be responsible for the following marital debts:

VISA (Third National) - 4453 006-316-266

SEARS - 6 90550 31193 8

MASTERCARD - (Leader Federal) 5330 1000 8046 6830

SILO - 004664087638077

PAYLESS - 7243 570138 7

HOME DEPOT - 7114 397533 3

CASTNERS - 22 102 003 42

DILLARDS - 2 100 442 9

UPTONS - 5416 3002 0544 4574

MASTERCARD (USAA) 5416 3002 0544 4574

(b) Husband will be responsible for the following marital debts:

ECU LOAN #408-76-3807

VISA CityBank 4128732062976

3. Real Property - The parties currently jointly own the real property at 216 Cantrell Avenue, Nashville, Tennessee 37205. Husband agrees to convey said real property to the Wife and Wife shall assume sole responsibility for the first mortgage to Leader Federal and the second mortgage to Sovran Equity Mortgage and hold Husband harmless from any further liability thereon. Said real property at 216 Cantrell Avenue, Nashville, Tennessee is more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 48 and the southerly 5 feet of Lot No. 47 in the Bransford Realty Company's Subdivision of Lots Nos. 6, 7, 9 to 19 inclusive and part of Lot No. 8 in Block "F" in Whitland Realty Company's Subdivision, as of record in Book 547, page 53, Register's Office for said County.
>
> Said Lot No. 48 and part of Lot 47 adjoin and front together 70 feet on the east side of Wilson Avenue, now Cantrell Avenue, and run back between parallel lines, 200 feet to a dead line.
>
> Being the same property conveyed to Robert K. Payne and wife, Virginia H. Payne by deed from Ingram Bloch and wife, Mary H. Bloch, of record in Book 3277, page 64, Register's Office for said County.
>
> *providing that buyer may prepay all or part of said note with a 2% penalty of the mortgage balance.

In consideration of the Husband conveying his interest in the marital home to the Wife, Wife agrees to pay the Husband the total sum of Six Thousand Four Hundred and Forty ($6,440) Dollars, payable in installments as follows:

August 1, 1990, a Thousand ($1,000) Dollars,
September 1, 1990, a Thousand ($1,000) Dollars,
October 1, 1990, a Thousand ($1,000) Dollars,
November 1, 1990, a Thousand ($1,000) Dollars,
December 1, 1990, a Thousand ($1,000) Dollars,
January 1, 1991, a Thousand ($1,000) Dollars, and
February 1, 1991, Four Hundred Forty ($440) Dollars.

4. Child Custody, Support and Visitation - The parties shall have joint custody of their minor son, Sam Smith, with primary physical possession to be with the Wife. Each parent shall be responsible for daily decisions when the child is in his or her possession, but the parties agree to jointly consult on any major decisions concerning the health, education and welfare of the child. The Husband shall have frequent and reasonable visitation as agreed upon by the parties. In the event that the parties cannot agree upon visitation, the Husband shall see the minor child every other weekend from 6 p.m. on Friday until 6 p.m. on Sunday and shall see the minor child on Tuesday and Thursday evenings from after school until 8 p.m. Holidays of New Year's Day, Easter, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas Eve and Christmas Day shall be alternated between the parties. Each summer the minor child shall spend a minimum of two (2) weeks and a maximum of eight (8) weeks with the Husband.

The Husband shall pay child support in the amount of Two Hundred Twenty-Five ($225) Dollars per month until the minor child reaches the age of Eighteen (18) or graduates with his high school class, whichever occurs last. This support shall not

be prorated or reduced without court order and meets the minimum guidelines for child support in the State of Tennessee.

Wife shall keep the parties' minor child insured with major medical insurance and shall be responsible for paying all the deductible and co-insurance and dental bills. Husband shall contribute towards those expenses beyond child support whenever he is able.

5. Life Insurance - Husband and Wife each agree to carry a minimum of One Hundred Thousand ($100,000) Dollars of life insurance on themselves payable to the minor child as beneficiary. Those policies currently in force on the life of each party shall be retained by those parties and used to meet this life insurance requirement.

6. Retirement Accounts - Wife will retain ownership of all of her retirement funds which are the following:

| Carrier | Policy # | Type Acct. | Approximate Value |
|---|---|---|---|
| Jackson National | 30638330 | IRA | $ 2,369.00 |
| Jackson National | 30640540 | SEP/IRA | 12,066.00 |
| Jackson National | 30742830 | IRA | 4,808.00 |
| Jackson National | 30606280 | TSA | 9,023.00 |
| Sentinel Funds | 260047281 | IRA/Cash Mgt. | 3,297.00 |
| Sentinel Funds | 218136693 | IRA/Reinvest | 347.00 |

Wife shall further receive the Husband's retirement accounts at Jackson National, Account #'s 30640400 and 30606290.

7. 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. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

8. In the event that a creditor of either party seeks to compel the other party to pay a debt for which that party is

not responsible, either by contract or pursuant to the terms of this Agreement, the party against which 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.

9. In the event that 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 be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

10. It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding now pending in the Chancery Court for Wilson County, Tennessee. This Agreement is submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties. It is further understood and agreed between the parties that the 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 of any and all claims arising out of their marital relationship.

11. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter require under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, or right to act as an administrator or executor or 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.

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

13. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation. The provisions of 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. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

14. 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.

IN WITNESS WHEREOF, the parties have set their signatures.

9/10/90
DATE

Judith Draper (Smith)
JUDITH DRAPER (SMITH)

9/10/90
DATE

Danny Lee Smith
DANNY LEE SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within-named JUDITH DRAPER (SMITH), with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 10 day of September, 1990.

NOTARY PUBLIC

My Commission expires: My Commission Expires May 23, 1994

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within-named DANNY LEE SMITH, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 10 day of ~~August~~ September, 1990.

NOTARY PUBLIC

My Commission expires: My Commission Expires May 23, 1994

HSR/jm
a:dvaprmd

SB42 08/22 0101 03CHECK 27.00

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of this Court; and, it is further

**ORDERED, ADJUDGED AND DECREED** that the Wife's maiden name of Judith Draper shall be restored and, it is further

**ORDERED, ADJUDGED AND DECREED** that the costs of this cause shall be taxed against the Plaintiff.

Enter this the 17th day of September, 1990.

~~CORNELIA A. CLARK~~, CHANCELLOR

APPROVED FOR ENTRY:

HELEN S. ROGERS, #7025
Attorney for Plaintiff/Wife
JONES & ROGERS
Suite 2500 L & C Tower
Nashville, Tennessee 37219
(615) 256-5144

Mailed

CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the Final Decree has been mailed by U.S. Mail, postage prepaid, to the Defendant, Danny Lee Smith, 1300 Old Hillsboro Road, Franklin, Tennessee, 37064, this the 14th day of September, 1990.

HELEN S. ROGERS

CERTIFICATE OF SERVICE

I hereby certify that a signed copy of the foregoing Final Decree has been sent by U.S. Mail to Hon. Helen S. Rogers, Suite 2500, L&C Tower, Nashvillle, TN 37219 and to Hon. Danny Lee Smith, 1300 Old Hillsboro Road, Franklin, TN 37064 this the 18th day of September 1990.

Kelly Scott - Deputy Clerk

HSR1/vs
A:Draper.FD