1775/121

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

1991 JUN -7 PM 2:25

GEORGE L. ROGERS, CLERK

KATHRYN ANN RUNYEON
1537 Doubletree Lane
Nashville, Tennessee 37217

Complainant,

vs.

No. 90D-744

RONALD DANE RUNYEON
6612 Fleetwood Drive
Nashville, Tennessee 37209,

Defendant.

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005.00

FINAL DECREE

This cause came on to be heard on the 7th day of June, 1991, before the Honorable Muriel J. Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Absolute Divorce filed by the Complainant. Upon hearing the testimony of Complainant, statements of counsel for Complainant, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences;

It is, therefore, ORDERED, ADJUDGED and DECREED that the Complainant, Kathryn Ann Runyeon, be and is hereby awarded an Absolute Divorce from the Defendant, Ronald Dane Runyeon, on the ground of irreconcilable differences, T.C.A 36-4-101(11), and that both parties be and are hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-103(b), the Court affirmatively finds that the defendant has been served personally with proper process and that the parties hereto have made adequate and sufficient provision by written agreement and amendment thereto for the custody and maintenance of the minor children of the parties and for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the Amendment thereto and the same is hereby incorporated in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between KATHRYN ANN RUNYEON, hereinafter called the "wife", and RONALD DANE RUNYEON, hereinafter called the "husband", in Nashville, Davidson County, Tennessee.

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and as a result there is presently pending in the Circuit Court for Davidson County, Tennessee, a suit for Absolute Divorce filed by the wife against the husband, bearing Docket No. 90D-744; and

WHEREAS, these parties are presently living separate and apart and desire to settle their rights and interests regarding disposition of their real and personal property, their obligations of support and their rights to custody of the minor children of the parties, they have agreed upon the following as evidenced by their signatures hereto, and they contract as follows:

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving their marriage.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1(a). The parties agree that custody of the minor children shall be vested jointly in the parties, with said minor children to reside with each party every other week; however, the husband's residence shall be denoted as the children's primary residence. A week shall be defined as "from Monday through the following Sunday". Each party shall have the right to see the children on any holiday. The wife shall have possession of the children on Mother's Day and her

birthday. The husband shall have possession of the children on Father's Day and his birthday.

1(b). Neither party shall have the right to take the children out of Davidson County for a period in excess of one (1) week without the prior written consent of the other party or the prior permission of the Court. The parties agree that each will notify the other prior to taking the children from Davidson County. The parties further agree that each shall keep the other informed as to the whereabouts of the children and a telephone number where the children can be contacted. The parties further agree that each shall notify the other prior to any change in the children's routine schedule. The wife agrees that she shall not allow the children to be in the presence of the following persons: Joe Hiatt, Glenn Hiatt, Charlie Hiatt, Dave Hiatt, Charles (Chuck) Hiatt or any other male persons in the Hiatt family. Neither shall the wife be able to take the children to Dayton, Ohio for any Hiatt family functions of any kind whatsoever where male Hiatt members may be present.

1(c). In the event either the husband or the wife moves his or her residence to a distance greater than forty-five (45) miles from the children's current place of school, he or she shall be entitled to possession of the minor children every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m. and shall be responsible for transportation. In addition, he or she shall be entitled to possession of the minor children for one week during Christmas, to include either Christmas Eve or Christmas Day, and for three (3) weeks of his or her choosing during the summer months.

1(d). The parties agree that they shall share equally the costs of school tuition, clothing, entertainment and various activities, such as camp, for the children. The wife shall be solely responsible for expenses such as haircuts and other similar personal expenses. The husband shall be allowed to claim both children as deductions for federal and state income tax purposes, and the husband agrees to pay directly to the

wife no later than the first day of May of each year the difference between the federal and state income taxes she paid without claiming any of the children as deductions and what she would have paid had she claimed one of the children as a deduction.

2. From and after the date of the execution of this Agreement, the husband shall pay directly to the wife as rehabilitative alimony the sum of two hundred dollars ($200.00) per month for a period of five (5) years or until the wife remarries or cohabits with anyone of the opposite sex, whichever occurs first. The husband agrees that he shall not claim these alimony payments as a deduction for federal or state income tax purposes. The wife waives any future attempts to increase said amount of alimony or to extend said payments beyond the above limitations.

3. The parties own real property (residence hereafter) located at 6612 Fleetwood Drive, Nashville, Davidson County, Tennessee. The parties agree that the husband shall retain said residence, free and clear of the wife's interest. The husband shall be responsible for the payment of any and all indebtedness on said residence, including, but not limited to, taxes and maintenance, and shall hold the wife harmless thereon.

4. The husband shall be solely responsible for repaying the debts owed to the following creditors: (a) Corestates; (b) Chevy Chase; (c) Nashville Bank of Commerce; (d) Central Fidelity; (e) Sears; (f) Castner-Knott; (g) Medic Count; (h) McClures; (i) Sovran Bank; (j) First American National Bank; (k) Ford Motor Credit; (l) Investor Federal; (m) Citibank; (n) Bank Americard; (o) Leader Federal; and any and all other debts not specifically assumed by the wife through this Agreement. The husband further agrees that he shall hold the wife harmless on these debts.

5. Both parties hereby waive any and all further claims for alimony against the other.

6. 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 obligation is a non-dischargeable debt under Section 523(a)(5) of Title 11 of the United States Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in this Agreement.

7. The parties acknowledge that they have already divided their household furniture, furnishings, and appliances and each party shall retain the sole and exclusive ownership of said items of personal property in his or her possession at the time of the signing of this Agreement.

8. The wife shall retain the 1986 Mercury Lynx automobile free and clear of husband's interest.

9. Except as otherwise provided herein, each party agrees to be responsible for any debts or liabilities in his or her name individually and hold the other harmless for said obligation from and after the date of the execution of this Agreement by the parties. It is understood and agreed between the parties that from and after the date of execution of this Agreement by the parties, neither will contract any indebtedness upon the credit of the other and neither shall be compelled to pay any future debt of the other and the party for whose benefit such payments are made will indemnify the other to the full extent of the amounts paid including any interest and legal expenses incurred, if any. It is further understood and agreed between the parties that in the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Agreement, he or she also shall be entitled to judgment for reasonable expenses, including, but not by way of limitation, attorney fees and court costs.

10. The husband shall maintain and provide medical and hospitalization insurance for the benefit of the minor children and said insurance shall be maintained until said minor children reach their majority or otherwise become emancipated. As to any medical or dental expenses of the minor children not covered by the insurance carrier provided by the husband, the husband and wife each shall be responsible for paying one-half (1/2) of said medical and dental expenses. In the event the husband fails or refuses to provide said insurance, then in that event he shall be responsible for the payment of all medical and dental expenses incurred for the benefit of the minor children.

11. Both the husband and wife shall keep in effect life insurance in the amount of twenty thousand dollars ($20,000.00) naming the other as beneficiary. Said life insurance shall remain in effect until both of the minor children reach their majority or otherwise become emancipated, at which time the parties shall have the right to change the beneficiary.

12. The wife shall proceed to trial to obtain an Absolute Divorce upon the ground of irreconcilable differences.

13. Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither party shall molest, harass or abuse the other in any whatsoever, or compel or endeavor to compel the other to cohabit or dwell with him or her.

14. 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.

15. Each party represents and warrants that he or she has made a full disclosure to the other of all their assets and liabilities. Each party acknowledges that the failure to disclose any assets or liabilities would be considered a

breach of this Agreement and would subject this Agreement to being reopened at a later time by the Court.

16. It is understood and agreed between the parties as part of the consideration for the execution of this Agreement that each party will willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

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 and 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, courtesy, statutory allowance, homestead rights, rights to take against the will, rights to take by dissent and distribution, and rights 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 wife and the husband 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 estates, personal representatives, heirs and assigns.

19. 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 of this Agreement and their legal effects are fully known by each of the parties and each party acknowledges that it is fair and equitable and it is being entered into voluntarily and with advice from counsel.

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

21. In the event that 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 to that extent being severable.

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

23. Both parties further acknowledge that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein. If approved by the Court, then this Agreement will be incorporated into any final decree of divorce which shall be rendered by the Court. However, in the event that no divorce is granted to either party in this matter or the Court fails to approve this Agreement, then this Agreement is of no force and effect.

24. Both parties fully understand that matters pertaining to child custody, visitation and child support are matters which are expressly subject to review by the Court from time to time as the circumstances of the parties may change.

IN WITNESS WHEREOF, the parties, after first having read this instrument and familiarized themselves with its contents and its meaning, have signed and executed this Agreement on this the 6th day of March, 1991, as to the wife, and the 6th day of March, 1991, as to the husband.

Kathryn A. Runyeon
KATHRYN ANN RUNYEON

Ronald D. Runyeon
RONALD DANE RUNYEON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for said county and state, Kathryn Ann Runyeon, with whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires: 03/27/93

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for said county and state, Ronald Dane Runyeon, with whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires: 03/27/93

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHRYN ANN RUNYEON,)
)
vs.) No. 90D-744
)
RONALD DANE RUNYEON,)

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AMENDMENT TO MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into this 23rd day May, 1991, by and between KATHRYN ANN RUNYEON and RONALD DANE RUNYEON relative to a divorce action presently pending in the Fourth Circuit Court for Davidson County, Tennessee, as above styled.

WHEREAS, the parties entered into and executed a Marital Dissolution Agreement on the 6th day of March, 1991; and

WHEREAS, the parties wish to amend said agreement and to that end are executing this document, which shall be filed with the Circuit Court Clerk for Davidson County, Tennessee, as an addendum to said agreement of March 6, 1991, and shall be incorporated into any Final Decree of Divorce in this cause.

NOW, THEREFORE, the parties agree that numbered paragraph 1(a) of the Marital Dissolution Agreement, executed on March 6, 1991, shall striken in its entirety and the following paragraph entered in its stead:

> "1(a). The parties agree that custody of the minor children shall be vested jointly in the parties, with the husband's home being the children's primary residence. The wife shall have reasonable visitation with the minor children. The wife shall pay to the husband the sum of $200.00 per month for the support and maintenance of the minor children. The parties acknowledge that this child support payment complies with the current guidelines."

The parties further agree that numbered paragraph 2 of the Marital Dissolution Agreement, executed on March 6, 1991,

shall be stricken in its entirety and the following paragraph entered in its stead:

"2. From and after the date of the execution of this amendment by the parties, the husband shall pay to the wife as rehabilitative alimony the sum of four hundred dollars ($400.00) per month for a period of five (5) years, after which five-year period, the monthly payments shall be decreased to two hundred dollars ($200.00) per month and said two hundred dollar ($200.00) per month payments shall be paid for seven (7) years. The husband agrees that he shall not claim these alimony payments as a deduction for federal or state income tax purposes or in any way attempt to claim these alimony payments as a credit for federal or state income tax purposes, when to do so would cause these payments to be considered as income to the wife for federal or state income tax purposes."

All other provisions of the Marital Dissolution Agreement entered into on March 6, 1991, shall remain in full force and effect.

The Amendment and the original Marital Dissolution Agreement constitute the full and complete understanding of the parties and this Amendment is executed on the day and date written above, a copy of same being retained by each party.

Kathryn Ann Runyeon
KATHRYN ANN RUNYEON

Ronald D Runyeon
RONALD DANE RUNYEON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for said county and state, Ronald Dane Runyeon, with whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires: My Commission Expires July 23, 1994

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for said county and state, Kathryn Ann Runyeon, with whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires: My Commission Expires July 22, 1994

It is further ORDERED, ADJUDGED and DECREED that the BOOK 8463 PAGE 180 provisions of said Marital Dissolution Agreement and Amendment thereto are hereby approved and made the judgment of the Court.

The final costs of this cause shall be paid one-half (1/2) by each of the parties, for which execution may issue, if necessary.

ENTER, this 7th day of June, 1991.

Russell Robinson Rice
JUDGE

SUBMITTED FOR ENTRY:

John Michael Thompson (10643)
Attorney for Complainant
WARD, DERRYBERRY & THOMPSON
Suite 1720, Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
615/244-0554

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been hand delivered to the defendant's attorney , Honorable Charles P. Jackson, III, 2nd Floor, 221 Fourth Avenue, North, Nashville, Tennessee 37219, this 7th day of June, 1991.

John Michael Thompson

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IDENTIFICATION

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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* 7th *day of* June, *19* 91, *in Case Number* 90D-744 *between* Kathryn Ann Runyeon *Plaintiff, and* Ronald Dane Runyeon *Defendant, as same remains of record in Book* 197B, *Page* 1211 *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* 14th *day of* October *in the year one thousand nine hundred and* ninety-one *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K Langford *D.C.*

Form #GR-117