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FILED
OCT 22 1991
GEORGE L. ROOKER, Clerk
By: [illegible] Deputy

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

JONI JILL CAMPBELL,
1411 McAlpine Avenue,
Nashville, Tennessee 37216,
Plaintiff/Counterdefendant,

vs

JAMES BERNIE CAMPBELL,
342 East College Street,
Apt. D
Murfreesboro, Tennessee 37130,
Defendant/Counterplaintiff.

No. 91D-2146

61-16
326

BOOK 8485 PAGE 742

FINAL DECREE OF DIVORCE

This cause came to be heard on the 22nd day of October, 1991, before the Honorable James R. Everett, Jr., Judge of the Probate Court of Davidson County, Tennessee, upon the Complaint For Absolute Divorce heretofore filed by the Plaintiff, JONI JILL CAMPBELL; Answer and Countercomplaint having been filed by the Husband, JAMES BERNIE CAMPBELL; the Husband herein withdrawing his Anwer and Countercomplaint for the purposes allowing this matter to proceed as an uncontested case upon the grounds of irreconcilable differences; testimony from the Plaintiff heard in open Court; statements from counsel for the Plaintiff and the record in its entirety from all of which the Court finds that the parties have suffered irrconcilable differences during the course of their marriage.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Plaintiff, JONI JILL CAMPBELL, is hereby awarded an absolute divorce from the Defendant, JAMES BERNIE CAMPBELL, upon the grounds of irreconcilable differences and each party shall be restored to all the rights and privileges of unmarried persons.

It further appears to the Court that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of all property rights between the parties and further, that there were no minor children born of this marriage.

The Court herein approves the Marital Dissolution Agreement and the same is incorporated in words and figures as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
OCT 22 1991
GEORGE L. ROLLER, Clerk
By S. Scruggs Deputy

JONI JILL CAMPBELL, Wife,	)	
vs.	)	No. 91D-2146
JAMES BERNIE CAMPBELL, Husband.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into by and between JONI JILL CAMPBELL hereinafter called, "Wife", and JAMES BERNIE CAMPBELL hereinafter called, "Husband", subject to the foregoing premises, terms and conditions:

WITNESSED:

WHEREAS, the parties have experienced marital difficulties in the past with the result that the Wife instituted divorce proceedings against the Husband on the 6th day of June, 1991, in the Probate Court of Davidson County, Tennessee, Civil Action No. 91D-2146, 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, child support rights, 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 effective with respect to all their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenances and agreements herein contained, the parties agree as follows:

1. Custody, Child Support and Visitation. There were no minor children born of this marriage.

2. Real Property. It is agreed and acknowledged between the parties that they own as tenants by the entireties their homplace which is located at 1411 McAlpine Avenue, City of Nashville, County of Davidson, State of Tennessee, 37216; said real property more particularly described as follows:

Land in Davidson County, Tennessee, being the northwesterly 50 feet of Lot No. 19 in Block "C" on the Map of Country Club Estates, as of record in Book 843, page 95, Register's Office for said County.

Said part of Lot No. 19 fronts 50 feet on the northeasterly side of McAlpine Avenue and runs back between parallel lines 175 feet to a dead line.

Being the same property conveyed to Ollie H. Ballard, III, a single person, by deed from Gertrude Brown Norman, a single person, of record in Book 5955, page 20, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to James B. Campbell and wife, Joni J. Campbell by deed from Ollie H. Ballard, III of record in Book 6968, page 382, Register's Office of Davidson County, Tennessee.

The above described real property shall be divested from the parties as tenants by the entireties and reinvested in the name of the Wife only, to be hers absolute and in fee simple and free and clear of any claims from the Husband. The Wife acknowledges that there is a mortgage upon said homeplace and she agrees to assume the present mortgage at Husband's expense and further agrees to indemnify and hold Husband harmless thereon. Husband to pay all expenses and cost of Wife's assumption at closing.

In the event of Wife's default in payment, Wife agrees immediately to place the said real property with a realtor for sale as soon as possible for a reasonable sum. If Wife continues in default for a total of ninety (90) says, Husband shall have the right to move the Court to sell the house at auction at Wife's expense.

Wife shall be responsible for any capital gains tax arising out of sale of the said real property.

There is no other real property to be divided by this Agreement.

3. Vehicles. The Wife shall retain sole and exclusive possession of her Dodge Raider free and clear of any claims from the Husband. The Husband shall be entitled to retain sole and exclusive possession of his Dodge Dakota pickup truck free and clear of any claims from the Wife. If any indebtedness is owning regarding these vehicles, said indebtedness shall be paid by the

party retaining said vehicle and that party shall hold the other free and harmless from the payment of same.

4. Household Furniture, Furnishings and Personal Property. The Wife shall be granted sole and exclusive possession of the following items of household furniture, furnishings and personal property:

stove
refrigerator
computer desk, chair, printer stand
entertainment center
hutch
bedroom suite and wardrobe
lawnmower
extension ladder
air conditioners
couch
TV
Mary's print and flower pictures
photographs on walls
cedar chest
cameras, lenses, flash (any photo equipment)
darkroom equipment - enlarger, timer, easels, sink, 2 metal cabinets, etc.
stat camera and film
metal cabinets and files from office, flat file
bookshelves from office and darkroom
rug in living room
bathroom shelf
printers tray
wood carving
2 drafting tables
tape deck
turntable
washer and dryer
tent
all slides and prints
slide projector and screen
tripods
photography and nature books
bike rack for Raider
pictures and art on walls
her bicycle
any office supplies or items used in her business
circular saw
vacuum cleaner
iron and ironing board
camping stove
metal shelves on porch
kitchen shelves
canoe
picnic table
small set of wooden shelves
2 sets of metal shelves
dining table & 4 chairs
magazine rack, table
small wood desk
copies of all non-copyrighted computer solfware and manuals

The Husband shall be granted sole and exclusive possession of the following items of household furniture, furniture and personal property:

VCR
Computer and solfware
typewriter
microwave and stand
small dining table and 2 chairs
end table w/drawer
coffee table
magazine rack
metal table in basement
metal desk in basement
all tools in basement and garage
7 sets of metal shelves
metal cart
book lectern
wooden table in basement
Fax machines (2)
all electronic parts and pieces
model airplane and controls
fan
large fan in basement
workbench in basement
wooden camping box
lantern
Smokies map
wooden shelf in basement
wooden tool chest
amplifier
shop light
broken gun (was his grandfather's)
his biking gear and tools
wooden nicnac rack
weight bench
workbench from garage
living room chair
all his personal items still in the house
.32 pistol
banjo
books
canopy, outdoor
cassette player, hand, old
clothes
coffee pot, large
computer, Northstar
couch, sleeper, small
desk, wooden
filing cabinets, (2)
fishing poles
footlocker
grill, gas, portable
guitars (2)
ladder, wooden
loudspeakers (4)
military equipment
music albums
Pistol, AMT 380
Pistol, Colt 45
Press, reloading & accessories
pump, bicycle
Rifle, AR-15
Rifle, Remington 22
Rifle, Winchester 30-30
shelves, large, home made
shelves, small, home made
shooting accessories

Shotgun, Mossberg 500
Shotgun, Stevens
Shotgun, Topper
stereo receiver, Pioneer
telephone, desk top, black
telephone, wall mount #2
television, Emerson
trolling motor

The Wife and Husband shall divide equally the following items of household furniture, furnishings and personal property:

family photos
games and toys
coolers
knickknacks
Christmas ornaments
linens
kitchen items
yard tools
lawn chairs
lamps
backpacks and overnight bags
luggage
video tapes
audio tapes
swings
wall clocks
TV trays
rugs in office and darkroom
chairs and stools (wooden)

5. Debts. Each party shall pay one-half (1/2) of the MasterCard indebtedness as of September 24, 1991, which was incurred during the course of the marriage, and shall hold each other harmless and indemnify the other thereon. For the purpose of carrying out this portion of the Marital Dissolution Agreement, the Husband shall pay directly to the Wife a mimimum monthly payment of One Hundred Dollars ($100.00) until his one-half share of the MasterCard indebtedness is paid. The Husband shall pay all disclosed liens or encumbrances upon any of the property retained in his possession and shall hold Wife harmless and indemnify her thereon. Each party shall be responsible for the payment of any indebtedness incurred by them subsequent to the execution of this Agreement.

The assumption of the above-stated indebtedness and all other indebtedness outlined in this Marital Dissolution Agreement by each party shall be considered a duty directly related to support and maintenance and shall not be considered dischargeable in any bankruptcy proceeding by one party against the non-bankrupt spouse so as to allow a third party creditor to claim against the non-bankrupt spouse. The parties specifically

acknowledge that the above-stated indebtedness was taken into consideration when negotiating the level of support and maintenance and their current income levels. With respect to each party's responsibility for the payment of the indebtedness and liabilities and their obligations to hold the other harmless from payment thereof, the parties understand and agree that their obligation is in the nature of support and maintenance and is a non-dischargeable debt under Chapter 11 U.S.C. Section 523(5) of the Bankruptcy Code, this obligation being part of the final court settlement of both parties regarding support and maintenance and is not a part of the division of the personal property of the marital estate.

To the extent of the above-stated outstanding debts, securities, or collateral requirements or mortgages for any and all of the property retained by the Husband and/or Wife pursuant to the terms of this Agreement, except as otherwise provided herein, the parties retaining those property items listed above shall pay said debts, securities, collateral or mortgages and be responsible for said debts or obligations and assume and be solely responsible for paying said debts or obligations this being considered in the nature of support and maintenance and each party further agrees to indemnify and hold the other party free and harmless from the payment of all disclosed claims, demands, liabilities and expenses with respect thereto, including, but not limited to, reasonable attorney's fees, costs of collections and court costs.

6. Tax Exempt Status. This Agreement is in the transfer of appreciated property between the spouses in connection with a divorce and is not a sale or exchange or other disposition of property but is an equal division of property by co-owners.

The parties further agree that for the tax year 1991, they will file individual income tax returns free and clear of any claims from the other.

7. No Interference and Permanent Restraining Order. 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 shall molest the other, nor compel or endeavor to compel the other to cohabitate or dwell with him or her. Each party shall be permanently enjoined and restrained from coming about the other for the purpose of physically abusing, threatening, harassing, or intimidating in any manner the other at their residence or at any place they might be.

8. Trial. It is agreed that the Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences and the Husband by this Agreement withdraws his Answer and/or Counter-Complaint to allow this matter to proceed as an uncontested case.

9. Attorney's Fees and Court Costs. Each party shall be responsible for his/her own attorney's fees and the court costs incurred in connection with this matter shall be paid by the Husband.

10. Enforcement Provisions. In the event that either party has to petition the Court to enforce any of the provisions of this Agreement, then the party at fault shall be responsible for the reasonable attorney's fees, expenses and court costs of the enforcement of same.

11. Separate Maintenance/Alimony. The Husband shall pay directly to Wife upon entry of the final decree of divorce a one-time lump sum payment as alimony in solido in the amount of Fifteen Hundred Dollars ($1,500.00).

12. Pension Benefits. Each party shall be entitled to retain sole and exclusive possession of their pension benefit plans, annuities, IRA's, certificates of deposit or other forms of retirement free and clear of any claims from the other.

13. Additional Instruments. Both parties agree to sign any and all deeds, titles, documents or other instruments necessary to carry out the full intent of this Agreement.

14. Complete Understanding. It is further understood that this Agreement is intended to be the final settlement of all property rights of the respective parties and is a discharge of

all rights arising out of their mutual relationship as husband and wife. Each party hereby waives and relinquishes to the other all rights or claims which they may have or hereinafter acquire under the law of any jurisdiction on the other's property, including without limitation, dire, courtesy, statutory allowance, homestead rights, the right to take against the other's estate, inheritance, descent or distribution, or the right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by the husband and/or wife or to any property that either of them shall acquire in the future.

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

It is further understood and agreed between the parties that this Agreement is being entered into without undue influence, fraud, coercion, misrepresentation or for any reason not hereinafter stated. The provisions of this Agreement and its legal effect are fully known by each of the parties and each party acknowledges that it is a fair and equitable agreement and is being entered into voluntarily upon advice of their respective counsels. This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenances or undertakings other than those which are expressly set forth herein.

The parties acknowledge and understand that they have sought independent income tax advice regarding the tax ramifications of this Marital Dissolution Agreement and that neither of their respective attorneys has indicated any expertise in the tax area, nor has either attorney advised the respective clients regarding any tax consequences arising out of this Marital Dissolution Agreement.

The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made part of any Final Decree of Divorce which may be entered into hereafter.

IN WITNESS WHEREOF, the parties have set their signatures.

Sep 13, 91
DATE

Joni Jill Campbell
JONI JILL CAMPBELL

9-25-91
DATE

James Bernie Campbell
JAMES BERNIE CAMPBELL

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named JONI JILL CAMPBELL, 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 13 day of September, 1991.

Linda D. Jones
NOTARY PUBLIC

My Commission Expires: 11-27-93.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

WITNESS my hand and official seal at Nashville, Tennessee, this 25th day of September, 1991.

Kathy M. Bass
NOTARY PUBLIC

My Commission Expires: 11-24-94.

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It is, further, **ORDERED, ADJUDGED AND DECREED** that all provisions of the said Marital Dissolution Agreement are hereby approved and made the judgement of this Honorable Court.

It is, further, **ORDERED, ADJUDGED AND DECREED** that the cost of this cause shall be paid by the Husband, JAMES BERNIE CAMPBELL, for which execution may issue if necessary.

ENTERED this the 22 day of October, 1991.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

W. ALLEN BARRETT
Attorney for Plaintiff/Wife
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TWENTIETH REFERENCE

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MAIL EBW

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* 22nd *day of* October, *19* 91, *in Case Number* 91D-2146 *between* Joni Jill Campbell *Plaintiff, and* James Bernie Campbell *Defendant, as same remains of record in Book* 64B, *Page* 940 *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* November *in the year one thousand nine hundred and* Ninety One *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Bill Riggs *D.C.*

Form #GR-117