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GEORGE L. ACKER, CLERK
D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

DARRELL BLAIR RAY,
Plaintiff,
vs.
NANCY WARD RAY,,
Defendant.

NO. 88D-3812

BOOK 8523 PAGE 444

103-12-0
194.00

119-14-0-A
048.00

FINAL DIVORCE DECREE

This cause came to be heard on the 5th day of January, 1989, before the Honorable James Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce, the Marital Dissolution Agreement entered into between the parties, testimony of the Plaintiff, Darrell Blair Ray, and the entire record, from all of which the Court finds that the Plaintiff, Darrell Blair Ray, should be awarded an absolute divorce on the grounds of irreconcilable differences and that the said agreement should be approved and ratified.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED THAT the Plaintiff, Darrell Blair Ray, shall be and is hereby awarded an absolute divorce from the Defendant, Nancy Ward Ray, on the grounds of irreconcilable differences.

IT IS FURTHER ORDERED THAT the Marital Dissolution Agreement entered into between the parties on December 21, 1988, is approved and ratified, the terms and conditions of which are more fully set out as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

DARRELL BLAIR RAY, Plaintiff, vs. NANCY WARD RAY,, Defendant.	)	BOOK 8523 PAGE 445 NO. 88D-3812

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into between DARRELL BLAIR RAY, hereinafter referred to as "HUSBAND," and NANCY WARD RAY, hereinafter referred to as "WIFE," both parties are residents and citizens of Nashville, Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, Husband and Wife were married on September 8, 1956, in Devon, Pennsylvania, and three children have been born of the marriage; and

WHEREAS, the three children born of this marriage, Douglas Ray, born May 3, 1960, Stuart Ray, born December 16, 1963, and Marcie Ray, born June 3, 1966, having attained the age of majority and are no longer minors; and

WHEREAS, Husband and Wife have experienced marital difficulties and are in the process of obtaining a divorce in the Probate Court for Davidson County, Tennessee, Docket No. 88D-3812, filed on October 7, 1988; and

WHEREAS, Husband and Wife are by this Agreement amicably settling 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 also for the future, it being their intention that such contract will be affected with respect to all of their property and other matters of concern which may be subject to any Court approval that may be required; and

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement as evidenced by their signatures, the parties do hereby contract and agree as follows:

1. REAL PROPERTY: The parties own as tenants by the entirety the real property located at 3906 Valley Road, Nashville, Davidson County, Tennessee 37205. Husband quitclaims to Wife all right, title and interest which he has in said real property more fully described as follows: Map 103-12-0 Par 194.00

Being Lot No. 17 of Block "F" on the map of Cherokee Park, as of record in Book 547, pages 169 and 170, Register's Office for said County.

Said Lot #17 fronts 60 feet on the north side of Valley Road, and runs back between lines 208.5 feet on the west line and 213.56 feet on the east line to a dead line in the rear on which measures 63 feet.

Being the same property conveyed to the Presbyterian Student Center, Inc. of Nashville, TN (now Presbyterian Campus Ministry, Inc.) by deed from Thomas C. Barr and Paul Moehlman as of record in Book 3458, page 288, R.O.D.C.

Wife shall be responsible for payment of all outstanding indebtedness owed against said real property at 3906 Valley Road, Nashville, Davidson County, Tennessee 37205, and shall hold Husband harmless for payment thereof.

Further, Husband and Wife own jointly real property located at 2929 Selena Drive, Unit C-48, Nashville, Davidson County, Tennessee 37211. Wife quitclaims to Husband all right, title and interest which she has in said real property more fully described as follows:

Map 119-14-0-A Par. 048.00

Unit No. 48, as shown on the site Plan of Kingswood Condominiums, of record in Book 5200, Page 520, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said unit, as set forth in Exhibit "C" of the Master Deed, as amended, establishing Kingswood Condominiums, of record in Book 6058, Page 320, said Register's Office.

Being part of the property conveyed to Home Service Corporation by deed from Thomas V. White, Trustee, of record in Book 5713, Page 306, Register's Office for Davidson County, Tennessee.

Being subject to easements and restrictions of record.

Husband shall be responsible for payment of all outstanding indebtedness owed against said real property and shall hold harmless Wife for payment thereof. Map 104-01-0 Par. 271.00

Further, Husband and Wife own jointly real property located at 4001 Nebraska Avenue, Nashville, Davidson County, Tennessee, recorded in Deed Book 5315, page 273, Register of

Deeds for Davidson County, Tennessee. Wife quitclaims to Husband all right, title and interest which he/she has in said real property.

Further, Husband and Wife own jointly real property located at 2929 Selena Drive, Unit J-133, Nashville, Davidson County, Tennessee 37211, recorded in Deed Book 6381, page 727, Register of Deeds for Davidson County, Tennessee. Wife quitclaims to Husband all right, title and interest which he/she has in said real property.

Map 119-14-0-A
Par 42.00 CO

Further, Husband and Wife own jointly real property located at 2929 Selena Drive, Unit C-42, Nashville, Davidson County, Tennessee 37211, recorded in Deed Book 6090, page 377, Register of Deeds for Davidson County, Tennessee. Wife quitclaims to Husband all right, title and interest which he/she has in said real property.

043-13-0-A
007.00 CO

Further, Husband and Wife own jointly real property located at 323 Forrest Park, Unit 1-7, Nashville, Davidson County, Tennessee, recorded in Deed Book 5707, page 220, Register of Deeds for Davidson County, Tennessee. Husband quitclaims to Wife all right, title and interest which he/she has in said real property.

103-04-0
387.00

Further, Husband and Wife own jointly real property located at 4109 Nebraska Avenue, Nashville, Davidson County, Tennessee, recorded in Deed Book 6570, page 677, Register of Deeds for Davidson County, Tennessee. Husband quitclaims to Wife all right, title and interest which he/she has in said real property.

Further, Husband and Wife own a one-third interest in a partnership known as "Yorkshire Families" noted in Book 16, page 44, and recorded in Miscellaneous Book 18, page 118, of the Register of Deeds for Hickman County, Tennessee, and noted in Note Book F, page 169, recorded in Warranty Deed Book A.37, page 240, Register's Office of Lewis County, Tennessee. The deed for the real property owned by said partnership, Yorkshire Families, is

noted in Note Book 16, page 44, and recorded in Deed Book 82, page 54, Register's Office of Hickman County, Tennessee, and noted in Note Book F, page 169, and recorded in Warranty Deed Book A.37, page 245, Register's Office of Lewis County, Tennessee. Husband and Wife agree to quitclaim to their children all right, title and interest which they may have to said real property, subject to a life estate to be retained by each party in said "Yorkshire Families" property.

Further, Wife owns a one-tenth interest in a partnership known as "Dutch Valley Road." Husband quitclaims to Wife all right, title and interest which he may have in said real property. Wife shall be responsible for payment of all outstanding indebtedness owed against said real property and shall hold harmless Husband for payment thereof.

Further, Husband and Wife own as tenants in common with their son, Stuart Ray, the real property located at 2134 Fairfax Avenue, Unit A-9, Nashville, Davidson County, Tennessee. The parties agree that said property shall remain held as tenants in common until the property is sold, at which time the equity shall be equally divided. The parties shall be equally responsible for expenses of maintenance of said real property until sold.

2. PERSONAL PROPERTY: The parties have equitably divided their personal property, furniture, furnishings, and belongings as set forth on the attached Exhibits A and B. Items not listed in Exhibits A and B shall be the sole property of Wife. Each party shall make no claim against the interest or ownership of the personal property, furniture, furnishings, and personalty in the possession of the other party.

3. AUTOMOBILES: Husband quitclaims to Wife all right, title and interest he has in the 1987 Peugeot automobile in Wife's possession. Wife shall be solely responsible for the outstanding obligation owed against said automobile and shall hold Husband harmless for payment thereof.

Wife quitclaims to Husband all right, title and interest which she has in the 1985 Honda automobile in Husband's possession. Husband shall be solely responsible for any and all outstanding obligation against said automobile and shall hold Wife harmless for payment thereof.

The parties own a 1978 Peugeot Stationwagon presently being used by Stuart Ray. The parties shall sell said automobile and equally divide the net proceeds.

4. RETIREMENT: Each party shall be entitled to sole possession and ownership of his or her respective retirement plans, individual retirement accounts, pensions, and/or retirement benefits which have accrued during the marriage.

5. MEDICAL INSURANCE: Wife shall be entitled to maintain major medical hospitalization insurance coverage for her benefit through the Board of Pensions of The Presbyterian Church (by virtue of the Husband's employment). Wife shall be solely responsible for payment of any premiums or charges as the result of maintaining such insurance coverage. Husband agrees to execute any and all documents necessary for Wife to maintain such coverage and/or to convert such insurance.

6. EDUCATIONAL EXPENSES:

(A) The parties agree that the educational costs and supplemental living expenses of their daughter, Marcie Ray, shall be paid equally by Husband and Wife.

(B) The parties agree that the educational costs and supplemental living expenses of Gabriel Ferreira, excluding room and board, shall be paid equally by Husband and Wife during the 1988-1989 academic year.

7. DEBTS: Each party shall be solely responsible for payment of the outstanding indebtedness against the real property which he or she has acquired solely in his or her name pursuant to the terms of this Agreement. Each party shall be solely responsible for his or her own individual debts. Each

party shall hold the other party harmless for payment of the respective debts which he or she has agreed to pay or his or her respective individual debts. In the event a creditor of one party makes a claim against the other party, which claim is upheld by a Court of competent jurisdiction, to pay any debt for which one party is not responsible by contract or pursuant to the terms of this Agreement or otherwise, the other party against whom such claim is made shall be entitled to recover from the one party the amount of the payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

8. ATTORNEY'S FEES AND COURT COSTS:

(A) Each party shall be solely and separately responsible for paying their own attorney for services rendered in connection with the divorce proceedings now pending in Probate Court for Davidson County, Tennessee, and in connection with the negotiation of this Agreement.

(B) Husband shall pay the Court costs associated with the divorce proceeding now pending in the Probate Court for Davidson County, Tennessee.

9. BANKRUPTCY. Whenever one party is required by the terms of this Agreement to assume responsibility for payment of 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. §523(5), which is not dischargeable in bankruptcy as to the other party.

10. BEQUESTS: Each party hereby agrees that he or she will designate the parties' children as sole beneficiaries of any assets acquired during the parties' marriage, regardless of any subsequent marriages either party may enter.

11. GENERAL TERMS:

(A) Should either party institute legal proceedings to seek enforcement of any provision of this Agreement by

contempt action, breach of contract or other legal action, the prevailing party shall be awarded a judgment for reasonable expenses, including attorney's fees and Court costs incurred in such action.

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

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

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

(E) The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interests 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 their respective incomes, anticipated incomes, and all assets in which they have interests.

(F) 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 and with advice of counsel.

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

(H) 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 provision being severable.

(I) 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.

(J) 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.

THIS ORIGINAL AGREEMENT is executed by the parties and a copy of same is being retained by each party. The original copy will be tendered to the Court as part of the Final Decree of Divorce between the parties.

Darrell Blair Ray

DARRELL BLAIR RAY

Nancy Ward Ray

NANCY WARD RAY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Betty P. Fuller, a Notary Public in and for the aforesaid State and County, DARRELL BLAIR RAY, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this the 21st day of December, 1988.

Betty P. Fuller
NOTARY PUBLIC
My Commission Expires: 11/12/90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Betty P. Fuller, a Notary Public in and for the aforesaid State and County, NANCY WARD RAY, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this the 21st day of December, 1988.

Betty P. Fuller
NOTARY PUBLIC
My Commission Expires: 11/12/90

The last known addresses of the parties are:

Darrell Blair Ray
2929 Selena Drive, Unit C-42
Nashvlle, TN 37211

Nancy Ward Ray
3906 Valley Road
Nashville, TN 37205

IT IS FURTHER ORDERED THAT the costs incurred in this cause shall be paid by the Plaintiff, Darrell Blair Ray, for which execution may issue, if necessary.

ENTERED THIS 5 DAY OF Jan, 1989.

J. R. Everett Jr.
JUDGE JAMES EVERETT, JR.

APPROVED FOR ENTRY:

Carol L McCoy 1-5-89
CAROL L. McCOY - 2255
Attorney for Husband
P. O. Box 2726
214 2nd Avenue North - 200
Nashville, TN 37219
(615) 256-8125

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of this pleading has been served upon counsel of record for Wife, Ms. Patsy Spicer Carden, P.O. Box 2644 Nashville, TN 37219, , by placing same in the U. S. mail, postage prepaid, addressed to said counsel, this 5 day of Jan, 1989.

Carol L McCoy
CAROL L. McCOY - 2255

7.4902

IDENTIFICATION

JAN 7 12 08 PM '92

BOOK 8523 PAGE 455

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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* Probate ~~Circuit~~ *Court for Davidson County, Tennessee, on the* fifth *day of* January, *19* 89, *in Case Number* 88D-3812 *between* DARRELL BLAIR RAY, *Plaintiff, and* NANCY WARD RAY, *Defendant, as same remains of record in Book* 45C, *Page* 2257 *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* seventh *day of* January *in the year one thousand nine hundred and* ninety-two *and in the* two hundred sixteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By W. L. Rowland *D.C.*

Form #GR-117