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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

1991 JUL -2 PM 2 51

GEORGE L. ROBERTS

FAYE HUMAN BOATMAN
6720 Currywood Drive
Nashville, Tennessee

Plaintiff,

vs. No. 90D-410

BOOK 8525 PAGE 296

DAVID EVERETTE BOATMAN
Warren House Apartments
420 Welshwood Drive
Apt. 70
Nashville, Tennessee

Defendant.

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 1st day of July, 1991 before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff, upon the Marital Dissolution Agreement, which provides for the division of the parties' respective rights and interest in all jointly-owned property, and apportionment of the parties' debts; and upon all the pleadings, the Defendant having withdrawn his answer and counter-claim, from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the Marital Dissolution Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts, and should be approved; and that the ninety (90) day waiting period, as required by law, has elapsed;

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff, FAYE HUMAN BOATMAN, be, and she is hereby awarded an absolute divorce from the Defendant, DAVID EVERETTE BOATMAN; that the Plaintiff be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. The Marital Dissolution Agreement is hereby approved by the Court, and each and every provision of said Agreement is hereby made the Decree of the Court, as is copied verbatim herein:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

'91 JUL -2 PM 2:52

GEORGE L. ROGERS

FAYE HUMAN BOATMAN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 90D-410
	)	
DAVID EVERETTE BOATMAN,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Faye Human Boatman and David Everette Boatman, 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 Mrs. Boatman instituted divorce proceedings against Mr. Boatman on March 15, 1990, same being Civil Action No. 90D-410 in the Fourth 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, child custody rights, 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 are the parents of three children, Robin Lynn Boatman, age 20, (who is not a minor), John David Boatman, age 17, and Michael Shane Boatman, age 14. Absolute care, custody and control of the parties' minor children shall be, and is hereby, vested in Mrs. Boatman. Mr. Boatman shall have reasonable visitation privileges with the parties' minor children.

2. As child support, Mr. Boatman shall pay Mrs. Boatman the sum of Six Hundred Dollars ($600.00) per month. This support is based on child support guidelines presently in effect, and is for one child, as John will be eighteen, August 17, 1991. Said support shall be due and payable beginning July 15, 1991, each and every month thereafter on the 15th day of each month until the youngest child attains age eighteen (18), graduates from high school of the class of which he is a member graduates from high school, whichever occurs last.

3. Mrs. Boatman shall be allowed to claim the tax exemption on the minor children for federal income tax purposes and Mr. Boatman is ordered to execute any documents necessary so that Mrs. Boatman can claim said exemption.

4. For so long as Mr. Boatman is obligated to pay child support or medical expenses pursuant to the terms of this Agreement, Mrs. Boatman shall maintain in full force and effect a policy of major medical and hospitalization insurance covering each of the parties' children, paying all premiums required by the terms of the policy. In addition, each party shall pay one-half of any and all medical expenses incurred on behalf of the parties' minor children which are not covered by insurance, or which are within the deductible limits under the policy, including, but not limited to, doctor bills, hospital bills, prescription drug bills, dental bills, the cost of orthodontic examinations and braces, the cost of eye examinations, psychological or psychiatric expenses, including counselling, prescription glasses and contact lenses, and any other expense for medical care of the parties' minor children.

5. All right, title and interest of Mr. Boatman if any in and to Mrs. Boatman's pension profit sharing plan with her employer, Medical Specialist P.C. of Nashville, shall be and is hereby divested out of Mr. Boatman and is vested absolutely in Mrs. Boatman, free of any claim by Mr. Boatman.

6. All right, title and interest of Mr. Boatman in and to the parties' home located at 6720 Currywood Drive, Nashville, Davidson County, Tennessee shall be, and is hereby, divested out of Mr. Boatman and vested absolutely in Mrs. Boatman. Mrs. Boatman shall assume sole and separate responsibility for making the monthly payments secured by a first and second mortgage on said residence and further agrees to hold Mr. Boatman harmless from any liability therefor. Mr. Boatman shall execute a quitclaim deed conveying his

interest in the property to Mrs. Boatman. Mrs. Boatman shall pay to Mr. Boatman the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 ($1,400.00) DOLLARS on September 15, 1991. Additionally, Mr. Boatman shall be granted judgment for SIXTEEN THOUSAND AND NO/100 ($16,000.00) DOLLARS as his interest in the marital property of the parties. All attempts at execution or collection of this judgment are stayed until July 1996. Mr. Boatman is granted a lien on the property to secure his judgment. Should Mr. Boatman desire, he shall be allowed to offset his July 1991 and August 1991 child support payments and TWO HUNDRED AND NO/100 ($200.00) DOLLARS of his September 1991, child support. If he does so, on September 15, 1991, he shall pay FOUR HUNDRED AND NO/100 ($400.00) DOLLARS child support and beginning October 15, 1991, he shall pay SIX HUNDRED AND NO/100 ($600.00) DOLLARS per month child support and continuing as set out in Paragraph 2 above. The parties acknowledge and agree that child support is set out above in Paragraph 2 and this payment schedule in no way changes or affects the SIX HUNDRED AND NO/100 ($600.00) DOLLARS per month obligation set out above.

7. All right, title and interest of Mrs. Boatman in and to the 1988 Pontiac Sunbird titled soley in the name of Mrs. Boatman shall be and is hereby divested out of Mr. Boatman and vested absolutely in Mrs. Boatman, free of any claim of Mr. Boatman. Mrs. Boatman shall assume sole and separate responsibility for paying the outstanding indebtedness secured by a lien on said automobile and shall hold Mr. Boatman harmless from any liability therefor.

8. All right, title and interest of Mr. Boatman in and to the 1982 Ford EXP titled in the name of Mr. Boatman is hereby divested out of Mr. Boatman and vested absolutely in Mrs. Boatman, free of any claim by Mr. Boatman. Mr. Boatman shall assume sole and separate responsibility for paying any outstanding indebtedness which may be secured by a lien on said automobile and shall hold Mrs. Boatman harmless from any liability therefor.

9. All right, title and interest of Mrs. Boatman in and to the 1983 Grand Marquis titled in the name of Mr. Boatman is hereby divested out of Mrs. Boatman and vested absolutely in Mr. Boatman, free of any claim by Mrs. Boatman. Mr. Boatman agrees to take possession of this vehicle by July 16, 1991. Mr. Boatman shall assume sole and separate

responsibility for paying any outstanding indebtedness which may be secured by a lien on said automobile and shall hold Mrs. Boatman harmless from any liability therefor.

10. All articles of household furnishings and personal property situated at the 6720 Currywood Road residence, or otherwise in the possession of Mrs. Boatman, shall be, and are hereby, made her sole and separate property, free of any claim by Mr. Boatman, with the exception of the sofa, loveseat recliner, and the picture that matches the sofa in the den, the kitchen table and six (6) chairs which are presently stored in the attic, the son John's full size Hollywood bed presently being used by John, Mr. Boatman's grandmother's chest of drawers, presently being used by Robin, and the items Mr. Boatman's mother bought or made for the parties. These articles shall be, and are hereby, made the sole and separate property of Mr. Boatman, free of any claim by Mrs. Boatman. Mr. Boatman will give Mrs. Boatman reasonable notice before he comes to remove them.

11. All articles of household furnishings and personal property located in Mr. Boatman's residence at Warren House Apartments, 420 Welshwood Drive, Apt. 70, Nashville, Tennessee, or otherwise in his possession, shall be, and are hereby, made his sole and separate property, free of any claim by Mrs. Boatman.

12. Mr. Boatman is permanently enjoined and restrained from coming about or contacting Mrs. Boatman for the purpose of harrassment or intimidation or to do her any injury or from injuring her.

13. All right, title and interest of Mr. Boatman in and to any bank accounts styled the name of Mrs. Boatman shall be and is hereby, divested out of him and vested absolutely in Mrs. Boatman, free of any claim by Mr. Boatman.

14. All right, title and interest of Mrs. Boatman in and to any bank accounts styled in the name of Mr. Boatman shall be and is hereby, divested out of her and vested absolutely in Mr. Boatman, free of any claim by Mrs. Boatman.

15. All right, title and interest of Mrs. Boatman in and to all life insurance policies on the life of Mr. Boatman in which Mr. Boatman is the owner shall be and is hereby, divested out of Mrs. Boatman and vested absolutely in Mr. Boatman free of any claim by Mrs. Boatman. Mrs. Boatman shall execute any and all documents required to transfer these policies.

16. All right, title and interest of Mr. Boatman in and to any life insurance policies on the life of Mrs. Boatman or the lives of Robin Boatman, John Boatman, and/or Michael Boatman shall be and is hereby divested out of Mr. Boatman and vested absolutely in Mrs. Boatman free of any claim by Mr. Boatman. Mr. Boatman is ordered to execute any documents required to transfer ownership of these policies to Mrs. Boatman.

17. All right, title and interest of Mrs. Boatman in and to the two (2) rings given to Mrs. Boatman by Mr. Boatman as Christmas presents shall be and is hereby divested out of Mrs. Boatman and vested absolutely in Mr. Boatman. The rings will be available for Mr. Boatman to pick up on July 1, 1991 at the office of Sidney S. F. Bennett, 611 Commerce Street, Suite 2802 The Tower, Nashville, Tennessee.

18. Mr. Boatman shall assume sole and separate responsibility for the payment of any loans or other indebtedness styled in his name, and shall hold Mrs. Boatman harmless from any liability therefor.

19. Mrs. Boatman shall assume sole and separate responsibility for the payment of any loans or other indebtedness styled in her name, and shall hold Mr. Boatman harmless from any liability therefor.

20. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

21. The parties filed separate federal income tax returns for the calendar year 1990. The parties agree each will be individually responsible for any taxes, penalties, and/or interest which may hereafter be finally determined to be due as a result of income earned and/or received by that party. For the purpose of determining their tax liability, Mr. Boatman agrees that he received the income from the life insurance policies from Equitable Life Insurance. Further, the parties agree to hold each other harmless from any liability for such income taxes, penalties and/or interest as may hereinafter be finally determined to be due.

22. 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.

23. In the event a creditor of either party seeks to compel the other party 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 for the other part 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.

24. 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.

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

26. 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, alimony, pensions, 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 Mrs. Boatman and Mr. Boatman, individually and jointly, or any property that either of them may acquire in the future.

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

28. 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.

29. 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.

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

31. This Agreement is intended to be interpreted according to the laws of the State of Tennessee.

32. In the event 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 being severable.

33. All court costs shall be divided equally between the parties.

34. 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.

35. 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.

Faye Human Boatman

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the aforesaid State and County, Faye Human Boatman, 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 28th day of June, 1991.

Notary Public

My Commission Expires:

11-27-93.

David Everette Boatman

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the aforesaid State and County, David Everette Boatman, 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 27 day of June, 1991.

Notary Public

My Commission Expires:

9/26/92.

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It is hereby ORDERED, ADJUDGED AND DECREED all court costs will be divided equally between the parties.

It is finally ORDERED, ADJUDGED AND DECREED by the Court that execution may issue to enforce any of the provisions of this Decree.

ENTERED this the 1st day of July, 1991.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

SIDNEY S. F. BENNETT #10371
Attorney for Faye Human Boatman
611 Commerce Street
Suite 2802 The Tower
Nashville, TN 37203
(615) 244-7305
FAX (615) 254-0011

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed by U.S. Mail, postage pre-paid, to David Everette Boatman, c/o Mid-Tenn Truck Sales, 1319 Foster Avenue, nashville, Tennessee 37210 on this the 1 day of July, 1991.

SIDNEY S. F. BENNETT

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7:55 U A

IDENTIFICATION REFERENCE

JAN 9 10 29 AM '92

PICK-UP

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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* 2nd *day of* July, *19* 91, *in Case Number* 90D-410 *between* Faye Human Boatman *Plaintiff, and* David Everette Boatman *Defendant, as same remains of record in Book* 198A, *Page* 311 *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* 9th *day of* January *in the year one thousand nine hundred and* ninty-two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117