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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

'89 MAR -9 PM 4:02

K. Spurlock D.C.

BARBARA JO WARD,	)	
	)	
Plaintiff	)	
	)	
vs.	)	DOCKET NO.: 87D-2736
	)	
DAVID CHARLES WARD,	)	
	)	
Defendant	)	162-9-A-64.00CO

FINAL DECREE BOOK 8541 PAGE 765

This cause came on to be heard on the 9th day of March, 1989, before the Honorable James Everett, Judge for the Probate Court for Davidson County, Tennessee, upon the pleadings, default judgment heretofore taken, the notarized Marital Dissolution Agreement, the testimony and the record as a whole, from all of which the Court affirmatively finds that the parties have made a fair and equitable distribution of their property and they have made adequate and sufficient provisions for the custody and care of the parties' minor child and are entitled to an absolute divorce on the grounds of irreconcilable differences and that the Marital Dissolution and Custody Agreement is affirmatively approved as submitted.

It is therefore ORDERED, ADJUDGED, and DECREED that the Plaintiff be and hereby is awarded an absolute divorce from the Defendant and the parties are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED, and DECREED that the settlement and custody agreement of the parties is hereby approved and ratified by the Court and is incorporated as the Order of this Court set out as follows:

81221

IDENTIFICATION REFERENCE

FEB 3 9 03 PM '89

DAVIDSON COUNTY

20.00

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

BARBARA JO WARD)

Plaintiff,)

vs.)

DAVID CHARLES WARD)

Defendant.)

BOOK 8541 PAGE 766

NO. 87D-2736

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Barbara Jo Ward and David Charles Ward, 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 the Wife instituted the above-styled divorce proceeding in the Fourth Circuit Court for Davidson County; 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 property and other matters of concern;

THEREFORE, in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

I.

The parties are the parents, of one child, Sarah Jo Ward, age 7, born November 30, 1980. Absolute care, custody and control of said child shall be, and is hereby vested in Barbara Jo Ward.

II.

The parties agree that the Husband will have visitation with the child on an open and flexible basis. The parties agree that the Husband will give 24-hour notice of his desire to exercise visitation with the child.

III.

As child support, the Husband shall pay to the Wife the sum of $1,000.00 per month. Said payments shall continue until Sarah Jo Ward reaches the age of 18 years or graduates from high school, whichever is the later to occur. Mr. Ward shall pay for Sarah Jo Ward's reasonable college expenses; including, but limited to, tuition, room and board, and books.

IV.

The parties agree to maintain in force and effect all existing policies of major medical and hospitalization insurance covering the parties' child, paying all premiums required by the terms of the policies. In addition, the parties agree to each pay one-half (1/2) of any and all medical expenses incurred on behalf of the child which are not covered by insurance, or which are within the deductible limits of the policies.

V.

To secure his obligations for child support and medical expenses pursuant to the terms of this Agreement, Mr. Ward agrees to maintain in full force and effect life insurance policies in the face amount of $100,000.00, and shall pay all premiums required by the terms of the policies. Mrs. Ward shall be the named beneficiary of the policies as Trustee for the parties' child. In her capacity as Trustee, Mrs. Ward will be authorized, in the event of Mr. Ward's death, to use the proceeds of the policy to fulfill Mr. Ward's obligations pursuant to the terms of this Agreement, and to provide generally for the health, education and welfare of the parties' child. Any funds remaining in the hands of the Trustee at such time as the parties child obtains the age of 21 shall be distributed to the parties' child. Mr. Ward shall furnish Mrs. Ward a copy of the policy or policies and a copy of the appropriate beneficiary designations. He shall instruct the insurance carrier to notify Mrs. Ward in the event that premiums are not paid in accordance with the policy requirements.

VI.

All right, title, and interest of Mr. Ward in and to the parties' home located at 5510 Country Drive, #64, Nashville, Tennessee, shall be, and is hereby, divested out of Mr. Ward and vested absolutely in Mrs. Ward. Mrs. Ward shall assume sole and separate responsiblity for making the monthly payments secured by a mortgage on said residence and further agrees to hold Mr. Ward harmless from any liability therefor. Mr. Ward shall execute a Quitclaim Deed conveying his interest in the property to Mrs. Ward.

VII.

All right, title and interest of Mr. Ward in and to the 160 acres in Jefferson County, Oklahoma, shall be, and is hereby, divested out of Mr. Ward and vested absolutely in Mrs. Ward. Mrs. Ward shall assume sole and separate responsiblity for making any payments secured by a contract on said property, and further agrees to hold Mr. Ward harmless from any liability therefor. Mr. Ward shall execute a Quitclaim Deed conveying his interest in the property to Mrs. Ward.

VIII.

All right, title and interest of Mr. Ward in and to the 1983 Volvo shall be, and is hereby, divested out of him and vested absolutely in Mrs. Ward.

IX.

All right, title and interest of Mrs. Ward in and to the 1987 Ford Mustang shall be, and is hereby, divested out of her and vested absolutely in Mr. Ward. Mr. Ward shall assume sole and separate responsibility for paying any outstanding indebtedness secured by a lien on said vehicle and shall hold Mrs. Ward harmless from any liability therefor.

X.

The parties have already divided their household furnishings and personal property to their mutual satisfaction, and all articles of property are hereby made their separate property, free of any claim of the other.

XI.

Each party shall be the sole owner of his or her retirement benefits through their respective employment. Mr. Ward shall divide equally with Mrs. Ward the accumulated stock in his name other than retirement, such as deferred wages, incentives, bonus or options he may have accumulated with his employer.

XII.

The parties agree that Mr. Ward will claim Sarah Jo Ward as income tax deductions. The parties further agree that Mrs. Ward is in agreement to waive the exemption of the child is conditioned upon Mr. Ward remaining current in his child support obligations.

XIII.

The parties agree that Mrs. Ward shall assume responsiblity for her VISA bill. Mr. Ward shall assume sole responsiblity for all other credit cards in his name or other bills in his name. The parties further agree to each hold the other harmless for any liabilities on said bills.

XIV.

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.

XV.

The parties agree that each shall be responsible for one-half (1/2) of Mrs. Ward's attorney fees and for any court costs incurred in this cause.

XVI.

The parties further agree that Mrs. Ward shall have the right to resume her former maiden name, Barbara Jo Life. And all provisions herein referring to Mrs. Ward shall also be applicable to Barbara Jo Life.

XVII.

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.

XVIII.

In the eventy 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 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 fees.

XIX.

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 fees incurred in prosecuting this action.

XX.

The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets that are not reflected by the terms of this Agreement.

XXI.

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 parties hereto, except for private contract relative to increases in child support entered into by the parties simultaneously with this agreement, and shall constitute a discharge from all claims arising out of their marital relationship as provided herein.

XXII.

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 herein and their legal affect are 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. Each party understands that he or she has the right of advise of counsel concerning this Agreement and the duties of obligations created thereby.

XXIII.

This Agreement contains the entire understanding of the parties, except for the parties contractual agreement in regard to increases in child support executed simultaneouly with this Agreement. There are no representations, warranties, or promises other than those expressly set forth herein.

XXIV.

It is understood and agreed between the parties that as part of the consideration of 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.

WITNESS OUR HAND, this 22 day of Jan, 1988. 1989 BIL

Barbara Jo Ward Date

David Charles Ward 1/22/89 Date

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named Barbara Jo Ward, the bargainor, with whom I am personally acquainted (or proved to me on thebasis of satisfactory evidence) and who acknowledged that she executed the foregoing (MARITAL DISSOLUTION AGREEMENT) instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at office of _____, Tennessee, this 22nd day of _____, 1988.

Notary Public

My Commission expires: 11-12-90

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named David Charles Ward, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing (MARITAL DISSOLUTION AGREEMENT) instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at office of _____, _____, this 22nd day of _____, 1988.

Notary Public

My Commission expires: 11-12-90

It is further ORDERED, ADJUDGED, and DECREED that unless specifically ordered by the Court, child support shall not be reduced or prorated.

The Court further found that the correct address of the parties is as follows:

HUSBAND:

651 Normandy Drive, Eveansville, Ind. 47715

WIFE:

5510 Country Drive, #64, Nashville, Tn. 37211

It is further ORDERED, ADJUDGED, and DECREED that Wife's maiden name of Life shall be and hereby is restored.

It is further ORDERED that the costs of this cause shall be taxed against the parties equally which let execution issue if necessary.

Enter this the 9 day of March, 1989.

Judge

APPROVED FOR ENTRY:

Richard E. Norman, Jr.

Richard E. Norman, Jr.
Attorney for Plaintiff
4220 Nolensville Road
Nashville, Tn. 37211
(615) 834-4300
Reg. #2661

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been served by postage prepaid mail upon David Charles Ward, 651 Normandy Drive, Evansville, Ind., 47715 on this the 7th day of MARCH, 1989.

Richard E. Norman, Jr.

BOOK 8541 PAGE 774

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* 9th *day of* March, *19* 89, *in Case Number* 87D-2736 *between* Barbara Jo Ward *Plaintiff, and* David Charles Ward *Defendant, as same remains of record in Book* 47A, *Page* 28 *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* 24th *day of* January *in the year one thousand nine hundred and* Ninety-Two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117