2020/1271

BOOK 8549 PAGE 294

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARILYN WEST BLAISDELL,	)	
Plaintiff,	)	
vs.	)	NO. 91D-658
DAVID EDWARD BLAISDELL,	)	
Defendant.	)	

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FINAL DECREE

This cause came on to be heard on the 8th day of January, 1992, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Complainant. Upon hearing testimony of the Complainant, statements of counsel for the Complainant and upon the entire record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Complainant, MARILYN WEST BLAISDELL, is hereby awarded an absolute divorce from the defendant, DAVID EDWARD BLAISDELL, on the grounds of irreconcilable differences, T.C.A. Section 36-801-II, and the parties are hereby restored all of the rights and privileges of unmarried persons.

It further appears to the Court that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor children at this time. Unless specifically ordered by the Court, such support shall not be reduced or prorated. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into on the day and date last acknowledged below by and between MARILYN WEST BLAISDELL, hereinafter referred to as "WIFE"; and DAVID EDWARD BLAISDELL, hereinafter referred to as "HUSBAND";

W I T N E S S E T H:

WHEREAS, the parties were married on June 28, 1969, Vero Beach, Florida, and lived together as husband and wife thereafter; and,

WHEREAS, there were two (2) children born of the marriage, whose names and ages are as follows:

Sean David Blaisdell	Age 20
Jay Edward Blaisdell	Age 17

WHEREAS, certain serious differences have arisen between the parties hereto, which appear to be irreconcilable and an action for divorce is now pending in the Fourth Circuit Court for Davidson County, Tennessee, in the case of Marilyn West Blaisdell vs. David Edward Blaisdell, Docket Number 91D-658; and,

WHEREAS, the said parties are desirous of definitely settling and determining all matters of property, support, custody and support of the minor children, and all other claims or rights between them which have arisen or might arise out of the marital relation between them, and as a result of any action for divorce; and,

WHEREAS, each of the parties is fully informed and advised of the property and estate of the other, and of their respective rights and liabilities against and to the other and all of the estate and property of the other.

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:

EFFECTIVE DATE OF AGREEMENT

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

RIGHT TO LIVE SEPARATELY

2. The parties may and shall continue to live apart for the rest of their lives. Each shall be free from interference, direct or indirect, by the other as fully as though unmarried, and neither of the parties shall molest or interfere with each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

CUSTODY AND VISITATION OF MINOR CHILD

3. The WIFE shall have the legal custody of the parties' minor child, Jay Edward Blaisdell, subject to the HUSBAND'S reasonable rights of visitation and subject to an Order of a Court of competent jurisdiction.

CHILD SUPPORT

4. For the care, welfare, support and maintenance of the parties minor child, Jay Edward Blaisdell, HUSBAND shall pay direct to WIFE the sum of Four Hundred Sixty-four and 52/100 Dollars ($464.52) per month, payable on the first day of each and every month, beginning on the 1st day of the month following the date of the sale and closing of the parties' homeplace, as hereinbelow described and set forth in Paragraph 6, and continuing until such time as the youngest minor child has reached his legal age, graduated from high school with his regularly scheduled graduating class, or otherwise become emancipated. Unless specifically ordered by this Court or by another Court with competent jurisdiction, such support shall not be reduced or prorated. The parties represent that the said child support conforms to the present existing Child Support Guidelines.

MEDICAL INSURANCE

5. For so long as HUSBAND is insurable HUSBAND shall maintain and pay for Blue Cross/Blue Shield hospital and medical insurance, or its equivalent, covering the parties' children, Sean David Blaisdell and Jay Edward Blaisdell, until such time as each of the said children has graduated from college or otherwise become fully emancipated. HUSBAND will pay all of the cost of medical or health care treatment not covered by the said medical insurance, for each of the said children, until each child has graduated from college or otherwise become fully emancipated. HUSBAND will provide the same or similar medical

insurance for the use and benefit of WIFE until such time as a divorce has been granted and becomes final.

HOMEPLACE
8011 OLD SPRINGFIELD HIGHWAY, GOODLETTSVILLE, TENNESSEE

6. The parties own as tenants by the entirety a certain tract of land at 8011 Old Springfield Highway, Goodlettsville, Davidson County, Tennessee, which land includes a dwelling house, a barn, and other structures and appurtenances, said property being heretofore occupied by the parties as their homeplace. The said real property is encumbered by a first mortgage lien in favor of the Sovran Bank with a present approximate balance of $125,000.00.

All right, title or interest which HUSBAND may have in and to the homeplace tract, as hereinbelow described, shall be divested out of HUSBAND and vested in WIFE, to be hers absolutely, said real property being more specifically and particularly described as follows, to-wit:

> A certain tract or parcel of land lying and being the 10th Civil District of Davidson County, Tennessee, bounded on the North by Swift, bounded on the East by Dickerson Pike, bounded on the South by Bakers Station Road and bounded on the West by Bridges and being more particularly described according to a survey by Johnson & Dillehay Land Surveyors, dated September 26, 1985, as follows:
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> BEGINNING on an iron pin (found) located in the west margin of Dickerson Pike, said pin being the northeast corner of said Tract and a corner to Swift; thence along the West margin of Dickerson Road for the next three calls South 32 deg. 04 min. 48 sec. East 202.88 feet to an iron pin, South 32 deg. 26 min. 18 sec. East 255.94 feet to an iron pin, South 33 deg. 32 min. 30 sec. East 174.80 feet to an iron pin, said pin being the southeast corner of said tract, said pin also located in the north margin of Bakers Station Road; thence leaving Dickerson Road South 56 deg. 36 min. 37 sec. West 137.34 feet to an iron pin located in the North margin of Bakers Station Road; thence along a curve having a Delta of 67 deg. 04 min. 15 sec, a radius of 251.33 feet, a length of 294.21 feet, a chord of 277.69 feet and a chord bearing of South 86 deg. 37 min. 58 sec. West to an iron pin located in the North margin of Bakers Station Road; thence along the north margin of Bakers Station Road for the next four calls, North 50 deg. 26 min. 37 sec. West 330.80 feet to an iron pin, North 63 deg. 46 min. 01 sec. West 134.55 feet to an iron pin, North 79 deg. 54 min. 29 sec. West 245.78 feet to an iron pin, North 88 deg. 00 min. 50 sec. West 418.91 feet to an iron pin, said pin being the southwest corner of said tract and a corner to Bridges; thence leaving Bakers Station Road North 13 deg. 15 min. 35 sec. East 46.38 feet to an iron pin, said pin being a corner to Bridges; thence North 18 deg. 23 min. 10 sec. West 252.25 feet to an iron pin, said pin being a corner to Bridges; thence North 27 deg. 25 min. 18 sec. East 401.76 feet to an iron pin, said pin being the northwest corner of said tract and a corner to Bridges and Swift; thence South 61 deg. 05 min. 14 sec. East 900.89 feet to an iron pin (found); thence North 63 deg. 07 min. 45 sec. East 203.97 feet to the point of beginning, containing 15.35 acres, more or less.
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> BEING the same property conveyed to David E. Blaisdell and wife, Marilyn W. Blaisdell, by deed from John T. Leeman, an unmarried man, and Margaret Burris Leeman, an unmarried woman, of record in Book 6674, page 423, Register's Office for Davidson County, Tennessee.

WIFE shall have the first right to select a realtor of her choice for the advertisement and sale of said property under a Listing Contract not to exceed 120 days. Thereafter, HUSBAND shall have the right to select a realtor of his choice for the advertisement and sale of the said

property under a Listing Contract for the next 120 days. Thereafter, the right to select a realtor will alternate between the parties every 120 days, until such time as the said property has been sold and closed.

The sale price will be established through the joint agreement of HUSBAND and WIFE. If the parties disagree on the sales price, each party will select an appraiser, of his or her choice, at his or her sole cost and expense, and the appraisers will meet and establish a sales price for the said property. If the two (2) appraisers cannot agree upon a sales price reflecting the current market value of the said property, the appraisers will jointly select a third appraiser to make an appraisal of the said property, at the joint cost expense of HUSBAND and WIFE, and the market value established by the third appraiser shall be the sales price for the said property, for all purposes.

Notwithstanding, the parties agree that the said real property, together with the improvements thereon and the appurtenances thereto, shall be offered for sale by WIFE and held for sale by her until sold, at such price or prices as WIFE, in her sole discretion, may deem reasonable and proper.

At such time as the said real property has been sold and closed, WIFE will pay direct to HUSBAND an amount equal to one-half (1/2) of the net equity proceeds from the said sale. The net equity proceeds from the sale of the said real property shall be that amount paid to WIFE after the payment of the payoff on the existing mortgage and all of the costs of sale, including but not limited to attorney's fees, title policy premiums, realtor's commissions, termite inspection fees, document preparation costs and other similar costs and expenses. HUSBAND will retain a lien on the property hereinabove described to secure the payment and satisfaction of one-half (1/2) of the net equity proceeds from the sale and closing of the said real property, as hereinabove described.

Prior to the time the homeplace has been sold and closed, HUSBAND shall be solely responsible for the payment of all mortgage payments, taxes, insurance, repairs, upkeep and maintenance on the said property. During said period, WIFE shall be solely responsible for the payment of all utilities and lawn care. WIFE shall keep the said property in a neat, orderly manner and shall fully cooperate and make the said property available for inspection upon reasonable notice from the listing realtor.

WIFE shall have the sole and exclusive right to the use and occupancy of the said homeplace until such time as the said property has been sold, and thereafter for a period of thirty (30) days following the date of the closing.

BEACH MOUNTAIN PROPERTY-UNIMPROVED

7. The parties own as tenants by the entirety, certain unimproved real property on Beach Mountain, North Carolina, said real property being free and unencumbered. The parties agree that the said real property will be offered for sale and held for sale until sold and that the net proceeds from the said sale, after the payment of all of the costs and expenses of sale, shall be divided one-half (1/2) to WIFE and one-half (1/2) to HUSBAND. Each party will be responsible for one-half (1/2) of the association dues and taxes on the said property, now or hereafter due and owing on the said property.

COMMERCIAL PROPERTY
3533 DICKERSON ROAD, NASHVILLE, TENNESSEE

8. The parties own as tenants by the entirety a certain commercial building and commercial lot at 3533 Dickerson Road, Nashville, Tennessee, said property being occupied by Blaisdell & Associates. The said real property shall be divested out of the parties as tenants by the entirety and vested in the HUSBAND, to be his absolutely, subject to a first mortgage lien in favor of the Bank of Goodlettsville, which real property is more specifically and particularly described as follows, to-wit:

> BEING a part of the A. C. Webb's Demoville Tract, as of record in Book 547, page 26, Register's Office for said County, described according to a survey by George Watkins, Surveyor, dated August 18, 1949, as follows:
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> BEGINNING at a point in the center of Dickerson Road, 120 feet south from the northwest line of A. C. Webb's 15 acre Demoville Lands, as purchased by T. A. Seibert and wife from A. C. Webb as of record in Book 620, page 630, said Register's Office, said point being at the southwest corner of a 20 foot strip conveyed to Leslie E. Glenn and wife, by deed from Lavergne H. Saltzgarber and recorded in Book 1755, page 331, said Register's Office; thence, with the center of Dickerson Road, South 10 deg. 31 min. East 195 feet to a point, said point being the southwest corner of the property conveyed to Lavergne H. Saltzgarber by deed from Leslie E. Glenn of record in Book 1755, page 377, said Register's Office; said point being the northwest corner of the property conveyed to O. L. Reinhardt and wife of record in Book 1637, page 183, said Register's Office; thence with Reinhardt's northerly line South 87 deg. East 214 feet to an iron pin in Reinhardt's north line; thence North 10 deg. 30 min. West 195 feet to an iron pin; thence North 87 deg. West 214 feet to the point of beginning.
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> BEING the same property conveyed to David E. Blaisdell by deed from Rebecca Jean Bethea and Helen Ruth Johnson of record in Book 5855, page 386, Register's Office for Davidson County, Tennessee.

HUSBAND will assume the balance of the present existing mortgage(s) on the said real property, together with any other debts or obligations relating in any manner to the said real property; and, HUSBAND will indemnify and hold WIFE harmless from any cost, expense or judgment relating to any claim, demand or suit concerning the said real property or the mortgage(s) or debts relating to same, including WIFE'S reasonable attorney's fees, court costs and other litigation expenses.

Notwithstanding, WIFE shall retain a lien on the said real property, as hereinabove described, for an amount equal to one-half (1/2) of the total net equity value of the said property to be paid by HUSBAND to WIFE as follows: (a) upon any sale and closing of the said real property, or (b) if the said property has not been sold and closed prior to the expiration of the rehabilitative alimony payments as set forth in ¶16 below, WIFE'S equity in the commercial property shall be the exact same amount paid to HUSBAND for his equity in the homeplace, as set forth and described in ¶6 above, which amount, together with interest thereon at the rate of 8% per annum, shall be paid by HUSBAND to WIFE in monthly installments of $500.00 each beginning on the first day of the month following the expiration or termination of the alimony payments as described in ¶16 below, and a like amount on the first day of each and every succeeding month until the said equity, including interest, has been fully paid and satisfied, except that HUSBAND shall have the right and option to pay the amount of the then existing balance, together with accrued interest, at any time, without any penalty, premium or fee. Notwithstanding any provisions to the contrary, the net equity proceeds to be paid to WIFE by HUSBAND shall never exceed the amount of the net equity proceeds received by HUSBAND from the sale of the parties' homeplace, as hereinabove set forth in ¶6. If the said property has been sold and closed, prior to the termination of the rehabilitative alimony payments, as set forth below in ¶16, the net equity proceeds shall be the difference between the gross sales price and the payoff on the present existing mortgage owing to Sovran Bank, plus all cost and expenses of sale, including but not limited to attorney's fees, document preparation costs, owners title insurance premiums, termite inspection fees and other similar costs and expenses, but the net equity proceeds shall never be more than the amount paid to HUSBAND for his equity in the homeplace, as set forth and described in ¶6 above.

WIFE shall retain a lien on the said property to secure the payment of one-half of the net equity proceeds of the said property, as hereinabove described. WIFE'S lien shall not be subordinated to any future mortgages or liens against the said real property.

FARM EQUIPMENT

9. Following the sale and closing of the parties' homeplace, all farm equipment, including but not limited to a tractor, a tiller, lawn mowers, a chain saw, a 4-wheeler, and a 1978 GMC truck will be sold at the direction of HUSBAND and the proceeds from the said sale or sales will be divided one-half (1/2) to HUSBAND and one-half (1/2) to WIFE. HUSBAND will furnish to WIFE a copy of the bill of sale on each item of such property sold, with the name, address and telephone number of the buyer clearly shown and the bill of sale acknowledged by the buyer.

BOAT, MOTOR, TRAILER

10. The parties own a boat, motor and trailer which is free and encumbered. The said boat, motor and trailer will be sold, at the direction of WIFE, and the net proceeds from the said sale, after the payment of said lien and all costs and expenses of sale, shall be paid one-half (1/2) to WIFE and one-half (1/2) to HUSBAND. The said boat, motor and trailer will be sold, upon a mutually agreed sales price, at the direction of either party and the net proceeds from said sale, after the payment of all costs and expenses of said sale, shall be paid one-half (1/2) to WIFE and one-half (1/2) to HUSBAND. The party selling the said boat, motor and trailer will furnish to the other party a copy of the bill of sale or bills of sale on the said property, showing the name, address and telephone number for each buyer and a signed acknowledgement of the sale by each buyer. Prior to the sale, HUSBAND will furnish to WIFE a copy of the bill of sale or bills of sale on the said property, showing the name, address and telephone number for each buyer and a signed acknowledgment of the sale by each buyer. Prior to the sale, HUSBAND shall be solely responsible for any required license for the said boat, and for all repair, maintenance, upkeep, gas and insurance for same. Each party will have the joint use of the said boat, motor and trailer until such time as the said property has been sold.

BANK ACCOUNTS

11. The parties have hereto made a division of all bank accounts owned by them jointly. All savings or checking accounts presently in the name of HUSBAND or WIFE shall continue to be his or her property absolutely, without any right, claim or demand on the part of the other party.

STOCKS OWNERSHIP - AMERICAN PRESS PRINTING CO., INC.

12. HUSBAND owns 70% of all of the outstanding shares of stock in American Press Printing Co., Inc., a Tennessee Corporation. All right, title or interest which WIFE may have in and to the said stock and in and to American Press Printing Co., Inc., shall be divested out of WIFE and vested in HUSBAND, to be his absolutely. HUSBAND will indemnify and hold WIFE harmless from any cost, expense or judgment relating to any claim, demand or suit involving American Press Printing Co., Inc. or any transactions concerning same, including WIFE'S reasonable attorney's fees, court costs and other litigation expenses.

INVESTMENTS

13. Investments known as Keystone Distributors with a present approximate value of $360.37 and American Properties Investors with a present approximate value of $2,500.00 shall

be owned one-half (1/2) by WIFE and one-half (1/2) by HUSBAND, with an equal right to all dividends and proceeds of sale. In the event the said investments can be divided, HUSBAND will take such steps as may be necessary to divide the said investments in order that the one-half (1/2) interest owned by HUSBAND and the one-half (1/2) interest owned by WIFE shall be separated on the books and records of Keystone Distributors.

HOUSEHOLD GOODS

14. The parties have heretofore made a division of all household goods, furniture, fixtures, appliances, tools, equipment and other personal property heretofore recognized as the joint property of the parties during the marriage. All such property now in the possession and control of WIFE shall continue to be WIFE'S property, absolutely, without any right, claim or demand on the part of HUSBAND. All such property now in the possession and control of HUSBAND shall continue to be HUSBAND'S property, absolutely, without any right, claim or demand on the part of WIFE. Each party shall retain his or her clothing, jewelry and other personal effects.

AUTOMOBILES-VEHICLES

15. The parties own four (4) vehicles, three (3) of which are encumbered. Ownership and title to a 1986 Lincoln Continental automobile encumbered by a lien with an approximate balance of $5,996.52 payable in monthly payments of $325.83 shall be vested and fixed in HUSBAND, to be his absolutely. Ownership and title to a 1987 Pontiac automobile encumbered by a lien with a present approximate balance of $3,840.73 payable in monthly payments of $221.46 will be vested and fixed in WIFE, to be hers absolutely. Ownership and title to a 1985 Ford Thunderbird automobile, with a present approximate balance of $1,353.16, payable in monthly payments of $175.23 each will be vested and fixed in HUSBAND, to be his absolutely. Notwithstanding, HUSBAND will be responsible for all insurance payments and all monthly payments required to be paid to satisfy the lien on the said 1985 Ford Thunderbird automobile during the time that Sean Blaisdell is regularly enrolled in school in furtherance of his education. Ownership and title to a 1978 Chevrolet Nova automobile, which is free and unencumbered, will be vested and fixed in WIFE, to be hers absolutely.

Otherwise, each party will be solely responsible for all upkeep, repairs, maintenance, gasoline, oil, licenses, taxes and insurance on his or her respective automobile, after date hereof.

ALIMONY

16. HUSBAND will pay direct to WIFE, as rehabilitative alimony, as follows:

(1) Until such time as the homeplace at 8011 Old Springfield Highway, Goodlettsville, Davidson County, Tennessee, has been sold and closed, HUSBAND will pay direct to WIFE rehabilitative alimony in the amount of $200.00 per week, beginning the first Friday following the date of the execution of this Agreement.

(2) After the sale and closing of the homeplace at 8011 Old Springfield Highway, Goodlettsville, Davidson County, Tennessee, HUSBAND will pay direct to WIFE, as rehabilitative alimony, the sum of $250.00 per week, the first such payment to be made on the first Friday following the closing of the said real property.

(3) The rehabilitative alimony as hereinabove described shall terminate on the 60th month following the date of the first payment as hereinabove set forth in Paragraph 16(1) or upon the death or remarriage of WIFE, but not otherwise.

INSURANCE POLICY RENEWALS

17. HUSBAND represents and warrants that he has no equity interest in any insurance policy renewals through American Income Life Insurance Company, inasmuch as the aggregate of the withdrawals made by HUSBAND from American Income Life Insurance Company against the said policy renewals presently exceeds the value of the renewals. Based on this representation, WIFE relinquishes any and all right, title or interest which she may have in the said insurance policy renewals, to the end that the said insurance policy renewals shall be the sole and separate property of HUSBAND. HUSBAND agrees to indemnify and hold WIFE harmless for any cost, expense or judgment relating to any claim, demand or suit brought by American Income Life Insurance Company in connection with the said insurance policy renewals or any deficiency between the withdrawals made by HUSBAND against the said insurance policy renewals and the value of the said renewals, including WIFE'S reasonable attorney's fees, court costs and other litigation expenses.

INSURANCE BUSINESS - BLAISDELL & ASSOCIATES

18. Except as stated herein to the contrary, all assets of Blaisdell & Associates, including the furniture, fixtures, appliances, tools and equipment for said business and all policies of insurance written, shall be vested and fixed in HUSBAND, to be his absolutely. HUSBAND shall be solely responsible for all debts and obligations owing by the said insurance agency. HUSBAND agrees to indemnify and hold WIFE harmless from any claim, demand or suit relating to any debt or obligation owing by Blaisdell & Associates or by American Income Life Insurance Company, past, present or future, including WIFE's reasonable attorney's fees, court costs and other litigation expenses.

INCOME TAX FILINGS

19. The parties agree that they will file a separate income tax return for the taxable year 1991. Any income tax refund for the taxable year 1990 will be divided one-half (1/2) to WIFE and one-half (1/2) to HUSBAND. Any deficiency in taxes owing or in any taxes assessed for the taxable year 1990, or any previous year will be paid by HUSBAND, and, HUSBAND agrees to indemnify and hold WIFE harmless from any claim, demand or suit concerning such taxes, including WIFE's reasonable attorney's fees, court costs and other litigation expenses. WIFE shall have the right to claim Jay Edward Blaisdell as a dependent on income tax filings for the taxable year 1991 and for all future income tax filings. HUSBAND shall have the right to claim Sean David Blaisdell as a dependent on the income tax filings for the taxable year 1991 and for all future income tax filings (if applicable).

DEBTS

20. HUSBAND will assume the balance owing to MedicCount in the approximate amount of $450.00 and to Sovran Bank under a bank card with a present approximate balance of $2,000.00. WIFE will assume the balance of the debt to Nashville Memorial Hospital with an approximate balance of $454.00 and the debt to Anesthesiology Associates with an approximate balance of $297.00. Each party will assume one-half (1/2) of the balance of the debt owing to Dr. Randall Rose, D.D.S. in the approximate amount of $170.00 and one-half (1/2) of the debt owing to Buddy Lynch, Counselor. Otherwise, each party shall assume the balance of all debts or obligations in his or her respective name. Each party agrees that he or she will indemnify and hold harmless the other party from any cost, expense or judgment relating to any claim, demand or suit for any debt to be assumed by him or her, including the other party's reasonable attorney's fees, court costs and other litigation expenses.

LIFE INSURANCE

21. HUSBAND shall procure and shall keep in full force and effect a decreasing term life insurance policy on the life of HUSBAND in the face amount of Sixty-Five Thousand Dollars ($65,000.00), naming WIFE as beneficiary thereunder, to insure the full payment of rehabilitative alimony, owing by HUSBAND to WIFE, as set forth in ¶16 above, it being understood and agreed that the rehabilitative alimony due to be paid by HUSBAND to WIFE, will survive HUSBAND'S death. HUSBAND will furnish to WIFE evidence that such policy is in full force and effect, upon her request, but no less often than annually. At such time as the rehabilitative alimony owing by HUSBAND to WIFE has been fully paid and satisfied, ownership and control of the said insurance policy shall be vested in HUSBAND and

HUSBAND shall have the absolute right to change the beneficiary on the said policy at any time thereafter.

ATTORNEY'S FEES

22. Each party will pay direct to Homer R. Ayers, Attorney for WIFE, one-half (1/2) of WIFE'S attorney's fees in connection with the said divorce proceedings now pending in the total amount of One Thousand Nine Hundred Dollars ($1,900.00), said payments to be paid within fifteen (15) days from date hereof. HUSBAND will pay all court costs in connection with the said divorce proceedings.

EMPLOYMENT BENEFITS AND RETIREMENT

23. HUSBAND represents and warrants that he has no retirement program through American Income Life Company, or otherwise, including but not limited to Keough plans, individual retirement plans, company sponsored benefit and retirement plans or supplemental savings and retirement plans or any interest in any retirement plan whatsoever up to and including the date of the execution of this agreement.

REPRESENTATIONS-ASSETS AND LIABILITIES

24. Each party represents and warrants that the assets and the debts and obligations, as hereinabove set forth, are all of the assets and liabilities of the parties, jointly or severally, and that he or she has no other or further assets, not fully disclosed in this agreement.

MODIFICATION, WAIVER OF BREACH

25. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

RELEASE OF CLAIMS

26. Except as otherwise herein expressly provided, the parties shall and do hereby mutually release, remove and forever discharge each other from any and all actions, suits, debts, claims demands and obligations whatsoever, both in law and in equity which either of them ever had, now has or may hereafter have against the other, upon or by reason of any manner, cause or thing up to the date of the execution of this Agreement.

IMPLEMENTING AGREEMENT

27. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonable require for the purpose of giving full force and effect to the provisions of this Agreement.

28. In the event of the failure or refusal of either of the parties to execute and deliver any necessary or required deeds, instruments, conveyances or other documents to the other, then this Agreement shall be deemed to stand in the place of such document and shall have the same effect of such document, deed or instrument of conveyance would have if properly executed, acknowledged and delivered.

FUTURE TRANSACTIONS

29. It is understood and agreed by the parties that, from the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment has been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

TENNESSEE LAW GOVERNS

30. This Agreement shall be governed by the laws of the State of Tennessee.

ENTIRE AGREEMENT

31. This Agreement constitutes the entire understanding of the parties, It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly set forth herein.

WITNESS our hands on the day and date acknowledged below.

Marilyn West Blaisdell
MARILYN WEST BLAISDELL

David E Blaisdell
DAVID EDWARD BLAISDELL

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, MARILYN WEST BLAISDELL, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 11th day of December, 1991.

NOTARY PUBLIC

My Commission Expires: 12/29/93

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before, the undersigned, a Notary Public, in and for said County and State, DAVID EDWARD BLAISDELL, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 12 day of December, 1991.

Patsy C. Davidson
NOTARY PUBLIC

My Commission Expires: 12/29/93

Addendum Para 4 Married Dissolution Agreement

4. The parties agree that the mortgage payment on the Gatis Homeplace, together with all maintenance, upkeep, taxes and insurance shall be paid by Husband in lieu of Child support payments until the Homeplace has been sold and closed, that the mortgage payment exceeds the amount of Child support, and that if the House and land occupied by the Gatis Homeplace has not been sold and closed prior to the parties minor child reaching the age of 18 years, Husband may receive any Child support payments

Marilyn Blaisdell

Darrel Blaisdell

1-8-92

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

It is further ORDERED, ADJUDGED AND DECREED that all provisions of the said Martial Dissolution Agreement are hereby approved and made the judgment of this Court. The Attorney advises that the child support set conforms to the Federal Guidelines for child support payments. HRA

The final costs of this cause will be paid by the HUSBAND, for which execution may issue if necessary.

The current address of the WIFE is 8011 Old Springfield Highway, Goodlettsville, Tennessee 37072; the current address of the HUSBAND is 1407 Nesbitt Lane, Madison, Tennessee 37115.

ENTERED this the 8th, day of Jan, 1991.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

HOMER R. AYERS, Attorney at Law
Bank of Goodlettsville, Suite 201
112 Long Hollow Pike
Goodlettsville, Tennessee 37072
Supreme Court No. 2580

HOMER R. AYERS, Attorney

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed by First Class Mail, postage prepaid, to the defendant, DAVID EDWARD BLAISDELL, at his last known mailing address at P. O. Box 78155, on this the 8th day of January, 1992.

HOMER R. AYERS, Attorney

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Mail
Marilyn Blaisdell
8011 Old Springfield Hwy.
Good. 37072

83783

IDENTIFICATION REFERENCE

FEB 12 4 12 PM '92

DAVIDSON COUNTY, TN

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* 8TH *day of* JANUARY, *19* 92, *in Case Number* 91d-658 *between* MARILYN WEST BLAISDELL *Plaintiff, and* DAVID EDWARD BLAISDELL *Defendant, as same remains of record in Book* 202B, *Page* 1271 *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* 12TH *day of* FEBRUARY *in the year one thousand nine hundred and* NINETY-TWO *and in the* 216TH *year of American Independence.*

GEORGE L. ROOKER, *Clerk*

By Clay M. Hardin, *D.C.*

Form #GR-117