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IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

COPY

DOROTHY JEAN GREGORY BYRD)
)
Complainant and)
Counter-Defendant)
)
-vs-)
)
JACK RICHARD BYRD)
)
Defendant and)
Counter-Complainant)

#91453

FILED 3/11 1992 3:00 P.M.
ENTERED BOOK ____ PAGE ____ ✓
JOE HERBERT dg

FINAL DECREE

This cause came on to be heard on the 11th day of March, 1992, before the Honorable Cornelia A. Clark, Judge, upon the Divorce Complaint heretofore filed in this cause and upon the entire record in this cause, from all of which the Court finds that the Complainant, DOROTHY JEAN GREGORY BYRD, and the Defendant, JACK RICHARD BYRD, have experienced such irreconcilable differences in their marriage as would render further cohabitation improper;

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony subsisting between the Complainant, DOROTHY JEAN GREGORY BYRD, and the Defendant, JACK RICHARD BYRD, be absolutely and forever dissolved and that the Complainant, DOROTHY JEAN GREGORY BYRD, be granted an absolute divorce and be vested with all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties hereto have entered into a written Marital Dissolution Agreement, a copy of which is attached hereto, which is, in words and figures as follows:

9.8.6 | 6.
IDENTIFICATION REFERENCE
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DAVIDSON COUNTY, TN

DIV3022092

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

DOROTHY JEAN GREGORY BYRD Complainant and Counter-Defendant -vs- JACK RICHARD BYRD Defendant and Counter-Complainant	)	No. 91453

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of March, 1992, by and between complainant, DOROTHY JEAN GREGORY BYRD, hereinafter called "Wife", and defendant, JACK RICHARD BYRD, hereinafter called "Husband";

W I T N E S S E T H:

WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconcilable; and,

WHEREAS, the above captioned action for absolute divorce between the parties is now pending in the Circuit Court for Williamson County, Tennessee, styled Dorothy Jean Gregory Byrd -vs- Jack Richard Byrd, being No. 91453; and,

WHEREAS, the parties hereto are mutually desirous of adjusting all issues in said action relative to the division of property;

NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

1. Wife agrees to divest herself of any right, title or interest she may have in the following property and vest same in Husband. Said property is located in Davidson County, Tennessee, and is more particularly described as follows:

Land in Davidson County, Tennessee, beginning at a point

in the center of New Holt Road, which point is south 76 degrees 40[east, 500 feet from the northwest corner of a tract of land title to which was vested in C. P. Williams, Jr., by Decree of Part I, Chancery Court of Davidson County, Tennessee, in the cause of C. P. Williams, Jr., vs. Nellie Mae Williams, et al, Minute Book 183, Page 390, Minutes of said Court, the same appearing of record in the Office of the County Register of Davidson County, Tennessee, in Book 2802, Page 347, which tract is described in such Decree as Tract III, running thence generally south 10 degrees west 264 feet to a point, (iron pin) (which point is south 76 degrees 40' east 75 feet from a point in the westerly boundary line of said Tract No. III south 4 degrees 30' west 264 feet from the said northwest corner of Tract III); thence generally south 76 degrees 40' east with a line parallel to the center of New Holt Road, 156 feet to a point; thence generally north 10 degrees east, passing the center of Old Holt Road, 264 feet to a point in the center of New Holt Road; thence with the center of New Holt Road north 58 degrees 30' west 50.4 feet, and north 76 degrees 40' west 105.6 feet, a total of 156 feet to the point of beginning.

Being a tract of land in the Sixth Civil District of Davidson County, Tennessee, located on the southerly side of New Holt Road, fronting 156 feet on said New Holt Road and running back between parallel lines 264 feet from the center of said New Holt Road; the northwest corner of said tract being approximately 465 feet along the center of New Holt Road from the northwest corner of Tract No. III above referred to and the southwest corner of said tract, being approximately 475 feet from a point in the westerly boundary of Tract III, south 4 degrees 30' west 264 feet from the northwest corner of said Tract III.

BEING the same property conveyed to Jack R. Byrd, an unmarried person, by deed from John H. Byrd, Jr. and wife, Bettie Knight Byrd, of record in Book 6115, page 99, Register's Office of Davidson County, Tennessee.

Pursuant to IRC Section 1041, said transfer is not to be considered a taxable conveyance.

2. Husband agrees that Wife shall retain all personal property, household furniture and appliances, presently in her possession and, additionally, she shall receive the following items: Washer and dryer; the cats; mixer and blender; glass pots and pans; dishes and silverware; wood stove; recliner; microwave; knitting machines; wooden tables and two chairs; two kitchen ceiling fans and fixtures; Christmas items; pictures and video tapes of Husband and Wife together; wall pictures; lamps; figurines; curtains; weight machine; treadmill; coffee table; library table; fountain; iron and ironing board; vacuum cleaner; fireplace; jewelry (including wedding set).

3. Wife agrees that Husband shall retain all personal

property, household furniture and appliances, presently in his possession with the exception of the items in Paragraph No. 2 which shall be given to Wife.

4. Husband agrees that Wife shall retain the 1987 Chevrolet Cavalier vehicle presently in her possession. Wife agrees to be solely responsible for any indebtedness owed on said vehicle and to hold Husband harmless from any loss he may incur as the result of her failure to maintain payments on same.

5. Wife agrees that Husband shall retain the 1973 Ford Pickup Truck and 1980 Toyota Celica vehicles presently in his possession. Husband agrees to be solely responsible for any indebtednesses owed on said vehicles and to hold Wife harmless from any loss she may incur as the result of his failure to maintain payments on same.

6. Husband and Wife acknowledge that they have separated their bank accounts and each shall retain the sole and exclusive ownership of any and all bank accounts in his or her name at the date of the execution of this Agreement.

7. Husband agrees to relinquish any right, title or interest he may have in Wife's pension plan; Wife agrees to relinquish any right, title or interest she may have in Husband's pension plan.

9. Husband agrees that Wife shall be restored to the name MOTLEY.

10. Husband agrees to be responsible for the payment of any debts incurred individually by him, and to hold Wife harmless from any loss she may incur as the result of his failure to maintain payments on same.

11. Wife agrees to be responsible for the payment of any debts incurred individually by her and to hold Husband harmless from any loss he may incur as the result of her failure to maintain payments on same.

12. The parties agree that each of them shall be responsible for their individual attorney's fees incurred in the presentation of this cause.

13. 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. 523(5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be nondischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11. U.S.C. 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

14. 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.

15. 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 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's fees.

16. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provisions 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.

17. 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 heir 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,

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 or Husband individually or jointly, or any property that either of them may acquire in the future.

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

19. 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 herein stated. The provisions of this Agreement and their legal effect are fully known to each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

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

21. 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.

22. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties or by Order of the Court.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the Court.

Dorothy Jean Byrd
Wife

Jack Richard Byrd
Husband

BUTLER & PHILLIPS

Rosemary Phillips
Attorney for complainant/counter-defendant
2395 First American Center
315 Deaderick Street
Nashville, Tennessee 37238-2395
(615)244-3300

PETERSEN, BUERGER & MOSELEY

By Richard A. Buerger
Richard A. Buerger
Attorney for defendant/counter-complainant
306 Court Square
Franklin, Tennessee 37064
(615)794-8850

STATE OF TENNESSEE
COUNTY OF ~~WILLIAMSON~~ Davidson

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

Sworn to and subscribed before me this 5 day of March, 1992.

My Commission Expires:

1-27-96

Notary Public

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, a Notary Public in and for said County and State, the within named JACK RICHARD BYRD, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Sworn to and subscribed before me this 10th day of March, 1992.

My Commission Expires:

Sept. 28th '94

Notary Public

It is, therefore, ORDERED ADJUDGED and DECREED that the Marital Dissolution Agreement as executed by the parties is in all respects approved and ratified in full and is incorporated as a part of this Divorce Decree, the same as if copied herein verbatim, and said Agreement shall be given full force and effect in all respects between the parties hereto as an Order of this Court.

It is further ORDERED ADJUDGED and DECREED that complainant/counter-defendant, shall be restored to the name MOTLEY.

The cost of this cause not already paid shall be paid by the defendant, JACK RICHARD BYRD, for which execution may issue, if necessary.

ENTER this 11th day of March, 1992.

Cornelia A. Clark
Judge

APPROVED FOR ENTRY:

BUTLER & PHILLIPS

Rosemary E. Phillips

Rosemary E. Phillips
Attorney for complainant/ccunter-defendant
2395 First American Center
315 Deaderick Street
Nashville, Tennessee 37238-2395
(615)244-3300

PETERSEN, BUERGER & MOSELEY

By Richard A. Buerger

Richard A. Buerger
Attorney for defendant/counter-complainant
306 Court Square
Franklin, Tennessee 37064
(615)794-8850

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Divorce Decree has been mailed, postage prepaid, to and to Richard A. Buerger, attorney for Defendant, 306 Court Square, Franklin, Tennessee 37064, of March 12, 1991.

Linda Carturight
Clerk, Circuit Court for
Williamson County, Tennessee

7035 04/03 0101 01CASH 27.00

Mail
Jack Byrd
6435 Hoff Rd
37211

OFFICE OF CIRCUIT COURT CLERK

For Williamson County, Tennessee

I, Joe Herbert, Clerk of said Court, do hereby certify that the foregoing is a true, perfect and complete copy of the Final Divorce Decree of said court, pronounced March 11 19 92, in the case of Dorothy Jean Gregory Byrd against Jack Richard Byrd as appears of record now on file in my office, in Minute Book 99 on page ---.

In testimony whereof, I have hereunto set my hand and affixed the seal of the court, at office at Courthouse at Franklin, on this, the 19th day of March 19 92

Joe Herbert Clerk

By Susie Boone D. C.

CIRCUIT COURT WILLIAMSON CO. FRANKLIN TN