BOOK 8596 PAGE 966

IN THE CIRCUIT COURT FOR WILSON COUNTY,
TENNESSEE, AT LEBANON

ORDER FILED

MAR 31 1992

CIRCUIT COURT CLERK
WILSON COUNTY

JAMES L. HARRISON,

Plaintiff,

vs. NO. 734

JACQUELINE W. HARRISON,

Defendant.

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 31st day of March, 1992, before the Honorable Bobby H. Capers, Judge in the Circuit Court for Lebanon, Wilson County, Tennessee, upon the Wife's Counter Complaint for Absolute Divorce, the original Complaint of the Husband having been withdrawn, and the Marital Dissolution, Child Custody and Support Agreement signed by the Husband and Wife. After statement of counsel and testimony of the Wife, the Court finds as a matter of fact that the parties have irreconcilable differences and;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court the Wife be and is hereby awarded an Absolute Divorce from the Husband and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and the Wife is entitled to all the rights and privileges of an unmarried person. It further appearing to the Court that the parties hereto have entered into a Marital Dissolution Agreement which is stated in words as follows:

00039

IDENTIFICATION REFERENCE

APR 8 3 21 PM '92

DAVIDSON COUNTY, TN

8658 04/08 0101 03CHECK 69.00

IN THE CIRCUIT COURT FOR WILSON COUNTY,
TENNESSEE AT NASHVILLE

JAMES L. HARRISON,

Plaintiff,

vs. NO. 734

JACQUELINE W. HARRISON,

Defendant.

MARITAL DISSOLUTION, CHILD CUSTODY AND SUPPORT AGREEMENT

THIS AGREEMENT is entered into by and between JAMES L. HARRISON (hereinafter referred to as "Husband") and JACQUELINE W. HARRISON (hereinafter referred to as "Wife") 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 James L. Harrison instituted divorce proceedings against Jacqueline W. Harrison on August 15, 1990, same being civil action number 734, in the Circuit Court for Lebanon, Wilson 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 obligation 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.

WHEREAS, the parties understand and agree that 90 days have elapsed from the time the Husband's Complaint was filed, and the Husband hereby withdraws his original Complaint and Answer to the Wife's Counter Complaint and the Wife's Complaint may now be brought before the Court for final disposition, and that the Wife shall proceed to obtain an Absolute Divorce from the Husband, base upon the

grounds of Irreconcilable Differences. Further, the parties understand and agree that at the final hearing of this cause, this Agreement shall be submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

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:

I.
DIVORCE

The Husband and Wife agree that the Wife shall proceed to obtain an Absolute Divorce from the Husband, based upon the grounds of Irreconcilable Differences.

II.
CHILD CUSTODY

The Husband and Wife agree that the Wife shall have the sole and exclusive custody of the parties' minor child, Candace Elizabeth Harrison, who is now 15 years of age.

III.
CHILD SUPPORT

A. MONTHLY SUPPORT. The Husband and Wife agree that the Husband will pay to the Wife the sum of SIX HUNDRED SEVENTY FIVE DOLLARS ($675.00) per month for the support and maintenance of the parties' minor child. Said payments shall be paid once a week each week of each and every month in the amount of ONE HUNDRED FIFTY FIVE DOLLARS AND 77/100 ($155.77) and shall be paid directly to the Wife.

B. PRIVATE SCHOOL TUITION. The Husband and Wife agree that the Husband will continue to pay the private school tuition of the parties' daughter until the child graduates from high school. The Husband and Wife agree that the Wife shall pay all of the additional expenses of attending private school, including the expenses of fees, books, special activities and other such expenses associated with private school.

The parties affirmatively acknowledge, pursuant to T.C.A. §36-5-101(h), that no action by them will be effective to reduce child

support after the due date of each payment, and that each understands that court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of this Agreement.

IV.
CHILD VISITATION

The Husband and Wife agree that the Husband shall have the following specific visitation with the parties' minor child:

A. Weekend visitation on an every other weekend basis, from 6:00 p.m. Friday until 6:00 p.m. Sunday.

B. Christmas visitation beginning in 1993 and the odd years thereafter, from Christmas Day at 12:00 noon until New Year's Eve at 12:00 noon. Beginning in 1992 and the even years thereafter, for one week prior to Christmas Eve ending at 6:00 p.m. Christmas Eve.

C. Thanksgiving beginning in 1993 and the odd years thereafter, from 6:00 p.m. the evening before Thanksgiving, until 6:00 p.m. the evening of Thanksgiving.

D. Memorial Day beginning in 1992 and the even years thereafter, from 6:00 p.m. the evening before Memorial Day until 6:00 p.m. the evening of Memorial Day.

E. Fourth of July beginning in 1993 and odd years thereafter, from 6:00 p.m. the evening before the Fourth of July until 6:00 p.m. the evening of the Fourth of July.

F. Labor Day beginning in 1992 and the even years thereafter, from 6:00 p.m. the evening before Labor Day until 6:00 p.m. the evening before Labor Day.

The Wife acknowledges her understanding that the Husband's employment in the Emergency Section of Nashville Electric Service requires that he be on call 24 hours a day, 7 days a week, that the Husband's scheduled work days change from month to month, and that the Husband must be able to work overtime hours, when available, in order to make the payments set forth hereinabove. Accordingly, the above scheduled visitation is expressly conditioned upon the Husband's work schedule and his inability to exercise visitation as a result

thereof shall not be deemed an act of willful contempt. In such circumstances, the Husband agrees to give the Wife as much notice as is reasonably possible of his inability to exercise any scheduled visitation. The Husband and Wife agree that the Husband shall supply a schedule of his work directly to his daughter, so that the scheduling plan for the visitation can be made.

The parties further agree that the Husband shall have such other visitation as may be agreed upon.

V.
REAL ESTATE

A. 5530 SHADY TRAIL, OLD HICKORY, TENNESSEE. The Husband and Wife agree that the parties' homeplace shall continue to remain on the market for sale and that the parties agree that the current sale price of the home is ONE HUNDRED EIGHTY THOUSAND DOLLARS ($180,000.00). Three months from the entry of the Final Decree of Divorce if the parties' homeplace is not sold, the house will be reduced another FIVE THOUSAND DOLLARS ($5,000.00) to ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($175,000.00) to expedite the sale of the parties' home. In addition, the Husband and Wife agree that the Husband will replace the window in the sun room, but if the cost of replacing the window is more than ONE HUNDRED DOLLARS ($100.00), the parties will share the expense equally. The Husband and Wife further agree that the Husband will be responsible for the payment of the mulching of the front beds, the beds next to the driveway and the side areas next to the home, as well as in and around the trees. The Husband will, in addition, replace and paint the windowsill and the door trim on the deck. The Husband will also weatherstrip the garage door. The Husband will be responsible for the payment of the carpets to be cleaned. Thirty days from the entry of the Final Decree of Divorce, the Wife will be responsible for utility expenses of the homeplace until the home is sold. Regarding the proceeds from the sale of the home, the Husband and Wife agree that subject to their respective right to reinvest their respective proceeds, if any, and avoid any recognition of the respective gains from the sale

of the residence, each agrees that they will each report and pay tax on one-half of gain resulting from the sale of the parties' house and lot located at 5530 Shady Trail in Old Hickory, Wilson County, Tennessee.

The Husband and Wife further agree that upon the sale of the home, the proceeds from the sale of the home, after all closing costs have been paid, shall be used to pay the following debts in full, in the order as listed:

A. Third National Bank, account number 191-000-7-10181716, Wife's automobile, in the approximate amount of FOUR THOUSAND DOLLARS ($4,000.00);

B. Personal Line of Credit attached to joint checking account, in the approximate amount of ONE THOUSAND DOLLARS ($1,000.00);

C. City Bank Visa, account number 42713829818656616, in the approximate amount of NINE THOUSAND DOLLARS ($9,000.00);

D. Dillards, account number 38031191, in the approximate amount of ONE THOUSAND SIX HUNDRED DOLLARS ($1,600.00);

E. MBNA Visa Credit Card, account number 4800129209146795, in the approximate amount of FIVE THOUSAND DOLLARS ($5,000.00);

F. MBNA Master Card, account number 54012692009223556, in the approximate amount of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00);

G. Peebles account, in the approximate amount of ONE HUNDRED FORTY DOLLARS ($140.00);

H. Chase Visa, account number 4226835035228, in the approximate amount of THREE THOUSAND DOLLARS ($3,000.00);

I. Castner Knott, account number 1202386064042, in the approximate amount of ONE THOUSAND EIGHT HUNDRED DOLLARS ($1,800.00);

J. J.C. Penny, in the approximate amount of FOUR HUNDRED FIFTY DOLLARS ($450.00);

K. Sears and Roebuck Co., in the approximate amount of FIVE HUNDRED FIFTY DOLLARS ($550.00);

L. Monogram Bank, in the approximate amount of TWO THOUSAND

DOLLARS ($2,000.00);

M. Bank One Visa, in the approximate amount of THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00);

In the event that there are insufficient funds to pay the Bank One Visa account in the approximate amount of THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00) and Monogram Bank account in the approximate amount of TWO THOUSAND DOLLARS ($2,000.00), the Husband and Wife agree that the Husband will be responsible for the entire indebtedness of the Bank One Visa account in the amount of THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00) and that he will pay one-half of the outstanding balance of Monogram Bank and that the Wife will pay the other half of the outstanding balance for the Monogram Bank debt. The Husband and Wife further agree that the Wife will be able to claim the entire interest deduction for the home for the year, 1991. The Husband and Wife agree that each will continue to pay one-half the mortgage expense on the homeplace until the home is sold. The Husband and Wife agree that the Wife shall have the exclusive right to occupy the parties' home until the home is sold.

B. WEST END TERRACE PROPERTY. The Husband and Wife agree that the Wife shall relinquish all of her right, title and interest in the real estate located at 276 White Bridge Road, Unit 86, in Nashville, Davidson County, Tennessee. In addition thereto, the Husband and Wife agree that the Husband shall then assume the outstanding indebtedness on the real estate located at 276 White Bridge Road, Unit 86, in Nashville, Davidson County, Tennessee, and that the Wife shall sign a quitclaim deed relinquishing whatever right, title and interest that she may have in the real estate located at 276 White Bridge Road, Unit 86, in Nashville, Davidson County, Tennessee. Said quitclaim deed instrument is to be executed by the Wife on the same day and date as the execution of this Marital Dissolution Agreement. The Husband and Wife agree that the Husband shall indemnify and hold the Wife harmless from any default on the payment of the outstanding mortgage due on the real estate located at 276 White Bridge Road, Unit

86, in Nashville, Davidson County, Tennessee. A description of the real estate located at 276 White Bridge Road, Unit 86, in Nashville, Davidson County is attached this Agreement and marked Exhibit "A".

C. MURFREESBORO VILLAGER PROPERTY. The Husband and Wife agree that the Wife shall relinquish all of her right, title and interest in the real estate located at Tennessee Blvd., Unit E-7, in Murfreesboro, Rutherford County, Tennessee. In addition thereto, the Husband and Wife agree that the Husband shall then assume the outstanding indebtedness on the real estate located at Tennessee Blvd., Unit E-7, in Mufreesboro, Rutherford County, Tennessee, and that the Wife shall sign a quitclaim deed relinquishing whatever right, title and interest she may have in the real estate located at Tennessee Blvd., Unit E-7, in Mufreesboro, Rutherford County, Tennessee. Said quitclaim deed instrument is to be executed by the Wife on the same day and date as the execution of this Marital Dissolution Agreement. The Husband and Wife agree that the Husband shall indemnify and hold the Wife harmless from any default on the payment of the outstanding mortgage due on the real estate located at Tennessee Blvd., Unit E-7, in Murfreesboro, Rutherford County, Tennessee. A description of the real estate located at Unit E-7, Tennessee Blvd., in Murfreesboro, Rutherford County, Tennessee is attached to this Agreement and marked as Exhibit "B".

D. CALDWELL COURT PROPERTY. The Husband and Wife agree that the Husband shall relinquish all of his right, title and interest in the real estate located at 550 Harding Place, B-105, in Nashville, Davidson County, Tennessee. In addition thereto, the Husband and Wife agree that the Wife shall then assume the outstanding indebtedness on the real estate located at 550 Harding Place, B-105, in Nashville, Davidson County, Tennessee, and that the Husband shall sign a quitclaim deed relinquishing whatever right, title and interest that he may have in the real estate located at 550 Harding Place, B-105, in Nashville, Davidson County, Tennessee. Said quitclaim deed instrument is to be executed by the Husband on the same day and date as the

execution of this Marital Dissolution Agreement. The Husband and Wife agree that the Wife shall indemnify and hold the Husband harmless from any default on the payment of the outstanding mortgage due on the real estate located at 550 Harding Place, B-105, in Nashville, Davidson County, Tennessee. A description of the real estate located at 550 Harding Place, B-105, in Nashville, Davidson County, Tennessee, is attached to this Agreement and marked as Exhibit "D".

E. SPRINGHILL CEMETERY LOTS. The Husband and Wife agree that the Husband shall relinquish all of his right, title and interest in the cemetery lots located at Springhill Cemetery & Mausoleum, 5110 Gallatin Pike in Madison, Davidson County, Tennessee.

VI.
PERSONAL PROPERTY

A. HOUSEHOLD FURNITURE AND FURNISHINGS. The Husband and Wife agree that the Wife shall give to the Husband the freezer, coke box, lawnmowers, tools, weed eater, kitchen table and chairs, guest room furniture, navy blue couch, stack tables, desk, secretary and rug. The Husband and Wife agree with each other, except as stated above, that their household furniture and furnishings, appliances, and other tangible personal property have been divided between them to their mutual satisfaction. The Husband and Wife further agree that, except as herein provided, that those items of which each respective party now has possession shall constitute his or her sole and separate property. Each of the parties hereto waives, releases, and relinquishes unto the other all of their right, title and interest in the aforesaid household furniture, furnishings, appliances and tangible personal property allotted to one another.

B. MOTOR VEHICLES. The Husband and Wife agree that the Wife shall have the sole title and possession of the following described motor vehicle: 1987 Cadillac Deville. The Husband and Wife agree that the the indebtedness owed upon the 1987 Cadillac Deville automobile shall be paid as set out in the list of debts to be paid from the equity in the home.

The Husband and Wife further agree that the Husband shall have the sole title and possession of the following described motor vehicle: 1990 Geo Tracker. The Husband and Wife agree that the Husband shall hereby assume and agree to pay the indebtedness owed upon the 1987 GEO Tracker automobile and agrees to indemnify and hold the Wife harmless from any default thereon.

Each of the parties waives, releases, and relinquishes unto the other all of the right, title, and interest in the motor vehicle hereinabove allotted to each respective party and further each of the parties hereby agrees to be responsible for all operating expenses related to each respective party by this Agreement.

VII.
INTANGIBLE PERSONAL PROPERTY

The Husband and Wife agree that the Wife shall retain her interest in the following accounts free and clear of any interest the Husband may have therein:

1. First American National Bank account number 817-650-2, in the name of Jacqueline W. Harrison;

2. First American National Bank account number 293-389-1, in the joint name of Sarah M. Watson or Jacqueline W. Harrison;

3. First American National Bank account number 339-563-8, in the name of James L. Harrison or Jacqueline W. Harrison;

4. First American National Bank account number 709-575-2, in the name of Sarah M. Watson or Jacqueline W. Harrison or Johnny M. Watson or Jan W. DeMarcus;

5. First American National Bank account number 1844-930-7, in the name of Candace E. Harrison or Jacqueline W. Harrison; and

6. First American National Bank account number 2430-410-8, in the name of James L. Harrison or Jacqueline W. Harrison.

The Husband and Wife agree, the Husband shall keep all interest in the following accounts free and clear of any interest the Wife may have therein:

1. Electric Service Credit Union account number 5476-019, in the name of James L. Harrison or Jacqueline W. Harrison; and

2. Electric Service Credit Union account number 5476-089, in the name of James Lee Harrison or Jacqueline W. Harrison.

The Husband and Wife agree that the bearer bonds presently held by the parties shall be held by the Wife for the use and benefit of the parties' minor daughter, under the Uniform Gifts to Minor's Act of the State of Tennessee. In addition, the 27 Series EE Bonds presently in the possession of the Husband will be held for the benefit of the parties' minor daughter by the Husband, under the Uniform Gifts to Minor's Act of the State of Tennessee.

The Husband and Wife agree that the Wife shall relinquish all of her right, title, and interest that she may have in the Old Hickory Country Club Certificate of Membership. The Husband and Wife agree that the Husband will assume and pay all outstanding indebtedness due and owing to the Old Hickory Country Club. The Husband and Wife further agree that the Husband will indemnify and hold the Wife harmless from any default thereon.

Except as herein provided, the parties have divided between them to their mutual satisfaction all intangible property owned by them individually and jointly, including, but not limited to, checking and savings accounts, stocks, bonds, mutual funds, and interests in pension and profit sharing plans, promissory notes, franchises, partnerships and the like. Each of the parties hereby waives, releases and relinquishes unto the other any and all right, title and interest in the respective intangible personal property hereinabove allotted to the other. Hereafter, neither party shall make any claim against the other inconsistent with this Agreement for any intangible personal property in in the possession or under the control of the other. Hereafter, neither party shall make any claim against the other inconsistent with this Agreement for any intangible personal property in the possession or under the control of the other.

VIII.
DEBTS

In addition to the debts addressed in this Marital Dissolution Agreement, the Husband and Wife further agree, that the Wife will pay

the following debts:

1. Macy's debt in the approximate amount of THREE HUNDRED DOLLARS ($300.00);

2. First American National Bank debt (note) account number 3809319661, in the approximate amount of TWENTY FIVE THOUSAND ~~HUNDRED~~ DOLLARS ($25,00.00);

3. Personal note owed to Wife's mother in the approximate amount of THIRTY TWO THOUSAND DOLLARS ($32,000.00).

In addition, the Husband and Wife agree, that the Husband will pay the following debts:

1. Debt due First American National Bank account number 3808941861, in the approximate amount of TWENTY THOUSAND NINE HUNDRED THIRTY EIGHT DOLLARS ($20,938.00); and

2. Debt in the form of a note due to the Husband's parents in the amount of THIRTY TWO THOUSAND DOLLARS ($32,000.00).

The Husband and Wife agree, except as is otherwise set forth above in this Agreement, that the Husband hereby accepts responsibility for and agrees to pay those debts which he incurred individually prior to the date of this Agreement. The Husband and Wife agree, except as is otherwise set forth above in this Agreement, that the Wife hereby accepts responsibility for and agrees to pay those debts which she incurred individually prior to the date of this Agreement.

The parties agree that neither shall incur any debt nor make any contract for which the other or the other's estate may be liable, except as otherwise specifically provided herein. The Wife represents and warrants to the Husband that she has not incurred any debts nor made any contracts for which the Husband or his estate may be liable except as is known to him. The Husband represents and warrants to the Wife that he has not incurred any debts nor made any contracts for which the Wife or her estate may be liable except as is known to her. From and after the date hereof, and except as otherwise herein provided, neither of the parties shall be responsible for the debts o the

other party, and to that extent, that one party is held liable for any such indebtedness by third persons the other party shall indemnify and hold harmless the party held liable.

IX.
BANKRUPTCY

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, therefore, 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.

X.
INDEMNIFICATION

In the event a creditor of either party makes a claim against the other party, which is upheld by a court of competent jurisdiction, 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 claims 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.

XI.
VESTED PENSION AND RETIREMENT RIGHTS

The Husband does hereby waive, release, discharge, quitclaim and renounce unto the Wife, her heirs, and assigns all and every right to share in any bested pension and/or retirement rights, which the Wife may own in her name or which the Wife may own in the future.

The Wife does hereby waives, release, discharge, quitclaim and renounce unto the Husband, his heirs, and assigns all and every right to share in any vested pension an/or retirement rights, which the Husband may now own or which the Husband may own in the future.

XII.
LIFE INSURANCE

The Husband and Wife agree that the Husband shall maintain and keep in full force and effect his current life insurance, naming the

parties' minor child as the sole and irrevocable beneficiary with the Wife as trustee for the benefit of the child in the event of the Husband's death. The Husband's obligation to maintain this life insurance shall remain in full force and effect until the parties' child reaches 18 years of age or graduates from high school with her graduating class, whichever should occur last.

The Husband and Wife further agree that the Wife shall name the parties' minor child as a co-beneficiary with her son with the Father being named as trustee for the benefit of the child in the event of the Mother's death, whereby the parties' child by their marriage will be named as a co-beneficiary of 50% of the Wife's life insurance she presently has in full force and effect. The Wife will maintain the parties' minor child as a co-beneficiary of 50% of the face amount of the policy until the parties' daughter reaches 18 years of age or graduates with her graduating class, whichever occurs last.

XIII.
MEDICAL INSURANCE

The Husband and Wife agree that each will maintain and keep in full force and effect their regular medical insurance that they presently maintain for the benefit of the parties' minor child. For the purposes of making claims on the medical insurance that each party will maintain, the parties agree that the Husband's insurance will be designated as primary coverage and the Wife's insurance coverage shall be designated as secondary coverage. In the event that the present medical insurance maintained by both of the parties is not sufficient to cover the medical expenses incurred by the parties' minor child, the parties agree that each will divide any and all expenses not covered by both policies, including, but not limited to, dental expenses, the cost of orthodontic examinations and braces, all doctor's expenses, including well care visits, office visits, hospital bills, the cost of prescription medicines, the cost of eye examinations and prescription glasses and contact lenses and the cost of any psychiatric and/or psychological testing and counseling. Both parties agree that their obligation to maintain and keep in full force and effect the major medical and

hospitalization insurance coverage that they presently have for the benefit of the parties' minor child shall remain in full force and effect until the parties' child reaches 18 years of age or graduates from high school with her graduating class, whichever occurs last.

XIV.
ALIMONY

The Husband and Wife agree that the Husband will pay to the Wife the sum of TWO HUNDRED DOLLARS ($200.00) per month for 12 consecutive months as additional property settlement in the form of alimony in solido. The Husband agrees to commence the payment of the alimony in solido payments of TWO HUNDRED DOLLARS ($200.00) per month 30 days from the entry of the Final Decree of Divorce for 12 consecutive months.

XV.
DEPENDENCY EXEMPTION

The Husband and Wife agree that the Husband will receive the dependency exemption for the parties' minor child, except for the year, 1991, and the Husband and Wife agree that for the year 1991, the Wife shall have the dependency exemption for the purposes of filing her 1993 income tax return.

XVI.
COURT COSTS

The Husband and Wife agree that they divide equally the court costs associated with this cause.

XVII.
ATTORNEY'S FEES

The Husband and Wife agree that each will be responsible for his or her own attorney's fees without reimbursement or recoupment from the other in any form whatsoever.

XVIII.
ENFORCEMENT

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.

XIX.
FINAL SETTLEMENT

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 under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsey, 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 other's estate, except as is provided by the terms of this Agreement. This Agreement applies to all property owned by the parties, individually or jointly or any property that either of them may accrue in the future.

XX.
VOLUNTARY AGREEMENT

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 provision in this Agreement and their legal effect are fully known by each ofthe 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 by both the Husband and Wife.

XXI.
FUTURE COOPERATION

It is understood between the parties, that 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.

XXII.
SEVERABILITY

In the event any provision of this Agreement shall be held invalid by a court of competent jurisdiction, the invalidity of such individual

provision shall not affect the other provisions of this Agreement, said provisions being severable.

XXIII.
ENTIRE UNDERSTANDING

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

IN WITNESS WHEREOF, the parties, having read this instrument and familiarized themselves thoroughly with it's contents, have signed and executed said instrument on the dates below written.

Continued.....

EXHIBIT "A"

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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on September 25, 1985 effective September 19 85. The grantor is JAMES L. HARRISON and wife, JACQUELINE W. HARRISON ("Borrower"). The trustee is John N. Popham ("Trustee"). The beneficiary is West End Terrace, Inc., a Tennessee corporation, which is organized and existing under the laws of Tennessee, and whose address is 3815 Cleghorn, P.O. Box 150659, Nashville, Tennessee, 37215-0659 ("Lender"). Borrower owes Lender the principal sum of Thirty-Nine Thousand Nine Hundred and No/100ths Dollars (U.S. $ 39,900.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Davidson County, Tennessee:

Unit No. 86, as shown on the Plan of West End Terrace, a Condominium Development, together with an undivided percentage interest in the Common Elements appurtenant to said unit, as set forth in the Master Deed establishing West End Terrace, a Condominium, of record in Book 6657, page 549, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to JAMES L. HARRISON and wife, JACQUELINE W. HARRISON by Warranty Deed from West End Terrace, Inc., of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

which has the address of 276 White Bridge Rd. Unit #86 [Street], Nashville [City], Tennessee 37209 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

EXHIBIT "B"

BOOK 8596 PAGE 984

This instrument was prepared by:
John N. Popham
Tune, Entrekin & White
26th Floor, First American Center
Nashville, Tennessee 37238

FIRST

DEED OF TRUST

THIS DEED OF TRUST is made effective this 1st day of September, 19.84., among the Grantor, James L. Harrison and wife, Jacqueline W. Harrison (herein "Borrower"), John N. Popham (herein "Trustee"), and the Beneficiary, Murfreesboro Villager, Inc., a corporation organized and existing under the laws of Tennessee, whose address is 3815 Cleghorn, Nashville, Tennessee, 37215 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Rutherford, State of Tennessee:

Unit No. E-7, as shown on the Amended Plat of The Villager, a Condominium Development, of record in Plat Book 9, page 31, Register's Office for Rutherford County, Tennessee, together with an undivided percentage interest in the common elements appurtenant to said unit, as set forth in the Master Deed establishing Villager Condominiums, of record in Deed Book 298, page 467, Register's Office for Rutherford County, Tennessee.

Being the same property conveyed to the Borrower by Warranty Deed from Murfreesboro Villager, Inc., a Tennessee corporation, of record in Deed Book ____, page _____, Register's Office for Rutherford County, Tennessee.

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

which has the address of Unit E-7, Murfreesboro Villager Condominium, Murfreesboro, [Street] [City]
Tennessee, 37130 (herein "Property Address"); [State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated ..... (herein "Note"), in the principal sum of Twenty-Four Thousand One Hundre Twenty and No/100ths ($24,120.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2014; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

**except for encumbrances of record in the Register's Office for ...nty Tennessee.

EXHIBIT "C"

2T

BOOK 8596 PAGE 985

H 9 0 4 5 4

WARRANTY DEED

BOOK 6188 PAGE 890
IDENTIF. REFERENCE

DEC 6 2 47 PM '83

FROM: Town & Country Properties, Inc.

TO: James L. Harrison and wife, Jacqueline W. Harrison

Address New Owner(s) as follows:	Send Tax Bills to:	Map-Parcel No.
Mr. & Mrs. James L. Harrison Route 3, Cages Bend Road Gallatin, TN 37066	Metropolitan Federal Savings & Loan Association P.O. Box 8886 Nashville, TN 37202	Map 147-2-B Parcel

This instrument prepared by: DEARBORN & EWING, Attorneys, Suite 1200, One Commerce Place, Nashville, Tennessee 37239

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $39,900.00

James L. Harrison
Affiant

Subscribed and sworn to before me, this the 2nd day of November, 1983.

Betty R. Powers
Notary Public

My Comm. Expires: 4-22-84

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars ($10.00) the receipt of which is hereby acknowledged, Town & Country Properties, Inc., hereinafter called "Grantor," has this day bargained and sold, and does hereby transfer and convey unto James L. Harrison and wife, Jacqueline W. Harrison, hereinafter called "Grantee", (whether one or more persons or entities) his heirs, personal representatives, successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Unit B-105, of Caldwell Court Condominiums created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed, of record in Book 6188 page 711, 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 A-1 of said Master Deed. Reference is hereby made to the Plat of Caldwell Court Condominiums set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of such Unit.

Being part of the same property conveyed to Town & Country Properties, Inc. by deed from Nelson C. Andrews and wife, Susan Adams Andrews of record in Book 6048, page 281, Register's Office for Davidson County, Tennessee.

This is improved property, known as Unit B-105, Caldwell Court Condominiums, 550 Harding Place, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, his heirs, personal representatives, successors and assigns, forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for those exceptions listed in the schedule of exceptions to coverage in the title insurance policy

12/06/83 3:24 PM CHECK

7519

The Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between them and the Court further finds that the Marital Dissolution, Child Custody and Support Agreement heretofore entered into by and between the parties makes adequate and sufficient provision for the custody and support of the parties' minor child. It further appears to the Court that there should be no proration or reduction of support unless otherwise Ordered by this Court. It further appears to the Court that the current address of the Wife is 5530 Shady Trail, Old Hickory, Tennessee 37138; and that the current address of the Husband is 215 Cottage Lane, Donelson, Tennessee 37214. The Court further affirmatively finds that the agreement is sufficient and equitable in all respects.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Husband and Wife shall divided equally the court costs incurred in this case, for which let execution issue, if necessary.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Marital Dissolution Child Custody and Support Agreement heretofore entered into by the parties is in all things ratified, approved and affirmed by the Court and is made a part of the Final Decree for all purposes contained herein.

IT IS SO ORDERED.

ENTER this 31st day of March, 1992.

Bobby Capers
BOBBY H. CAPERS, JUDGE

APPROVED FOR ENTRY:

Mike W. Binkley
MIKE W. BINKLEY, BPR 5930
Attorney for Plaintiff
150 Second Avenue, North, Suite 300
Nashville, Tennessee 37201-1902
615/244-8630

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF ORIGINAL INSTRUMENT ON FILE IN THIS CASE.

2 DAY OF April 1992

Jimmy C. Martin
JIMMY CARTER MARTIN, CLERK JO-DC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Decree of Divorce has been furnished to Vicky V. Klein, Counsel for Plaintiff, P.O. Box 749, Goodlettsville, TN 37070-0749, this 31 day of March, 1992, by U.S. Mail.

MIKE W. BINKLEY

JAMES L. HARRISON

STATE OF TENNESSEE
COUNTY OF SUMNER

Sworn to and subscribed before me this 30th day of March, 1992.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/22/95

JACQUELINE W. HARRISON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me this 25th day of March, 1992.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/26/94