IN THE FOURTH COURT FOR DAVIDSON COUNTY, TENNESSEE

DENISE HOLT McCORMICK,
Plaintiff,
vs.
JOHN ALLEN McCORMICK,
Defendant.

No. 91D-4146

84-7-5
97-13-36

FINAL DECREE

This cause came on to be heard on the 13th day of April, 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 Plaintiff. Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff, and upon the 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 Plaintiff, **DENISE HOLT McCORMICK**, is hereby awarded an absolute divorce from the Defendant, **JOHN ALLEN McCORMICK**, on the grounds of irreconcilable differences, T.C.A. Section 36-4-103, and they are hereby restored to all the rights and privileges of unmarried persons.

The Court affirmatively finds that the parties have made adequate and sufficient provision 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. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

PICK-UP

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MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into on the date(s) set forth beside the signatures below, by and between DENISE HOLT McCORMICK, hereafter called "Wife", and JOHN ALLEN McCORMICK, hereafter called "Husband", as follows:

WHEREAS, there has been filed a Complaint for Divorce in the Fourth Circuit Court for Davidson County, Tennessee, wherein Wife is seeking an absolute divorce from Husband on the ground of irreconcilable differences which has been assigned Case No. 91D-4146, and there being such irreconcilable differences between the parties that they can no longer live together as husband and wife, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights and marital debts, and custody, visitation and support relative to the parties' minor children; and

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the ground of irreconcilable differences; and

WHEREAS, the parties acknowledge that this Agreement, when notarized, shall also serve as statutory service of process upon Husband in lieu of personal service; so

WHEREFORE, in final settlement, adjustment and compromise of all matters relating to custody, care, support and maintenance of the minor child of the parties, property rights, and all other matters relating to or arising out of the marriage relationship, and in consideration of the mutual promises and covenants herein set forth, Husband and Wife mutually covenant and agree as follows:

1. (A) The parties mutually agree and acknowledge that each of them are fit and proper persons to have the care, custody and control of the parties' minor children, William Andrew Holt McCormick (DOB 10/25/81), Hilary Ann Holt McCormick (DOB 5/29/84) and Walter Eric Holt McCormick (DOB 4/27/87). They shall therefore enjoy joint custody of the minor children. The children shall primarily reside with Wife; but, she shall not move their residence from the Davidson County area, without approval of the Court.

2. Husband shall receive reasonable and liberal visitation with the minor children, as follows:

(A) From Friday at 6:00 p.m. through Sunday at 8:00 p.m. every other weekend.

(B) During the summer months (June through August), Husband shall have two weeks of vacation visitation with the children which shall be exercised in conjunction with his vacation from his employment, if possible, upon thirty (30) day's notice to Wife.

(C) At such other times as the parties may mutually agree, upon twenty-four (24) hour's notice by Husband to Wife.

(D) The parties agree that they shall alternate the following holidays, such that, in odd-numbered years, Wife shall receive New Years Day, Independence Day, and Thanksgiving Day, and Husband shall receive Memorial Day and Labor Day, with said holiday visitation to be reversed in all even-numbered years. The children shall always be with Wife on Christmas Eve and Christmas morning, until 10:00 a.m., at which time Husband shall have the children for the balance of Christmas Day, until 8:00 p.m.

(E) The parties agree that if the visitation schedule heretofore established above shall become unworkable; then, either party may file a Motion with the Fourth Circuit Court to correct or modify the visitation schedule so as to insure that said visitation schedule shall be established in a manner that is in the manifest best interest of the children.

(F) Wife agrees that she shall provide to Husband in a timely fashion copies of any and all medical, hospitalization, and/or dental bills, invoices or estimates that may be incurred for the benefit of the minor children. She shall further provide to Husband in a timely fashion copies of all report cards, school schedules, PTA/PTO meeting notices, teacher-conference notices, and extracurricular activity schedules, as they become available to her.

3. Husband shall pay directly to Wife, for the support and maintenance of the minor children of the parties, the sum of $500.00 per month, commencing on April 1, 1992, and continuing on the first day of each consecutive month thereafter, until such time as the youngest minor child shall have attained his 18th birthday, or graduated from high school with his regularly scheduled class, whichever event shall last occur. The parties acknowledge that said child support is equal to or greater than 41% of Husband's adjusted gross monthly income and is therefore in conformity with TDHS Title IV Guidelines, based on Husband's present annual income, both as a private practicing veterinarian and as an associate veterinarian at the Nashville Pet Emergency Clinic, said adjusted gross annual income being approximately $18,000.00 per year.

Wife acknowledges and agrees that Husband has found it necessary to expend substantial sums of money to maintain and develop his veterinary practice. The parties are hopeful that Husband's practice will become more profitable in the future.

Therefore, the parties agree that the amount of child support required to be paid may be modified at any time subsequent to the entry of a Final Decree of Divorce on the filing of a Petition by either party which reflects a substantial change in circumstances relative to the earnings of either party and the needs of the children. Child support provided herein shall not be modified, prorated, or terminated except by Order of the Court.

4. (A) Husband shall pay one-half (1/2) of all medical and dental expenses (which shall include orthodontic expenses) of the parties' minor children, not covered by insurance. Wife shall pay one-half (1/2) of all medical and dental expenses (which shall include orthodontic expenses) of the parties' minor children, not covered by insurance.

(B) Wife agrees that she shall maintain through her employer the medical and hospitalization insurance for the benefit of Husband, until such time as a Final Decree of Divorce shall have been entered, after which it shall be Husband's obligation to make a conversion election so as to obtain his own coverage, in the absence of which he must obtain a separate insurance plan. Husband shall be responsible for all deductible expenses or expenses not otherwise covered by said Plan incurred for his benefit.

5. (A) The parties acknowledge that they presently own the real property located at 2708 Windemere Drive, Nashville, Tennessee, as tenants by the entirety, said real property being more specifically described hereinafter below, to wit:

> Land in Davidson County, Tennessee, being Lot No. 62 on the Plan of Sunny Acres, Section Three, of record in Book 2663, Page 92, Register's Office for said County.
>
> Said Lot No. 62 fronts 135 feet on the northerly margin of Windemere Drive and extends back between parallel lines a distance of 299.7 feet to a dead line in the rear.
>
> Being the same property conveyed to John A. McCormick and wife, Denise Holt McCormick, by Deed from William Bryan Cottingham, Jr. and wife, Donna Jean Cottingham, of record in Book 7378, Page 956, Register's Office for Davidson County, Tennessee.

(B) Wife shall be and is solely responsible for the monthly payments on the mortgage indebtedness due and owing upon said residence to First American National Bank, as well as all insurance, taxes, utilities and maintenance associated with said real property. She shall have sole possession of said property. Upon the entry of a Final Decree of Divorce, Husband shall be and is divested of any right, title or interest in and to the heretofore described real property and the improvements thereon, and Wife shall be and is vested with sole right, title and interest in and to said real property and its improvements.

(C) Wife shall be and is divested of any right, title or interest in and to the undeveloped commercial lot located at Lot No. 1, Larchwood Commercial Subdivision in Nashville, Davidson County, Tennessee, and Husband shall be and is vested with sole right, title and interest in and to said real property. Said real property is more particularly described as follows:

Tract I:
Land in Davidson County, Tennessee, being Lot No. 1, Larchwood Commercial Subdivision, Section 6, as of record in Book 8250, Page 27, said Register's Office, to which plan reference is hereby made by a more complete description.

Tract II:

Easement Description

An easement for ingress and egress across land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee, more particularly described as follows:

Beginning at a point on the north right-of-way of Blackwood Drive, a 100-foot road, that is 7.55 feet along the arc of a curve to the right having a chord bearing and distance of N 59 deg. 38' 28" E, 7.55 feet from an existing iron pin at the southeast corner of Lot 1, Section 6, Larchwood Commercial Subdivision as recorded in Plat Book 8250, Page 27, R.O.D.C., Tennessee, thence,

1. With a line severing Tract No. 1, Larchwood Commercial Subdivision as recorded in Plat Book 6900, Page 875, R.O.D.C., Tennessee, the property of Nashville Land Fund, Ltd., as recorded in Deed Book 6936, Page 128, R.O.D.C., Tennessee, N 23 deg. 35' 30" W, 41.61 feet; thence

2. Northwestwardly, 11.78 feet along the arc of a curve to the left having a radius of 7.50 feet, a central angle of 90 deg. 00' 00", and a chord bearing and distance of N 68 deg. 35' 30" W, 10.61 feet; thence,

3. With the east boundary line of Lot 1, Section 6 N 23 deg. 35' 30" W, 25.00 feet; thence,

4. With a line severing Tract No. 1, Larchwood Commercial Subdivision, No 66 deg. 24' 30" E, 40.00 feet; thence,

5. S 23 deg. 35' 30" E, 71.13 feet; thence,

6. With the north right-of-way line of Blackwood Drive, 32.64 feet along the arc of a curve to the left having a radius of 750.00 feet, a central angle of 2 deg. 29' 36", and a chord bearing and distance of S 61 deg. 10' 34" W, 32.64 feet to the point of beginning.

This easement crosses Tract No. 1, Larchwood Commercial Subdivision as recorded in Plat Book 6900, Page 875, R.O.D.C., Tennessee, the property of Nashville Land Fund, Ltd., as recorded in Deed Book 6936, Page 128, R.O.D.C., Tennessee, and is for the benefit of Lot 1, Section 6, Larchwood Commercial Subdivision, as recorded in Plat Book 8250, Page 27, R.O.D.C., Tennessee.

Being the same property conveyed to John A. McCormick and wife, Denise H. McCormick by Special Warranty Deed from Nashville Land Fund, Ltd., of record in Book 8454, Page 835, Register's Office for Davidson County, Tennessee.

(D) Husband shall be and is solely responsible for the monthly payments on the mortgage indebtedness due and owing upon said commercial property to First American National Bank, as well as all insurance, taxes, utilities and maintenance associated with said commercial property.

6. The parties agree that all right, title and interest in and to the personal property presently located at the parties' marital residence shall be and is vested solely in Wife, and all right, title and interest in and to said personal property shall be and is divested from Husband, except as hereinafter set forth below. Husband shall be and is vested with sole right, title and interest in and to the following personalty:

(a) Shopsmith
(b) Tools
(c) Cabinets in garage and workshop
(d) All car accessories
(e) Turkey oil painting and print
(f) Mahagony bedroom furniture
(g) Chifferobe
(h) Bookcase
(i) All of Husband's personal clothing, jewelry, and effects.
(j) Sewing Machine
(k) Lenox "Fancy Free" dishes
(l) Telcity Kitchen Table & Chairs

7. Wife shall be and is divested of any right, title or interest, and Husband shall be and is vested with sole right, title and interest in and to the McCormick Animal Clinic and all of Husband's professional veterinarian equipment and professional assets located at 812 Pleasant Hill Road, Nashville, TN, 37214.

8. Husband shall be and is divested of any right, title or interest in and to the Fay P. Holt Trust Fund and the South Coast Trust Fund, and all right, title, interest and expectancies in both of said trust funds shall be and is vested in Wife.

9. (A) Husband shall be and is divested of any right, title or interest in and to the 1986 Dodge Caravan and the 1966 Mustang automobiles, and Wife shall be and is vested with sole right, title and interest in and to said vehicles. Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for any and all indebtednesses due and owing upon said vehicles, as well as any and all insurance and maintenance associated therewith.

(B) Wife shall be and is divested of any right, title or interest in and to the 1967 Shelby Mustang and the 1986 Nissan Pickup Truck, and Husband shall be and is vested with sole right, title and interest in and to said vehicles. Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for any and all indebtednesses due and owing upon said vehicles, as well as any and all insurance and maintenance associated therewith.

10. Husband shall be and is solely responsible for the indebtednesses due and owing to Visa and MasterCard Account No. 5424 1802 0443 0638, and he shall hold harmless and indemnify Wife for the payment of same. Wife shall be and is solely responsible for the indebtednesses due and owing to MasterCard Account No. 5220 1005 1687 4329, and she shall hold harmless and indemnify Husband for the payment of same. Each party shall be and is solely responsible for any indebtednesses which appear primarily in their individual names (unless otherwise set forth herein), and each party shall hold the other harmless for the payment of same. The parties covenant that, from and after the date of this Agreement, neither party shall cause to be made any charges upon any account for which the other party might be held liable. No further charges shall be made by either party upon any joint account and such joint account(s) shall be either closed or converted to the sole use of the party assuming the debt upon said account.

The parties agree that the payment of debts or obligations assumed by one party or for which one party has agreed to hold harmless and indemnify the other party is to be deemed a support obligation under Section 523(A)(5) of the United States Bankruptcy Code and same shall not be dischargeable in any subsequent bankruptcy proceeding filed by either party, each party having waived his or her right to support and maintenance from the other party in consideration of each party's express agreement to pay his or her debts and obligations in full.

11. Husband shall be and is divested of any right, title or interest, and Wife shall be and is solely vested in the following stocks: (a) Techtronics, (b) U.S. Air, and (c) Allied Signal.

12. The parties agree that Husband shall be and is divested of any right, title or interest in and to any bank accounts established solely in the name of Wife, and Wife shall be and is divested of any right, title or interest in and to any bank accounts established solely in the name of Husband (except as noted below). The parties shall equally divide the approximately $1,000.00 in their joint personal fair account at First American National Bank, and the approximately $2,000.00 in their joint savings account at Sovran Bank. Husband shall be vested with

sole right, title and interest in and to the McCormick Animal Clinic checking and fair accounts at First American, and Wife shall be solely vested with the parties joint checking account at Sovran, her U.S. Air Credit Union Account, and the Piedmont Credit Union Account.

13. Husband shall be and is divested of any right, title or interest in Wife's pension with the U.S. Air Pension Fund or her IRA account administered by George Boulwar, Account No. X391123-0001. Wife shall be and is divested of any right, title or interest in and to Husband's IRA account administered by George Boulwar, Account No. X391379-0001.

14. Husband and Wife each agree to execute any documents or instruments which are, or may become, necessary to implement the terms and intent of this Agreement, and each party further agrees to furnish the vested party with any and all applicable vehicle titles, deeds, policies of insurance, etc., to which the vested party is entitled.

15. Wife shall be and is restored to her maiden name of "Holt".

16. Husband shall be solely responsible for his attorney's fees incurred in this cause, and Wife shall be solely responsible for her attorney's fees incurred in this cause, and all Court costs associated therewith, for all of which let execution issue, if necessary.

17. Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

18. The parties acknowledge that Attorney David R. Kennedy represents Husband; that Attorney Thomas Kittrell, Jr. represents Wife; that each party has participated in the negotiations surrounding the preparation of this instrument; and that they are in agreement with its contents and fully understand the legal effect thereof. The parties mutually agree and acknowledge that

neither of them are relying upon any tax advice from either attorney, and that neither attorney has expressed any expertise regarding the tax ramifications or tax consequences arising out of this Agreement, and that each party has utilized their own separate accountants so as to apprise themselves of said tax consequences.

19. This Agreement shall be submitted to the Court and, if approved, shall be incorporated into any Final Decree of Divorce granted to the Husband on the ground of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

20. By their signatures below, both parties agree and acknowledge that the proper jurisdiction and venue of this action is vested in Davidson County, Tennessee.

21. Husband expressly agrees that, for so long as Wife shall retain primary residential custody of the minor children, she shall be and is authorized to claim each of them as dependents for Federal Income Tax purposes.

WITNESS OUR HANDS the date(s) set forth below.

John Allen McCormick
JOHN ALLEN McCORMICK
"Husband"

DATED: 3/31/92

Denise Holt McCormick
DENISE HOLT McCORMICK
"Wife"

DATED: 4/13/92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named John Allen McCormick, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Marital Dissolution Agreement as "Husband", for the purposes therein contained, this the 31st day of March, 1992.

NOTARY PUBLIC

My Commission Expires: 1/22/95

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Denise Holt McCormick, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Marital Dissolution Agreement as "Wife", for the purposes therein contained, this the 13 day of April, 1992.

NOTARY PUBLIC

My Commission Expires: 11/21/92

IT IS, **ORDERED, ADJUDGED** AND **DECREED** that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

ENTERED this 13th day of April, 1992.

MURIEL ROBINSON RICE

APPROVED FOR ENTRY:

H. TOM KITTRELL, JR.
Attorney for Plaintiff
1416 Parkway Towers
Nashville, TN 37219
Reg. Number: 6631
(615) 244-0095

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed to Mr. David R. Kennedy, Attorney at Law, Hermitage Executive Building, 4207 Lebanon Road, Suite 200, Hermitage, Tennessee 37076, this the 13th day of April, 1992.

H. TOM KITTRELL, JR.

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* 13th *day of* April, 19 92, *in Case Number* 91D-4146 *between* Denise Holt McCormick *Plaintiff, and* John Allen McCormick *Defendant, as same remains of record in Book* 404C, *Page* 2051 *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* 27th *day of* April *in the year one thousand nine hundred and* Ninety Two *and in the* 216th *year of American Independence.*