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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 MAY 13 PM 2 54

RICHARD MICHAEL GREENE,

Plaintiff,

VS.

DEBORAH SUE FULTZ,

Defendant.

No.: 91D-804

BOOK 8628 PAGE 894

FINAL DECREE

This cause came to be heard on the 13th day of May, 1991 before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon a Complaint for Absolute Divorce filed by the Plaintiff against the Defendant; and it appearing to the Court from the testimony of Plaintiff, statements of Plaintiff's counsel, and the entire record herein that irreconcilable differences exist between the Plaintiff and the Defendant and that the Plaintiff is entitled to an Absolute Divorce from the Defendant; wherefore, his Complaint is accordingly sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, RICHARD MICHAEL GREENE be and hereby is awarded an Absolute Divorce from the Defendant, DEBORAH SUE FULTZ; that the bonds of matrimony heretofore existing between them be, and the same hereby are, absolutely and forever dissolved, and that the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that it is affirmatively found by the Court that the parties have made, by written agreement, adequate and sufficient provisions for the equitable settlement of any property rights between the parties and that the said Marital Dissolution Agreement, as agreed by and between the parties, is hereby approved and made a part of this judgment as follows:

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IDENTIF. TREFERENCE

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FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

FILED

1991 MAR -4 AM 9:19

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RICHARD MICHAEL GREENE,

Plaintiff,

VS.

DEBORAH SUE FULTZ,

Defendant.

NO.: 91D-804

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between RICHARD MICHAEL GREENE, hereinafter referred to as "Husband" and DEBORAH SUE FULTZ, hereinafter referred to as "Wife".

WHEREAS, these parties have been married since February 11, 1989, and there have been no children born of this union; and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action, in which irreconcilable differences is alleged as a ground, was filed on the 4th day of March, 1991, in the 4th Circuit Court for Davidson County, Tennessee, styled RICHARD MICHAEL GREENE VS DEBORAH SUE FULTZ, Docket No.: 91D-804, and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an Agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter more fully setforth and for other good and valuable considerations, the parties agree as follows:

1. REAL PROPERTY: The parties own certain improved real property located at 7405 Riverbend Circle, Nashville, Davidson County, Tennessee 37221, and more accurately described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 61 on the Plan of River Bend, as shown on plat of record in Plat Book 6900, Pages 504 and 505, as corrected by Book 7465, Page 833, Register's Office for Davidson County, Tennessee to which reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Laurel Street Construction Co. a partnership by deed from River Bend Associates, a partnership, of record in Book 7710, Page 23, said Register's Office for Davidson County, Tennessee.

This conveyance is subject to all restrictions, easements and plats of record in Register's Office for said County.

This is improved property, known as: 7405 River Bend Circle, Nashville, TN 37221.

The parties agree that this property shall be held by them as equal tenants in common, and that said property shall within 30 days of the execution of this Agreement be listed for sale with a realtor acceptable to both parties. Upon the sale of said property, the parties agree that the proceeds shall be applied to payment of the first mortgage to Atlantic Coast Mortgage Company, its successors and/or assigns, in the approximate amount of $113,000.00. Any remaining proceeds after payment of costs and commissions shall be divided between the parties as follows:

a. Wife shall receive the first $10,000.00 of remaining proceeds;

b. Thereafter, Husband shall receive the next $5,000.00 of remaining proceeds;

c. Any remaining proceeds shall be divided equally.

During such time as the foregoing property remains on the market, the parties agree that they shall abide by the following terms and conditions:

(a) The parties are agreed that they shall both be responsible for paying one-half (1/2) of the monthly mortgage payment on said home until such time as either party moves out of the home. At such time as either party moves out of the home, the parties are agreed that the other party shall continue to reside in the home until it is sold, and the parties are further agreed that the party who elects to move out of the home shall thereafter pay to the party remaining in the home the sum of $600.00 per month as his or her half of the monthly mortgage payment, and said amount shall be paid on or before the first day of each month thereafter until the home is sold.

(b) The parties are agreed that pending the sale of the home, any repairs or expenses necessary to prepare said home for sale shall be born equally by the parties.

(c) LIFE INSURANCE: The Wife owns a term life insurance policy in the amount of $100,000.00 with Kemper, in which the Husband is the beneficiary. The Husband owns a term life insurance policy in the amount of $100,000.00 with Provident Life, in which the Wife is the beneficiary. The parties are agreed that the aforementioned life insurance policies shall be maintained by the parties in full force and effect until such time as the home is sold.

The Wife owns a term life insurance policy through her employment at Ford Glass Plant in the approximate amount of $32,000.00, in which the Husband is the beneficiary. Wife agrees to maintain said policy with Husband as beneficiary until her death or until Wife has paid off the indebtedness encumbering the 1990 Ford pick-up, whichever comes first, for the purpose of insuring Husband's liability on said indebtedness should Wife die before the indebtedness is paid.

The Husband owns a term life insurance policy through his employment at Ford Glass Plant in the approximate amount of $32,000.00, in which the Wife is the beneficiary. Husband agrees to maintain said policy with Wife as beneficiary until his death or until Husband has paid off the indebtedness encumbering the 1990 Lincoln, whichever comes first, for the purpose of insuring Wife's liability on said indebtedness should Husband die before the indebtedness is paid.

2. TITLED PERSONAL PROPERTY: (a) The parties have acquired during the course of the marriage a 1990 Lincoln automobile, which is titled to the Husband and the Wife, and is encumbered by a lien in favor of Ford Motor Credit in the approximate amount of $25,000.00. The parties agree that all of the Wife's right, title and interest in and to said automobile shall be divested out of her and vested solely in the Husband. Husband agrees to be solely responsible for, and hold Wife

harmless on the debt to Ford Motor Credit. If Wife shall hereafter be compelled to make payment on said indebtedness, she shall be entitled to take judgment against the Husband in such amount, and reasonable attorney fees and Court costs. Wife agrees to execute any and all documents and/or Certificates of Title necessary to effectuate this transfer.

(b) The parties have also acquired during the course of the marriage a 1990 Ford pick-up truck, which is titled in the name of the Husband, and is encumbered by a lien in favor of Ford Motor Credit in the approximate amount of $9,000.00. The parties agree that all of Husband's right, title and interest in and to said truck shall be divested out of him and vested solely in Wife. Wife agrees to be solely responsible for, and hold Husband harmless on the debt to Ford Motor Credit. If Husband shall hereafter be compelled to make payment on said indebtedness, he shall be entitled to take judgment against the Wife in such amount, including reasonable attorney fees and Court costs. Husband agrees to execute any and all documents and/or Certificates of Title necessary to effectuate this transfer.

(c) The Wife has also acquired prior to the marriage a 1988 Mustang automobile, which is titled in the name of the Wife, and is encumbered by a lien in favor of Ford Motor Credit in the approximate amount of $4,000.00. The parties agree that all of Husband's right, title and interest in and to said automobile shall be divested out of him and vested solely in Wife. Wife agrees to be solely responsible for and hold Husband harmless on the debt to Ford Motor Credit. If Husband shall hereafter be compelled to make payment on said indebtedness, he shall be entitled to take judgment against the Wife in such amount, including reasonable attorney fees and Court costs. Husband agrees to execute any and all documents and/or Certificates of Title necessary to effectuate this transfer.

3. <u>UNTITLED PERSONAL PROPERTY:</u> The parties have heretofore divided all of their untitled personal property between themselves. Any and all furniture, furnishings and personal

possessions in the possession of the Husband at the time of the execution of this Agreement shall be his sole and separate property, free and clear of all claims of Wife. Any and all furniture, furnishings and personal possessions in the possession of Wife at the time of the execution of this Agreement shall be her sole and separate property, free and clear of all claims of Husband.

4. BANK ACCOUNTS: The parties are agreed that upon the execution of this Agreement, all joint accounts remaining shall be closed and the proceeds divided equally between the parties. All funds on deposit on the date of the execution of this Agreement in the name of the Husband shall be the sole and separate property of the Husband, free and clear of all claims of the Wife. All funds on deposit on the date of the execution of this Agreement in the name of the Wife shall be the sole and separate property of the Wife, free and clear of all claims of the Husband.

5. MARITAL DEBTS: In addition to those martial debts disposed of in Paragraph 1 above, the parties have incurred during the course of the marriage certain joint marital debt, namely certain joint credit cards. The parties are agreed that prior to the execution of this Agreement, all joint credit cards have been closed, and any balances remaining have been paid in full by the parties.

All other marital debts of the parties are in the sole name of either the Husband or the Wife. Each shall be responsible for those debts in their respective name and hold the other harmless thereon. If either of the parties shall, in the future, be compelled to pay any debt of the other, then the party for whose benefits of such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest, attorney fees and Court costs.

The parties agree that neither will contract any indebtedness upon the credit of the other subsequent to the execution of this Agreement. If either party shall be compelled

to pay any future debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest, attorney fees and Court costs.

6. TAXES: The parties are agreed that they shall file a joint income tax return for 1990, and any income tax refund received shall be divided equally between the parties, and any tax liability due for 1990 shall be born equally by the parties. The parties are further agreed that in the event that they decide to file separate income tax returns for 1991, and in the event that the real property heretofore mentioned in Paragraph 1 is sold during 1991, the parties are agreed that they shall each claim the benefit of one-half (1/2) of the home interest deduction for those months in 1991 prior to the sale of the home.

7. ATTORNEYS FEES: Each party shall pay their own attorneys fees.

8. COURT COSTS: Any Court costs incurred as a result of the pending action for absolute divorce shall be paid by the Husband. the pending action for absolute divorce shall be paid by the Husband.

9. GENERAL PROVISIONS: (a) The parties agree that all obligations for paying certain debts and/or indemnifying and holding each other harmless from any liability thereof required by the terms of this agreement shall be deemed a support obligation under 11 USC 523 (5) which is not dischargeable in bankruptcy.

(b) It is agreed by the parties that this instrument shall be a final settlement of the property rights of the respective parties and is a full discharge of Husband and Wife from any and all claims arising out of the marital relationship. Each party hereby waives and relinquishes to the other party all right or claims which he or she may have, or hereafter acquire in the law of any jurisdiction to the parties property, including, but without limitation, statutory allowance, pensions benefits, homestead rights, rights to take against the will of the other,

inheritance, descent or distribution or the right to act as Administrator or the Executor or other fiduciary of the other's estate. This instrument applies to all the property now owned by the parties, either jointly or individually or any property which either of them may acquire in the future.

(c) In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement and the claim is upheld by a Court of competent jurisdiction, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

(d) 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 herein set forth.

(e) It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Both parties acknowledge that they have had the opportunity to retain legal counsel, if desired, throughout the negotiation of this agreement, and have actively participated in the negotiation thereof. Each party acknowledges that they have read this agreement, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this agreement.

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

(g) In the event any provision of this agreement shall be held to be invalid by a Court of competent jurisdiction, such individual provision shall not effect the other provisions of this Agreement, said provisions being severable.

(h) This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

Witness my hand this 28 day of February, 1991.

Richard Michael Greene
RICHARD MICHAEL GREENE

Witness my hand this 1st day of March, 1991.

Deborah Sue Fultz
SUE FULTZ

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the above signed RICHARD MICHAEL GREENE, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 28th day of February, 1991.

NOTARY PUBLIC

My commission expires: 3/11/91

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the above signed SUE FULTZ, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 1st day of March, 1991.

Sherie D Stuyz
NOTARY PUBLIC

My commission expires: May 22, 1993

That costs of this cause are taxed to the Plaintiff for which let execution issue if necessary.

Enter this 13th day of May, 1991.

HONORABLE MURIEL ROBINSON RICE
Judge of the Fourth Circuit Court

Approved for Entry:

JACOBS, HOLT & MASTEN

LAWRENCE A. SIMONS #13053
Counsel for Plaintiff
311 White Bridge Road
Nashville, Tennessee 37209
(615) 353-0930

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been forwarded, via United States Mail, postage prepaid, on this 13 day of May, 1991 to the following:

Deborah Sue Fultz
7405 River Bend Circle
Nashville, Tennessee 37221

LAWRENCE A. SIMONS

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* MAY, *19* 91, *in Case Number* 91D-804 *between* RICHARD MICHAEL GREENE *Plaintiff, and* DEBORAH SUE FULTZ *Defendant, as same remains of record in Book* 196C, *Page* 1648 *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* 5TH *day of* MAY *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