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GEORGE L. ROOKER, CLERK

S. Adams D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ALAN RAY GRANT,

Complainant,

vs.

NANCY ELAINE GRANT,

Defendant.

No. 92D-1260

BOOK 8680 PAGE 680

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FINAL DECREE

This cause came on to be heard on the 30th day of June, 1992, before the Honorable Marietta M. Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, on the Complaint for Absolute Divorce filed by the Complainant. Upon hearing the testimony of Complainant, statements of counsel for Complainant, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences;

It is, therefore, ORDERED, ADJUDGED and DECREED that the Complainant, Alan Ray Grant, be and is hereby awarded an Absolute Divorce from the Defendant, Nancy Elaine Grant, on the ground of irreconcilable differences, Section 36-4-101(11), Tennessee Code Annotated, and that both parties be and are hereby restored to all the rights and privileges of an unmarried person.

Pursuant to Section 36-4-103(b), Tennessee Code Annotated, the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for any and all support obligations which might exist and for the equitable settlement of any and all property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

SECOND CIRCUIT

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MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between NANCY ELAINE GRANT, hereinafter called the "wife", and ALAN RAY GRANT, hereinafter called the "husband", ~~in~~ Nashville, Davidson County, Tennessee.

D.C.

BOOK 8680 PAGE 681

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and as a result the wife/defendant is aware that a suit for Absolute Divorce will be filed by the husband against the wife in the state of Tennessee; and

WHEREAS, these parties are presently living separate and apart and desire to settle their rights and interests regarding disposition of their real and personal property and their obligations of support each to the other, they have agreed upon the following as evidenced by their signatures hereto, and they contract as follows:

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving their marriage.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. The parties acknowledge that there are no minor children of the marriage and that none is expected.

2(a). The parties own real property (residence hereafter) located at 2920 Mossdale Drive, Antioch, Davidson County, Tennessee, deed to said real property being recorded in Book 6106, page 936, Register's Office for Davidson County, Tennessee, and more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 282 on the Plat of Cherry Hills Subdivision, Section 4, of record in Plat Book 4460, page 21, said Register's Office,

to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Charles W. Victory and wife, Joann Victory by deed from Don C. Bruce, III and wife, Sandra W. Bruce of record in Book 6069, page 93, Register's Office for Davidson County, Tennessee.

The parties agree that the wife, Nancy E. Grant, shall retain said residence to be hers in fee simple, subject to a lien granted to the husband in paragraph 2(b) of this agreement. The wife shall be responsible for paying any and all indebtedness on said residence including, but not limited to, insurance and maintenance costs, and shall hold the husband harmless on said indebtedness.

2(b). The wife shall pay to the husband the sum of ten thousand five hundred dollars ($10,500.00) for his interest in the residence referred to in paragraph 2(a). The parties acknowledge that on March 13, 1992, the wife paid to the husband the sum of one thousand dollars ($1,000.00). The remaining nine thousand five hundred dollars ($9,500.00) shall be paid by the wife as follows: On May 1, 1992, two thousand dollars ($2,000.00); on July 1, 1992, four thousand five hundred dollars ($4,500.00); and on November 1, 1992, three thousand dollars ($3,000.00). In order to secure the payment of the nine thousand five hundred dollars ($9,500.00), the husband, Alan R. Grant, shall have and is hereby granted a lien against the real property (residence) described in paragraph 2(a) of this agreement. Upon the wife's failure to pay as scheduled herein, the residence may be sold by the husband to satisfy said debt, upon proper notice to the wife. Upon completion of the payments as set out herein, the husband shall execute a release of the lien established by this paragraph.

3. The parties acknowledge that they have already divided their household furniture, furnishings, and appliances and each party shall retain the sole and exclusive ownership of said items of personal property in his or her possession at

the time of the signing of this Agreement, including but not limited to, the following:

> TO THE HUSBAND: hand tools, 44 pistol, trophies, caps, computer, two lamps, picture of house, assorted knives, picture of ducks, treadmill, picture of geese, one-half of the bookcases, fishing gear, his clothes, bowling ball, desk, cameras, computer table, golf clubs, new books, grandmother's dishes, bedroom suite, one-half of the cookware, nylon string guitar, double-barrel shotgun, model cars, 22 rifle, personal belongings, tv table, archery gear, 700 shares of Tellus Industries, typewriter, magazines, 13" tv, one-half of tapes & CDs, his retirement/ pension and one-half of any income tax refund for 1991.
>
> TO THE WIFE: Video equipment, black & white tv, pool, organ, pool equipment, piano, dogs, dining room suite, banjo, old books, waterbed suit, one-half of cookware, living room suite, 300 mag. rifle, guitars other than nylon stringed, sound system, den couch, washer & dryer, big-screen tv, one-half of tapes & CDs, stereo system, pump shotgun, 1986 Glasstream boat and accessories, her retirement/pension, one-half of any income tax refund for 1991, and jewelry.

4. The wife shall retain the 1987 Cadillac automobile free and clear of husband's interest. The wife shall be responsible for the payment of any indebtedness on said automobile and shall hold the husband harmless thereon.

5. The husband shall retain the 1990 Chevrolet truck free and clear of wife's interest. The husband shall be responsible for the payment of any indebtedness on said truck and shall hold the wife harmless thereon.

6. The husband shall be solely responsible for paying the following debts: (a) his American Express; (b) Exxon Travel; (c) one-half of any income taxes owed for 1991; and (d) his medical bills. The wife shall be solely responsible for paying the following debts: (a) Television; (b) one-half of any income taxes owed for 1991; (c) her medical bills; and (d) all other marital debts not specifically assumed by the husband.

7. Except as otherwise provided herein, each party agrees to be responsible for any debts or liabilities in his or her name individually and hold the other harmless for said obligation from and after the date of the execution of this Agreement by the parties. It is understood and agreed between

the parties that from and after the date of execution of this Agreement by the parties, neither will contract any indebtedness upon the credit of the other and neither shall be compelled to pay any future debt of the other and the party for whose benefit such payments are made will indemnify the other to the full extent of the amounts paid including any interest and legal expenses incurred, if any. It is further understood and agreed between the parties that in the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Agreement, he or she also shall be entitled to judgment for reasonable expenses, including, but not by way of limitation, attorney fees and court costs.

8. Both parties hereby waive any and all further claims for alimony against the other.

9. The husband shall proceed to trial to obtain an Absolute Divorce upon the ground of irreconcilable differences.

10. Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither party shall molest, harass or abuse the other in any manner whatsoever, or compel or endeavor to compel the other to cohabit or dwell with him or her.

11. The wife hereby agrees that by signing this Agreement, she waives service of process, waives the right to file an Answer, waives any questions regarding venue, and submits herself to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

12. The parties acknowledge that they, or either of them, have not received any advice from John Michael Thompson concerning the tax consequences of the terms of this agreement. They further acknowledge that they have been encouraged to seek such tax advice from another source.

13. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale

or exchange or other disposition, but is a division of property by co-owners.

14. Each party represents and warrants that he or she has made a full disclosure to the other of all their assets and liabilities. Each party acknowledges that the failure to disclose any assets or liabilities would be considered a breach of this Agreement and would subject this Agreement to being reopened at a later time by the Court.

15. It is understood and agreed between the parties as part of the consideration for the execution of this Agreement that each party will willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

16. 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 and 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, courtesy, statutory allowance, homestead rights, rights to take against the will, rights to take by dissent and distribution, and rights 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 the wife and the husband individually or jointly, or any property that either of them may acquire in the future.

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

18. 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 provisions of this Agreement and their legal effects are fully known by each of the parties and each party acknowledges that it is fair and equitable and it is being entered into voluntarily and with advice from counsel or the opportunity to obtain such advice.

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

20. In the event that any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions to that extent being severable.

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

22. Both parties further acknowledge that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein. If approved by the Court, then this Agreement will be incorporated into any final decree of divorce which shall be rendered by the Court. However, in the event that no divorce is granted to either party in this matter or the Court fails to approve this Agreement, then this Agreement is of no force and effect.

23. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under Section 523(a)(5) of Title 11 of the United States Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in this Agreement.

IN WITNESS WHEREOF, the parties, after first having read this instrument and familiarized themselves with its contents and its meaning, have signed and executed this Agreement on

this the 14th day of April, 1992, as to the wife,
and the 17th day of April, 1992, as to the husband.

Nancy Elaine Grant
NANCY ELAINE GRANT

Alan Ray Grant
ALAN RAY GRANT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for said county and state, Nancy Elaine Grant, with whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

Diane M Majors
NOTARY PUBLIC

My Commission Expires: 4/26/94

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public in and for said county and state, Alan Ray Grant, with whom I am personally acquainted, and who swore to the contents of the foregoing instrument for the purposes therein contained.

Gail D. McMillen
NOTARY PUBLIC

My Commission Expires: 11-26-94

It is further ORDERED, ADJUDGED and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

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

ENTER, this 30th day of June, 1992.

Martha M. Styly
JUDGE

SUBMITTED FOR ENTRY:

John Michael Thompson (10643)
Attorney for Complainant
WARD, DERRYBERRY & THOMPSON
Suite 1720, Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
615/244-0554

IDENTIF. TREFERENCE
29293
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DAVIDSON COUNTY TN.
MAIL ENV.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid, to the defendant, Nancy Elaine Grant, 2920 Mossdale Drive, Antioch, Tennessee 37013, this 30th day of June, 1992.

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* SECOND *Circuit Court for Davidson County, Tennessee, on the* 30th *day of* JUNE, *19* 92, *in Case Number* 92D-1260 *between* ALAN RAY GRANT *Plaintiff, and* NANCY ELAINE GRANT *Defendant, as same remains of record in Book* 144C, *Page* 1878 *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* 21 *day of* JULY *in the year one thousand nine hundred and* 92 *and in the* 217th *year of American Independence.*

CIRCUIT COURT

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117