1453/714

BOX 15

IN THE SECOND CIRCUIT COURT
OF DAVIDSON COUNTY, TENNESSEE

BARRIE OLIVER BOONE PETERSON,

Plaintiff,

Counter-Defendant,

v.

CRAIG M. PETERSON,

Defendant,

Counter-Plaintiff.

No. 91D-2837

0001 10/12 0101 01CASH 36.00

BOOK 8755 PAGE 141

FINAL DECREE

This cause came on to be heard August 19, 1992, before the Honorable Marietta M. Shipley, Judge, upon Counter-Plaintiff's Complaint for Absolute Divorce, the Plaintiff having withdrawn her complaint through the Marital Dissolution Agreement; executed Marital Dissolution Agreement and the testimony of Counter-Plaintiff, from all of which the Court affirmatively finds as follows:

1. The parties have experienced irreconcilable differences that entitle Counter-Plaintiff to a divorce.

2. The parties have in a written Marital Dissolution Agreement made adequate and sufficient provision for the custody and maintenance of their minor child.

3. The parties have in a written Marital Dissolution Agreement equitably divided their assets, liabilities and all property rights between them.

4. The statutory waiting period has elapsed.

5. The Marital Dissolution Agreement should be approved.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement that is set out in the following pages be approved and made the order of the Court.

54227

REGISTER'S REFERENCE

OCT 12 2 54 PM '92

DAVIDSON COUNTY, TN

BOX 15

IN THE Second CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

92 JUL 22 PM 3:35

DEPUTY CLERK

BARRIE OLIVER BOONE PETERSON, Plaintiff Counter-Defendant, vs. CRAIG M. PETERSON, Defendant Counter-Plaintiff.	)	NO. 91D-2837

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MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between Barrie Oliver Boone Peterson ("Wife"), and Craig M. Peterson ("Husband") subject to the following premises, terms and conditions:

WHEREAS, the parties are experiencing marital difficulties that have made reconciliation impossible and a complaint for absolute divorce has been filed by Wife in the Circuit (Probate) Court for Davidson County, Tennessee, Docket No. 91D-2837; and Husband has filed a counterclaim; and

WHEREAS, the parties desire to enter into this Marital Dissolution Agreement, which Agreement they consider to provide for the care, custody and control of their minor child and to settle equitably all property rights existing between them; and

WHEREAS, the parties desire that the Court approve this Marital Dissolution Agreement, and that the same be made a part of any Final Decree of Divorce entered in this case;

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. CUSTODY. Husband shall have custody of the parties' minor child, Braxton Wade Peterson (d/o/b 8/2/86).

2. VISITATION. Wife shall have reasonable rights of visitation with the child to include the following:

(a) Six weeks in the summer;

(b) One week during the Christmas holiday. Wife shall have visitation the first week in 1992 and Husband the second week. The weeks will alternate each following year.

(c) Wife will have visitation with the child during the child's spring break in odd numbered years.

(d) Wife shall have visitation with the child during the Thanksgiving holiday in even numbered years.

3. CHILD SUPPORT. Wife is currently unemployed. It is her intention to return to school to obtain a degree in nursing. Accordingly, it is agreed that child support should be set at the minimum monthly wage on the child support guideline schedule. Wife shall pay to Husband the sum of $19.53 per month for child support on or before the first day of the each month. Under the circumstances, this sum is consistent with the Tennessee Child Support Award Guidelines. Pursuant to Tenn. Code Ann. §36-5-101(h), the parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and they understand that court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of the Agreement.

4. MEDICAL CARE FOR CHILDREN. Husband will maintain major medical insurance coverage for the children. Husband will be responsible for all medical expenses for the child not covered by insurance.

5. MARITAL RESIDENCE. The parties acknowledge that they jointly own a home located at 620 Lake Terrace Drive, Nashville, Tennessee 37211. As a division of marital property, and no other valuable consideration, Wife hereby quitclaims all of her right, title and interest in and to said property to Husband "as is" and

with all faults. The property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 43 on the Plan of Castlegate, Section 1 of record in Plat Book 4460, page 115, Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to Craig M. Peterson and wife, Barrie B. Peterson, by deed from Robert M. Whitmore and wife, Babette Whitmore, of record in Book 7767, page 834, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 620 Terrace Drive, Nashville, Tennessee.
>
> The property description set forth above is the same property description contained in the deed of conveyance wherein the grantee and grantor obtained title to said property.

Husband shall be responsible for maintenance, insurance and taxes on said property, shall hold Wife harmless thereon and indemnify her therefore. Husband agrees to make his best effort to convince the mortgage holder of the residence to remove Wife's name from the mortgage obligation.

6. FURNITURE AND FURNISHINGS. The parties have divided their furniture and furnishings. Each party shall retain those items in his or her possession.

7. AUTOMOBILES. Each party shall be responsible for the automobile in his or her own possession, shall hold the other harmless thereon and indemnify therefore. To the extent necessary, both parties shall execute any documents necessary to clarify title.

8. ALIMONY. Both parties waive all rights to alimony.

9. **ACCOUNTS**. Funds in any account of any nature (including but not limited to checking, savings, money market, securities, IRA and pension) shall belong to the party in whose name that account is maintained, with the other party having no claim thereto. There are no joint accounts.

10. DEBTS. The parties acknowledge that they have disclosed to one another all existing debts and obligations which they may have separately or jointly. Other than as may be stated elsewhere in this Agreement, each party shall be responsible for any indebtedness in his or her name only prior to and since the separation of the parties and shall hold harmless the other party thereon and indemnify therefore.

11. DISCLOSURE OF ALL ASSETS. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

12. WITHDRAWAL OF COMPLAINT. By execution of this agreement, wife voluntarily non-suits her complaint for divorce against Husband and agrees that Husband can proceed on his countercomplaint for divorce based on irreconcilable differences.

13. ATTORNEY'S FEES AND COURT COSTS. Each party shall be responsible for his or her own attorney's fees. Husband agrees to pay the court costs. It is acknowledged that Husband is represented by Robert M. Garfinkle and that Wife has been represented by John Doyle and H. Buckley Cole of the Heiskell, Donelson firm.

14. AGREEMENT ENTERED INTO VOLUNTARILY. The parties understand and agree that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not stated herein. Each party has full knowledge of the value of the other's estate. The provisions of this Agreement and the legal effect of such provisions are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being executed voluntarily and with the opportunity to obtain the independent advice of counsel.

15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth in this Agreement. The law of the State of Tennessee will govern this Agreement in all respects.

16. FULL SETTLEMENT OF PROPERTY RIGHTS. This Agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to execute all necessary documents and to perform all other acts necessary to carry out the full intent and purpose of this Agreement. As approved by the Court, this Agreement is a full and final settlement of the parties' property rights as between each other.

17. FUTURE LEGAL PROCEEDINGS. If a creditor of either party makes a claim against the other party, and if that claim is upheld by a court of competent jurisdiction, and if the other party is required to pay a debt for which he or she is not responsible, either by contract or pursuant to the terms of this Agreement, then the party against whom such claim is made will be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including a reasonable attorney fee. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this Agreement, then he or she will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action.

18. MODIFICATION. A modification or waiver of any provision of this Agreement will be effective only if made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any provision of

this Agreement will not be construed as a waiver of any subsequent default of the same or similar nature.

19. INCORPORATION. The parties mutually agree that this Agreement, subject to the Court's approval, shall be incorporated in and made a part of any Final Decree of Divorce which may be entered hereafter.

20. SEVERABILITY. If any portion of this Agreement is held illegal, unenforceable, void or voidable by any court, each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.

IN WITNESS WHEREOF, the parties set their signatures below.

BARRIE OLIVER BOONE PETERSON

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Barrie Oliver Boone Peterson, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 13th day of July, 1992.

Notary Public

My Commission Expires: 3-27-93

CRAIG M. PETERSON

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STATE OF CALIFORNIA
COUNTY OF ORANGE

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Craig M. Peterson, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Orange, County, this 20th day of July, 1992.

Notary Public

My Commission Expires: May 13, 1994

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* 19TH *day of* AUGUST, *19* 92, *in Case Number* 91D-2837 *between* BARRIE PETERSON *Plaintiff, and* CRAIG PETERSON *Defendant, as same remains of record in Book* 145B, *Page* 714 *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* 8TH *day of* OCTOBER *in the year one thousand nine hundred and* NINETY-TWO *and in the* 217TH *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Clay M Harris *D.C.*

Form #GR-117

It is further ORDERED that Counter-Plaintiff, Craig M. Peterson, be awarded an Absolute Divorce from Counter-Defendant, Barrie Oliver Boone Peterson, on the ground of irreconcilable differences; that both parties be restored to all the rights and privileges of unmarried persons; and that the bonds of matrimony heretofore existing between the parties be hereby forever dissolved.

The costs of this cause shall be taxed to the Counter-Plaintiff, Craig M. Peterson.

This 19th day of August, 1992.

Marietta M. Shipley, Judge

APPROVED FOR ENTRY:

McMACKIN, GARFINKLE, McLEMORE & WALKER

By _____
Robert M. Garfinkle
Tn Bar No. 5354
One Nashville Place, 16th Floor
150 Fourth Avenue, North
P. O. Box 198947
Nashville, TN 37219
(615) 255-4545

Attorney for Craig M. Peterson

Certificate of Service

I certify that a true and exact copy of the foregoing document has been sent by U. S. Mail, postage prepaid, to Barrie Oliver Boone Peterson, 1516 Dresden Circle, Nashville, TN 37215, this 19th day of August, 1992.

Robert M. Garfinkle