IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WENDY ECKENSTINE SMITH X
ROUTE #3, BOX 292-A
ASHLAND CITY, TN 37015 X

v. X NO. 89D-1700

KEVIN STUART SMITH X
ROUTE #3, BOX 292-A
ASHLAND CITY, TN 37015 X

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FINAL DECREE

This cause came to be heard on the 10th day of August ,1989, in the Fourth Circuit Court for Davidson County, Tennessee, before the Honorable Muriel Robinson, Judge, upon the complaint for divorce filed by the plaintiff, upon testimony of plaintiff, statement of counsel for plaintiff, and the record as a whole, from all of which the Court finds: that the parties have executed, under oath, a written Marital Dissolution Agreement in which the parties have made adequate and sufficient provision for the custody and maintenance of the minor child of this marriage and have equitably settled all property right issues between the parties; that plaintiff, Wendy Eckenstine Smith, should be awarded a Divorce on the grounds of Irreconcilable Differences, T.C.A. Section 36-801-II; and, that said Marital Dissolution Agreement, in words and figures as follows, should be approved, incorporated into the Decree, and made mandatory by the same:

"IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE"

WENDY ECKENSTINE SMITH X
PLAINTIFF X
vs. X NO._____
KEVIN STUART SMITH X
DEFENDANT X

MARITAL DISSOLUTION AGREEMENT

WHEREAS the parties hereto are presently man and wife but have reached the point of irreconcilable differences in their marriage and do desire to enter into a Marital Dissolution Agreement which fully, fairly and equitably disposes of all marital issues;

NOW, THEREFORE, the plaintiff, Wendy Eckenstine Smith/Wife (hereinafter called "Wife"), and the defendant, Kevin Stuart Smith/Husband (hereinafter referred to as "Husband"), do agree as follows:

1. The parties have reached the point of irreconcilable differences in their

marriage.

2. Both parties have been citizens and residents of Tennessee for more than six months prior to filing the complaint. Both parties presently reside in Davidson County, Tennessee, at Route #3, Box 292-A, Ashland City, Tennessee, 37015.

3. The parties have one minor child, Valerie Danielle Smith, born April 9th, 1987.

4. Custody: The Wife is a fit and proper person to have the care, custody and control of Valerie Danielle Smith with reasonable rights of visitation to the Husband.

5. Visitation: The Husband shall have visitation with the minor child of the parties every other weekend from 6:00 P.M. on Friday through 6:00 P.M. on Sunday, alternating major holidays on an annual basis, and extended summer vacation of at least two weeks during the period of time between whatever date school lets out and one week prior to the scheduled school opening in the fall, a week before Christmas, ending at 9:00 P.M. on Christmas Eve and alternating annually with the week after Christmas beginning at 9:00 P.M. on Christmas Eve, and with the Husband having the week prior to Christmas for calendar year 1989; and such additional visitation as the parties may agree on, it being the understanding of the parties that both parties shall cooperate in the best interest of the minor child and with the commitment by both parties that neither of them shall try to be restrictive or interfere with the other's custody/visitation unless a situation arises where the child is being subjected to conditions that are injuries to the child's mental or physical well-being such as drugs, drinking, gross immorality, etc.; and both parents hereby commit to making an attempt to resolve any such issues between them (except in an emergency situation) prior to seeking Court intervention.

6. Child Support: Based upon the parties 1988 Tax Return and W-2 figures, as a starting point, the Husband shall pay directly to the Wife the sum of $75.00 per week child support. It is understood by the Husband that, in event he should fail to make such child support payments regularly, upon proper application to the Court, the Wife would be able to require that child support payments would be made through the Clerk of the Court and that the Husband, in such case, would be required to pay the Clerk's fees in addition to the child support, and further that in appropriate instances, the Court could also Order that a wage assignment be made so that the child support and Clerk's fees were deducted from the Husband's pay prior to his receiving his check; and it is further understood that the Husband

understands that it is his responsibility to obtain receipts for all payments or keep his canceled checks or otherwise be in a position to prove to the Court, if required, that he has made all such payments that he has been directed to make; and further that both parties understand that once anything, including child support, has been Ordered by the Court, all parties are held accountable for strict compliance with that Order until such time as the Court changes the Order or the parties entered into an Agreed Order which is approved by the Court and entered.

7. Health and Medical Expenses for Child: It is agreed that since the Wife is presently able to obtain, at reasonable cost, hospitalization and major medical insurance coverage on the minor child of the parties, that so long as such insurance is available, at reasonable cost, through her then current employment, the Wife shall provide hospitalization and major medical insurance on the minor child of the parties; however the parties will share equally all uninsured costs related to the health of the minor child of the parties including, without limitation, deductibles, any items not covered by the insurance that is currently in force, such as dental work, services of dental hygienists, prosthodontial work, orthodontial work, glasses, contact lens, and any other charges for health related services to the minor child of the parties that are furnished by recognized health providers. It is agreed, further, that both parties shall endeavor to discuss, in advance, any major health related expenses for the child that are going to be uninsured.

8. Disposition of Homeplace: It is agreed that the Wife shall retain the homeplace of the parties consisting of five (5) acres and their home located on Little Marrowbone Creek Road, in Davidson County, Tennessee. In that conjunction it is further agreed that the Wife shall assume and pay when, and as due, the outstanding indebtedness on said homeplace; and she further agrees to indemnify and hold the Husband harmless with regard to any claim that might hereafter be made against him with regard to such indebtedness. It is further agreed that the Husband shall execute a Quit Claim Deed conveying his interest in said property to the Wife for her sole and separate estate. Husband agrees to immediately execute such Quit Claim Deed when requested to do so after the entry of the Final Decree of Divorce. It is further agreed that the Final Divorce Decree shall divest the Husband of his interest in said homeplace and shall vest the same in the Wife for her sole and separate estate subject, of course, to the outstanding first mortgage indebtedness on said homeplace.

9. Division of Household Items: The Husband shall receive the Motorola

Console TV, the oak china cabinet (paid for by him), some towels, a blue electric blanket, some ceramic tile situated in a storage building on the premises of the homeplace, and his personal belongings such as clothing, shoes, toilet articles, arrow heads and other artifacts and other items that are peculiarly his; all of the rest and remainder of the household furniture and contents shall be retained by the Wife for her sole and separate estate and the Final Decree of Divorce shall divest the Husband of his interest in those items retained by the Wife and shall likewise divest the wife of your interest in those items to be retained by the Husband.

11. Specific Items - Responsibility for Debt: It is agreed that the Wife shall retain the 1987 Chrysler LeBaron and that she shall be responsible for the indebtedness on the same and she shall be responsible for indemnifying and holding the Husband harmless with regard to any claim that might be hereafter made against him with regard to such indebtedness. The Final Decree of Divorce shall divest the Husband of any interest which he might otherwise claim in the 1987 Chrysler LeBaron and vest the same in the Wife for her sole and separate estate. It is further agreed that the Wife shall retain the 19' Toshiba color television and the Sanyo convection oven and the Wife shall be responsible for paying, when and as due, the indebtedness on such items which is owed to Circuit City for these items; and the Final Decree of Divorce shall divest the Husband of his interest in the same and shall vest the same in the Wife for her sole and separate estate. The Wife agrees to indemnify and hold the Husband harmless with regard to any claims that might hereafter be made against him with respect to said indebtedness. It is further agreed that the Husband shall receive the 1970 Blue-green Ford Pickup truck, the ski boat, and the 500 CC Kawasaki motorcycle, that the Final Decree of Divorce shall divest the Wife of any interest which she might otherwise claim against said items and shall vest the same in the Husband for his sole and separate estate.

12. Use of Barn: It is agreed that the Husband shall have the right to use the barn on the homeplace for a period of time up to ninety (90) days from the date of the Final Decree of Divorce, for the purpose of working on his truck and boat and for the purpose of storing these and other items while he finds somewhere else to store them. Should the Husband, for any reason, fail to remove said items within ninety days of the entry of the Final Decree of Divorce, then the Wife shall not dispose of said items or any of them without giving Husband ten (10) days written notice by certified mail, copy by regular mail, effective when mailed, at his last

known address, of her intention to dispose of said items.

13. Accounts/Disposition: Neither party claims any interest in any accounts, checks, cash, pension plans, CD's, bonds, evidence of indebtedness, notes, and any other chooses in action presently in the name of the other and each shall retain those items in his or her own name, free of any claim by the other.

14. Full Disclosure: The parties hereto each warrant to the other that he or she has made full disclosure of all assets in which he or she has an interest, and each represents that he or she has no interest in any assets not reflected by the terms of this agreement. Each further represents to the other that they have made full disclosure of any and all use of the joint credit of the parties and of the use of the other parties' credit prior to the mutual execution of this agreement.

15. IRS Matters: It is agreed that the parties shall, for the calendar year 1988, each file "Married - living separate". That the Wife shall receive the tax deduction related to the homeplace, such as interest and taxes, etc.; and that the Wife shall claim both herself and the minor child of the parties as dependents for 1988. It is further agreed that the Wife shall have the right to claim the minor child of the parties as a dependent on her Tax Returns so long as she chooses to do so and it is further agreed that the Husband will not claim said minor child as a dependent with regard to his Tax Returns until such time as the Wife shall notify him in writing that he has her permission to do so.

16. Final Settlement - Intentional Release and Waiver of Rights Arising out of the Marriage: Husband and Wife each hereby release one another, their heirs, executors, administrators and assigns, together with their interest in the property and estate divided herein (effective the 31st day after the Judge signs the Final Decree of Divorce which shall have this Marital Dissolution Agreement copied therein in full) from any and all rights and claims of whatever sort of character, including without limitation, rights to past and/or future support, maintenance, homestead, dower, courtesy, or any statutory successors to such common law rights, any rights under the laws of inheritance, decent and distribution, claims to alimony or other support payments, pensions, and/or retirement funds, all rights to elect against the other's Will, and all rights to take under the other's Will; and each party further hereby releases the other from any and all rights or claims (including tort claims) demands, and obligations of whatsoever kind, nature, and character, arising out of, during, or by virtue, the marital relationship of the parties (whether known or unknown) except as may otherwise be expressly provided in this agreement; and, likewise, (effective that same date) each party is

forever barred from having or asserting any such right. claim, demand, or obligation, at any time hereafter, for any purpose, except that these parties may assert such rights as are specifically given under this agreement. Each of the parties shall have the specific right to enforce this agreement and the Final Decree of Divorce in which it shall be included. In regard thereto, in event it becomes necessary for either of the parties to enforce the terms of this agreement through the Courts hereafter, in addition to whatever relief may be granted to the prevailing party by the Court, it is agreed that the Court shall require the losing party to pay the Court costs, and the expenses incurred by the prevailing party in preparing for such litigation as well as the attorney's fees incurred by the prevailing party with respect to such litigation.

17. Understanding with Respect to Counsel: Each of the parties hereto by his or her signature hereto, acknowledges that he or she has fully read the foregoing instrument, has had the opportunity, whether utilized or not, to obtain advice of counsel, and it is understood that the draftsman of this agreement, John G. Doak, Attorney, is recognized as being the attorney of the Wife, and that he has made no representations to nor given any advice to the Husband with regard to the advisability of his execution of this agreement or any of the terms thereof; and Husband specifically acknowledges that he has executed this agreement without any intimidation, or other form of coercion and for the purposes contained therein, and as his own free act and deed.

WITNESS our hands to this Marital Dissolution Agreement on the day, month and year set down beside our respective names below.

s/Wendy Eckenstine Smith — 4-19-89
WENDY ECKENSTINE SMITH: DATE:

s/Kevin Smith — 5-4-89
KEVIN STUART SMITH: DATE:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, the within named, WENDY ECKENSTINE SMITH, with whom I am personally acquainted, and did execute the foregoing instrument and did acknowledge that she has done so for the purposes therein contained and as her own free act and deed.

WITNESS my hand and official seal at Hermitage, Tennessee, on this the 19th day of April, 1989.

5-8-91 — Rose Ann Felts
My Commission Expires: — NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, the within named, KEVIN STUART SMITH, with whom I am personally acquainted, and executed the foregoing instrument and did acknowledge that he has done so for the purposes contained therein and as his own free act and deed.

WITNESS my hand and official seal at Hermitage,Tennessee, on this the 4th day of May ,1989.

5-8-91 — Rose Ann Felts
My Commission Expires: — NOTARY PUBLIC

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting by and between the parties are perpetually dissolved; that the plaintiff is awarded an absolute divorce from the defendant on the grounds of Irreconcilable Differences, and is restored to all the rights and privileges of an unmarried person; and the Marital Dissolution Agreement, in words and figures as set forth above, is in all things ratified and approved by the Court; and in order to properly enforce the same, each and provision of said agreement, is hereby made mandatory as if each provision were ORDERED, ADJUDGED and DECREED separately.

Itt is further ordered adjudged and decreed that all right title and interest in the real property of the parties located in Davidson County, Tennessee and being described as follows :

Beginning at an iron pin set in the fence line, said point being the SW corner of this tract and also being the northerly lineof the Ronald E Gossett land of record in Dd Bk 4371 page 20 RODC; thence with Gossett's line and a fence N 81 deg 45 ' 52" E, 56.35 ft to an iron pin; thence continuing with Gossett's line, S 79 deg 08' 59" E, 429.46 feet to an iron pin; thence leaving Gossett's line and with the line of James C Dawson, N 42 deg 20' 34" E, 37.89 ft to an iron pin; thence N 05 deg 57' 17" W, 32.14 ft to an iron pin; thence N 04 deg 11' 02" W, 94.01 ft to an iron pin in the fence; thence N 09 deg 05' 14" E, 283.92 ft to an iron pin set at a fence corner; thence with a fence S 84 deg 48' 34" W. 617.58 ft to a point in the Little Marrowbone Creek; thence leaving said Creek S 04 deg 29' 02" W, 233.61 ft to an iron pin set at a corner post; thence S 52 deg 48' 16" E 120.00 ft to the point of beginning and containing 4.82 acres more or less by survey of J. Bruce Rainey and

Being the same real propertyheretofore conveyed to Kevin S Smith and wife Wendy Eckenstine Smith from Frank N. Hooper as of record in Book 7613 Page 863, Register's Office For Davidson County Tennessee.

is herby divested out of the husband, Kevin S. Smith and is hereby vested in the wife Wendy Eckenstine Smith for her sole and separate estate

It is further ORDERED that the costs of this cause be adjudged against the plaintiff, for all of which let execution issue if necessary.

ENTER THIS 11th DAY OF August, 1989.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY BY:
DOAK & HOLLAND

BY: JOHN G. DOAK, SR., ATTORNEY FOR PLAINTIFF (#2343)
105 BONNABROOK DR. SUITE 207
HERMITAGE TN 37076 (615)889-1112

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CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true copy of the foregoing Order to the defendant at his last known address at Route #3, Box 292-A. Ashland City, TN 37015 on this the _____day of _____,1989.

JOHN G. DOAK, SR., ATTORNEY

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* 11th *day of* August, *19* 89, *in Case Number* 89D-1700 *between* Wendy Eckenstine Smith *Plaintiff, and* Kevin Stuart Smith *Defendant, as same remains of record in Book* 180B, *Page* 1228 *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* 16th *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 _____, *D.C.*

Form #GR-117