2136/1206

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHERRI H. MANNING
Plaintiff,

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vs.

No. 92D-3789

FREDRICK A. MANNING
Defendant.

FINAL DECREE

This cause came on to be heard on the 19th day of January, 1993, before the Honorable Judge, Muriel Robinson-Rice for the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for an absolute divorce, the notarized Marital Dissolution Agreement executed by the parties, the testimony of the Plaintiff in open court, and upon the entire record in this cause, from all of which the Court finds that the allegations of irreconcilable differences are sustained by the proof; that the written Marital Dissolution Agreement heretofore entered by the parties is an equitable division of the property rights of the parties: and that the Plaintiff is entitled to an absolute divorce.

Section 36-4-101(11). It is therefore,

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That the statistical information shall be amended to reflect that the Defendant, Fredrick Alford Manning's place of birth was North Carolina.

2. That Plaintiff, CHERRI H. MANNING, is granted an absolute divorce from Defendant, FREDRICK A. MANNING, on the grounds of irreconcilable differences, pursuant to T.C.A. 36-4-103, and each party is restored to all rights and privileges of an unmarried person;

3. That the Marital Dissolution Agreement entered by and between the parties be and the same is hereby approved by the Court and incorporated in this Decree of Divorce as follows:

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHERRI H. MANNING
Plaintiff,

vs.

FREDRICK A. MANNING
Defendant.

FILED
'92 OCT 29 PM 2:47
GEORGE L. ROCKER, CLERK
By B. Thompson

FOURTH CIRCUIT

No. 92D-3789

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between Cherri H. Manning, hereinafter called "Wife", and Fredrick A. Manning, hereinafter called "Husband".

WITNESSETH

1.

WHEREAS, the parties are married and there are no minor children as a product of the marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody and support of any children the parties may have as a result of the marriage; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

2.

WHEREAS, ONLY Wife is represented by Robyn Lynne Ryan. Attorney, and the opposing party has obtained independent advice or waived same and is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or

against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for 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 the Bankruptcy Code, this obligation

being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS TO BE FILED. As soon as possible after the execution of this agreement, Robyn Lynne Ryan shall cause to be prepared and file a complaint for divorce in the Circuit Court of Davidson County, Tennessee, including the grounds that irreconcilable differences have arisen between the parties. The Defendant is aware that this divorce will be filed in the State of Tennessee and waives further services and filing an answer to the Complaint.

Husband agrees to pay all Court cost arising out of said divorce proceeding if uncontested.

The Defendant, by signing this agreement, waives further service of process or notice and waives all rights under the Soldiers and Sailors Civil Relief Act. The Defendant acknowledges receipt of a copy of the complaint in this cause and stipulates to the truth and accuracy of the allegations therein. Further, the

Defendant waives making any other answer or counter-claim and consents to an entry of a Default Judgment and a Final Decree of Divorce and specifically authorizes entry of said pleadings by Plaintiff's counsel.

PERSONALTY. Each party will have and keep their personal effects and clothing and Wife shall have all the other property accumulated during the marriage with the exception of the following which will go to Husband:

1. One Half of Joint Savings Account
2. Sara Lee Stock
3. Dominion Bank IRA's in Husband's name
4. Sara Lee 401K
5. Tennessee Pride ESOP
6. Prudential IRA in Husband's name

Husband agrees to assume all liability associated with the above property and hold Wife harmless thereon.

It is agreed that Wife will have possession and title to the Parties' 1990 Toyota and Husband will have possession and title to the Parties' 1991 Ford Explorer and each party releases any claim or right they have to the vehicle of the other. Husband agrees to refinance the 1991 Ford Explorer releasing Wife from any liability of the debt thereof within sixty days of the signing of this agreement.

It is also agreed that Wife shall have as her personal property the following:

1. Dominion Bank IRA in Wife's name
2. Prudential IRA in Wife's name
3. Savings Account in Wife's name
4. Aetna Retirement
5. One Half of the Joint Savings Account
6. Boat

Wife agrees to assume all liability associated with the above property and hold Husband harmless thereon.

REAL ESTATE. Husband agrees to convey and by signing this document does convey to Wife any and all interests in the property at 1931 Graceland Drive, Goodlettsville, TN, more particularly

described as follows:

Land in Davidson County, Tennessee, being Lot No. 85 on the Plan of Grizzard Manor, Section 4, as of record in Book 4675, page 156, Register's Office for Davidson County, Tennessee.

Beginning on the northerly margin of Graceland Court at the corner of lots No. 84 and 85, thence with the line between said 2 lots northerly 189.2 feet to the corner of lots 85 and 86; thence with the line between said 2 lots northwesterly 214.9 feet to the southeasterly margin of Graceland Drive; thence with the same southwesterly 192.78 feet to the beginning of a curve; thence around said curve having a radius of 25 feet southeasterly 42.78 feet to the northerly margin of Graceland Court; thence with the same easterly 215 feet to the beginning.

Being the same property conveyed to Fredrick A. Manning and wife, Cherri H. Manning by deed from Goodlettsville Development Co., Inc., as of record in Book 5092 page 823, Register's Office for Davidson County, Tennessee.

Husband further agrees to execute and deliver to **Wife** any and all deeds and instruments necessary to convey title of said real estate to **Wife**. **Wife** agrees to assume liability for the debts on the property holding the Husband harmless thereof.

DEBTS. Husband agrees to assume, pay and hold Wife harmless for all debts listed in his name and any other debts not covered in this agreement as an element of division of the parties' property. This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523 (a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

Wife agrees to assume, pay and hold Husband harmless for the mortgage on the house located at 1931 Graceland Drive, Goodlettsville, TN and the Home Equity Loan at Dominion Bank as an element of the division of the parties' property. This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

ALIMONY. It is further agreed between the Parties that Husband will pay Wife beginning upon the execution of this agreement/with the granting of the Final Decree, the sum of One Thousand Dollars ($1,000.00) per month as rehabilitative alimony. Said monthly payment to start on November 1, 1992 and to continue

to be paid on the first day of each month for fifteen (15) consecutive years.

Said payments will not terminate upon the death of Wife or upon her remarriage. Said payments will not terminate upon the death or remarriage of Husband.

Husband agrees not to petition the Court for a decrease in the monthly alimony payment for a period of (15) fifteen years from the date of entry of the Final Decree of Divorce.

LIFE INSURANCE. Husband and Wife agree that Husband shall purchase a term life insurance policy in the amount of One Hundred Thousand Dollars to protect the financial obligations owed to Wife by Husband as contained in this agreement.

ATTORNEY FEES. Husband agrees to pay to Wife the sum of $500.00 as alimony in solido to defray her attorney fees. Said sum is to be paid at the date of entry of the Final Decree of Divorce.

DEATH. Should there be any obligation, alimony, or other, due in the future, after the death of Husband, which obligation is not satisfied by life insurance or by will or trust, Wife shall have a claim against the estate of the deceased for monies due or to become due in the future under this Marital Dissolution Agreement.

PENSIONS. Husband agrees to pay Wife $3,000.00 for her interest in his pension from Odom Tennessee Pride. This amount to be paid in (3) three installments of $1,000.00, $1,000.00 and $1,000.00 with the first installment due within 60 days of the Final Decree of Divorce, the second within (3) three months of the Final Decree of Divorce and the third by June, 1993.

Cheri H. Manning
PLAINTIFF

Frederick A. Manning
DEFENDANT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 23 day of October, 1992, personally appeared Cherrie W. Manning to me known to be the person described in and who executed the foregoing instrument and acknowledged that ~~he~~ she executed the same as and for ~~his~~ her free act and deed.

Evelyn Campbell
NOTARY PUBLIC

My Commission Expires:
11-27-93

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 23 day of October, 1992, personally appeared Fredrick A. Manning to me known to be the person described in and who executed the foregoing instrument and acknowledged that ~~she~~ he executed the same as and for ~~her~~ his free act and deed.

Evelyn Campbell
NOTARY PUBLIC

My Commission Expires:
11-27-93

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are to be taxed against the Defendant, for all of which execution may issue if necessary.

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ENTER this the 19th day of June, 1993.

MURIEL ROBINSON-RICE, Judge

APPROVED FOR ENTRY:

Robyn Lynne Ryan
Attorney for Plaintiff
Registration No. 12782
Suite 625 Noel Place
200 Fourth Avenue North
Nashville, Tennessee 37219
(615) 256-8181

MAIL ENV.

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SHELBY Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
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IDENTIFI REFERENCE
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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been hand delivered to placed in the United States mail, postage prepaid, to Fredrick Alford Manning, 667 Royal Crest Avenue, Nashville, TN 37214 this the 9 day of June, 1993.

Robyn Lynne Ryan

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* 19th *day of* JANUARY, *19* 93, *in Case Number* 92D-3789 *between* CHERRI H. MANNING *Plaintiff, and* FREDERICK A. MANNING *Defendant, as same remains of record in Book* 213B, *Page* 1206 *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* 12th *day of* February *in the year one thousand nine hundred and* Ninety-Three *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary W. Binkley *D.C.*

Form #GR-117