213A/407

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE,
AT NASHVILLE

KATHERINE DIANE SULLINS,

Plaintiff,

vs. NO. 90D-2693

JAMES THOMAS SULLINS,

Defendant.

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FINAL DECREE

This cause came on to be heard this 6th day of January, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the petition for absolute divorce filed in behalf of the Plaintiff, Katherine Diane Sullins, personal service of process upon the Defendant, James Thomas Sullins, the marital dissolution agreement subsequently entered into by and between the parties and the entire record in this cause, from all of which the Court is of the opinion and finds as follows:

1. That irreconcilable differences exist in the marriage between the parties and that they can no longer live together as Husband and Wife.

2. That a marital dissolution agreement has been entered into by and between the parties which provides for child custody, visitation and child support and which also provides for a sufficient and equitable settlement of any property rights between them.

3. That the Wife's current address 141 Neese Drive, Apt. P-338, Nashville, TN 37211 and the Husband's current address is 2073 Nashboro Boulevard, Nashville, TN 37217

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

1. That the Wife, Katherine Diane Sullins, is granted an absolute divorce from the Husband, James Thomas Sullins, and restored to all the rights and privileges of an unmarried person.

2. That the marital dissolution agreement entered into by and between the parties be and the same hereby is approved by the Court and incorporated in this decree of divorce as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

KATHERINE DIANE SULLINS,

Plaintiff,

vs. No. 90D-2693

JAMES THOMAS SULLINS,

Defendant.

MARITAL DISSOLUTION AGREEMENT

In this cause, wherein the Plaintiff, Katherine Diane Sullins, has brought or is about to bring an action for absolute divorce against the Defendant, James Thomas Sullins, the parties desire to enter into a marital dissolution agreement providing for child custody, child support and for the settlement of their property rights when and if a divorce is granted in this Court and in this cause.

It is, therefore, mutually agreed by and between the parties as follows:

1. That the Plaintiff, Katherine Diane Sullins, hereinafter referred to as "Wife" will obtain, at the earliest practicable time, on the sole ground of irreconcilable differences, an absolute divorce from the Defendant, James Thomas Sullins, hereinafter referred to as "Husband". Husband waives personal service of process in this action.

2. That there is one child born of this marriage, Meredith Adelle Sullins, born January 12, 1984. That the Husband shall be granted primary physical custody of said child and that the Wife shall be granted visitation as follows: one weekend per month from Saturday at Noon until Sunday at 4:00 p.m. Due to the work schedules of the parties, they shall agree monthly upon the specific weekend for visitation and upon reasonable visitation during major holidays. Wife agrees not to take the minor child out of the State during periods of her visitation unless otherwise expressly agreed upon between the parties.

3. The parties acknowledge that the Wife has experienced a long period of unemployment and recent medical problems which preclude her from having the ability of paying child support at this time. The parties agree to hold the issue of child support in abeyance. In further consideration of reserving the issue of child support, Wife agrees to quitclaim her interest in and to certain real property presently titled in both parties' names. That said real property is a condominium located in Nashville, Davidson County, Tennessee, and is further described in paragraph four herein.

4. That the wife shall convey all right, title and interest which she has in and to certain real property described as follows:

An interest in all that tract or parcel of land lying and being in the 2nd Civil District of Davidson County, Tennessee. Said interest being Unit 2073 of Nashboro Village Twelve (12) Condominium, and Garage Unit No. 2073 G of said Condominium, as shown on Master Plot Plan for Nashboro Village Twelve (12) Condominium, Prepared by Miller, Wihry & Lee, Inc., Landscape Architects & Engineers, dated November 1, 1973, and recorded in Plat Book 4675, page 121, Register's Office for Davidson County Tennessee; together with all right; title and interest relating to said Unit as prescribed and set forth in the Master Deed for Nashboro Village Twelve (12)

Condominium, Recorded in Deed Book 4827, page 30, aforesaid recorded on June 20, 1974, said Master Deed and all recorded amendments and exhibits thereto being by this reference incorporated herein and made a part hereof. The interest herein conveyed includes, without limiting the generality of the foregoing, an undivided 1.75% interest in the Common Elements of the Nashboro Village Twelve (12) Condominium. This is improved property known as 2073 Nashboro Boulevard, Nashville, Tennessee, and it is part of the same property conveyed to 2154 Trading Corporation by deed of record in Deed Book 4981, page 414 and by instrument of correction in Book 5078, page 522, respectively Register's Office for Davidson County, Tennessee.

The parties agree that Wife shall execute a quitclaim deed to the Husband conveying all her right, title and interest in and to said property no later than thirty days following the entry of a final decree of divorce in this cause.

5. The household furniture and furnishings of the parties have already been divided between them. The Husband shall receive the 1990 Ford Taurus automobile that is registered in his name only, free from any claims of the Wife, assume any indebtedness owing thereon and hold the Wife harmless from any liability therefor. The Wife shall receive the 1986 Plymouth Reliant K automobile that is registered in her name only, free from any claims of the Husband, assume any indebtedness owing thereon and hold the Husband from any liability therefor.

6. That the Husband agrees to carry the minor child on a policy of health and hospitalization insurance. Each party shall be responsible for one-half of any medical, dental or opthalmalic expenses not covered by said insurance. Wife shall make all reimbursements to the Husband upon being furnished with copies of bills.

7. The parties have no joint bank accounts. Each party shall retain sole and exclusive rights over his or her pension funds and separate bank accounts and each party gives up any and all claims to the other's pension or bank accounts.

8. Any judgment or settlement for damages recovered by either party in any civil litigation pending at the time of the filing of this divorce action shall remain the sole and exclusive property of the party awarded such damages. Any judgment or settlement for damages received by the parties' minor child, Meredith Adelle Sullins, shall be placed into a trust account for said child until the child attains the age of eighteen (18) years or until the child enters college, whichever event shall occur first, all stipulations subject to approval by the Court in which such damages may be awarded.

9. The parties shall each be responsible for one-half of the Court costs in this cause.

10. Each party shall be responsible for his or her own attorney fee in this cause, so long as the divorce proceeds on the sole ground of irreconcilable differences.

11. The parties agree that the Wife shall be restored to her maiden name of Pendleton upon the granting of an absolute divorce in this cause.

12. It is understood and agreed between the parties, as a part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement. Both parties acknowledge and understand that, if this agreement is approved by the Court, it shall become a part of a final decree of divorce and will be a binding order of the Court.

13. That each party shall be responsible for any debt which he or she incurs or contracts individually

subsequent to the date of this agreement and that debt shall be the sole debt of the contracting party and each agrees to hold the other harmless from any liability therefor. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other since the date of their separation, except as otherwise provided herein, and the parties acknowledge there has been a full disclosure of debts in this agreement. Other than provided herein, each of the parties waives any and all rights which he or she may have in and to the party or estate of the other.

14. The parties further agree that, should it become reasonably necessary for either party to institute legal proceedings to enforce any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

15. It is understood and agreed by and between the parties that this marital dissolution agreement, which will be incorporated into a final decree of divorce herein, is being entered into without any undue influence, fraud, coercion, misrepresentation or for any reason not herein stated. The parties acknowledge this agreement is fully understood by each of them and each acknowledges that the same is fair and equitable and is being entered into voluntarily.

16. It is understood that this agreement represents all agreements between the parties, and any promises or covenants not set forth in this agreement are of no effect.

17. Each party acknowledges that he or she has received a copy of this agreement on the date of execution.

s/ Katherine Diane Sullins

s/ James Thomas Sullins

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority,a notary public in the State and County aforesaid, the aforenamed Katherine Diane Sullins, known personally to me, who, upon her oath, stated she has read the foregoing marital dissolution agreement, knows the contents thereof, and is executing the same for the purposes contained therein, this the 9th day of December, 1992.

s/ Diane Reynolds
NOTARY PUBLIC

Commission Expires: 9-16-95

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority,a notary public in the State and County aforesaid, the aforenamed James Thomas Sullins, known personally to me, who, upon his oath, stated he has read the foregoing marital dissolution agreement, knows the contents thereof, and is executing the same for the purposes contained therein, this the 8th day of December, 1992.

s/ Allen M. Sneed
NOTARY PUBLIC

My Commission Expires: 1-27-96

3. That the Husband and Wife shall each be responsible for one half of the costs of this cause, for which execution may issue, if necessary.

4. That the wife shall be restored to her maiden name of Pendleton.

All further matters are reserved unto the Court.

Entered this 6th day of January, 1993.

HONORABLE MURIEL ROBINSON RICE,
JUDGE OF THE FOURTH CIRCUIT COURT

APPROVED FOR ENTRY:

EASON, LAWSON, FISHBURN & DALTON

CATHERINE S. HUGHES, No. 12671
Attorney for Plaintiff
222 Second Avenue North, Suite 350
Washingto Square Building
Nashville, Tennessee 37201-1652
(615) 256-7600

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been hand delivered or sent by United States Mail, postage prepaid, to the Honorable David Carrell, attorney for the Defendant, First American Center, 20th Floor, 315 Deaderick Street, Nashville, Tennessee 37238-2075, on this 6th day of January, 1993.

CATHERINE S. HUGHES

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IDENTIFICATION REFERENCE

MAY 6 1 44 PM '93

DAVIDSON COUNTY, TN

PICK-UP

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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* 6TH *day of* JANUARY, *19* 93, *in Case Number* 90D-2693 *between* Katherine Sullins *Plaintiff, and* James Sullins *Defendant, as same remains of record in Book* 213A, *Page* 407 *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* 6TH *day of* MAY *in the year one thousand nine hundred and* NINETY-THREE *and in the* 217TH *year of American Independence.*

RICHARD R. ROOKER ~~GEORGE L. ROOKER~~, *Clerk.*

By Clay M. Hardin *D.C.*

Form #GR-117