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1993 MAY 13 AM 9:49

RICHARD R. ROOKER, CLERK

D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WILLIAM DAVID WADE, III,
Plaintiff/Husband,

VS.

SHERYL ELDRIDGE WADE,
Defendant/Wife.

NO.: 92D-3164

BOOK 8954 PAGE 151

F I N A L D E C R E E

This cause came to be heard on the 13th day of May, 1993 before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon a Complaint for Absolute Divorce filed by the Plaintiff/Husband against the Defendant/Wife; and it appearing to the Court from the testimony of Plaintiff/Husband, statements of Plaintiff's/Husband's counsel, and the entire record herein that irreconcilable differences exist between the Plaintiff/Husband and the Defendant/Wife and that the Plaintiff/Husband is entitled to an Absolute Divorce from the Defendant/Wife; wherefore, his Complaint is accordingly sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff/Husband, William David Wade, III, be and hereby is awarded an Absolute Divorce from the Defendant/Wife, Sheryl Eldridge Wade; that the bonds of matrimony heretofore existing between them be, and the same hereby are, absolutely and forever dissolved, and that the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that it is affirmatively found by the Court that the parties have made, by written agreement, adequate and sufficient provisions for the equitable settlement of any property rights between the parties and that the said Marital Dissolution Agreement, as agreed by and between the parties, is hereby approved and made a part of this judgment as follows:

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

93 APR 25 AM 9:14
D.C.

WILLIAM DAVID WADE, III,	]	
	]	
Plaintiff	]	
	]	
vs.	]	**NO. 92D-3164**
	]	
SHERYL ELDRIDGE WADE,	]	
	]	
Defendant	]	

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between the plaintiff, William David Wade, III (hereinafter "husband") and the defendant, Sheryl Eldridge Wade (hereinafter "wife") subject to the following premises, terms and conditions:

WITNESSETH

WHEREAS, the parties have experienced marital difficulties in the past, with the result that husband has instituted a divorce proceeding against wife, with the complaint for absolute divorce having been filed in the Second Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the court, to amicably settle their differences with respect to spousal support obligations, property rights, the payment of debts and to enter into a contract for the equitable settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agrees as follows:

1.0 REAL PROPERTY: The parties are the owners of a home and lot located at 7824 Harpeth View Drive, Nashville, TN 37221, as tenants by the entirety, more fully described in book 8638, page 584 of the Register of Deeds' Office for Davidson County, Tennessee, as follows:

Being Lot No. 11 on the Plan of Harpeth View Subdivision of record in Book 6900, Page 319, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description:

Being the same property conveyed to William D. Wade, III, and wife, Sheryl E. Wade, by deed from Morris, Eshaghpour Contracting Corporation of record in Book 8638, Page 584, Register's Office for Davidson County, Tennessee.

Subject to restrictions of record in Book 7112, Page 341, 350 and in Book 7241, Page 537, said Register's Office.

1.1 The parties agree that upon the entry of the final decree of divorce, the marital dissolution agreement, incorporated into the final decree of divorce, shall be recorded in the Register of Deeds' Office for Davidson County, Tennessee and the parties shall remain as co-owners of said real property, as tenants in common, with each to retain an undivided one-half interest in said real property.

1.2 Commencing the first day of the first month following the execution of this agreement, husband shall pay directly to wife 39% of the present mortgage payment of $895.00 monthly, with said sum being $350.00 monthly at present, although the sum is subject to adjustment as a result of the parties' fluctuating mortgage payment. Should the parties monthly mortgage payment increase, then wife shall give husband timely notice of said increase and he shall increase his monthly contribution in an amount equal to 39% of the monthly mortgage payment. The parties acknowledge that husband's contribution of 39% of the monthly mortgage is adequate and sufficient consideration to maintain his undivided one-half interest in said real property.

1.3 The party further agree that following the entry of the final decree of divorce, wife shall be entitled to reside in said real property, and husband shall reside at a residence elsewhere, until such time as the parties mutually agree otherwise or said real property is sold or one party elects to purchase the others equity in same.

1.4 The parties further agree that although they remain jointly liable on the mortgage owing on said real property to NationsBank, Nashville, Tennessee, wife shall be responsible for making the payment timely to said mortgage company on a monthly basis, in addition to taxes and insurance on said real property.

1.5 Wife shall be personally and individually responsible for all routine maintenance and upkeep on said real property and agrees to hold husband harmless for any liability related thereto. However, the parties shall be jointly and equally responsible for any and all single expenses for maintenance, upkeep, repairs or improvements exceeding $250.00 per single expenditure, with wife to give husband timely notice of any such expenses owing on said real property and husband to reimburse wife within a reasonable period of time, normally being 30 days, after said expenses are incurred.

1.6 The parties further agree and acknowledge that neither shall be under a compulsion to sell their interest in said real property, either to a third party or to the other, but if and when they mutually agree to sell said real property at any time following the entry of the final decree of divorce, they shall equally divide the net equity realized from the sale of said real property, after the deduction of the mortgage owing on same, taxes, realtors fees, closing costs and other expenses related to the marketing, sale and closing of said real estate transaction. In the alternative, following the entry of the final decree of divorce, by mutual agreement, one party may elect to purchase the other's equity in same, by the parties mutually agreeing upon the equity in said real property as of the date of their understanding and the party electing to sell his/her interest shall immediately execute to the other a quit claim deed, transferring their legal, marital and equitable interest in same, immediately upon the receipt of the payment of the equity.

1.7 The parties further agree that each shall be entitled to claim all interest and taxes they individually pay and/or contribute as a portion of the mortgage payment on said real property, as a deduction on their separate federal income tax returns for the tax year 1992, in the case they elect to file married/separate and all tax years thereafter until such time as said real property is sold.

2.0 **PERSONAL PROPERTY:** Husband shall retain possession of the 1963 Chevrolet Chevy II automobile, titled in the name of wife, with no note owing on same. Wife shall execute the motor vehicle title prior to the entry of the final decree of divorce, conveying her legal, marital and equitable interest in said motor vehicle to husband.

2.1 Wife shall retain possession of the 1986 Pontiac Grand Am automobile, titled in the name of husband, with no note owing on same. Husband shall execute the motor vehicle title prior to the entry of the final decree of divorce, conveying his legal, marital and equitable interest in said motor vehicle to wife.

2.2 Husband is the legal owner of the 1984 Pontiac Firebird automobile, titled in his name individually, but with said motor vehicle in the possession of the parties' adult daughter, Bradie Susanna Wade, with no note owing on same. Husband agrees to execute the motor vehicle title to his adult daughter and/or wife, prior to the entry of the final decree of divorce, conveying his legal, marital and equitable interest in said motor vehicle to wife.

2.3 Husband is the legal owner of the 1985 Nissan automobile, titled in his name individually, but with said motor vehicle in the possession of the parties' adult daughter, Eve Ellen Wade, with no note owing on same. Husband agrees to execute the motor vehicle title to his adult daughter and/or wife, prior to the entry of the final decree of divorce, conveying his legal, marital and equitable interest in said motor vehicle to her.

2.4 The parties further agree that each hereby shall relinquish any and all legal, marital or equitable interest in the motor vehicle(s) in the possession of the other as of the date of the final decree of divorce and further agree to sign any motor vehicle titles or other necessary documentation, if any, to transfer legal ownership of said motor vehicle(s) to the other. The parties agree to be jointly and equally responsible for any costs for the transfer of the titles to the parties' motor vehicles.

2.5 The parties further agree that all funds on deposit in any and all checking and/or savings accounts or other financial investments, of any kind maintained in the individual name of each party shall be and are hereby made the sole and

separate property of the party in whose name each account is maintained, free and clear of any claim by the other party.

2.6 The parties further agree that all funds on deposit in any and all retirement and/or pension plans maintained individually or through their respective employers shall be and are hereby made the sole and separate property of the party in whose name each account or plan is maintained, free and clear from any claim by the other party.

2.7 Wife shall retain the following items of personal property, which shall be deemed as her separate property, as follows:

Living Room	**Dining Room**	**Kitchen**
Sofa	Table	Table/Chairs
Coffee Table	6 Chairs	Microwave
Bradie's Desk	China Cabinet (all contents)	Toaster
Antique Chest	Antique Table	Blender
Lamp (crystal)	Plants	Coffee Maker
End Tables	Floor Mirror	Cookbooks
Television	Pictures	Wooden Chest of Recipes
Floor Lamp	Antique Chair	Dishes/Cookware/Flatware (to be divided)
Plants		Chopping Board
Evie/Bradie Picture		Bread Box
2 Small Lamps		Potato Box
Sconces		Flower Picture
		Baskets
		Cake Keeper
		Glasses (to be divided)
		Glass Bowls
		Daisy Flowers
		TV

Master Bedroom	**Evie Bedroom**	**Bradie Bedroom**
Chest	Bed	Bed/Spread/Linen
Dresser	Chest	Chest
Desk	Dresser	Hope Chest
2 End Tables	Desk	Lamp
Antique Pitcher/Bowl	Hope Chest	Bedside Table
Beige Lamp	Clothes	Personal Items
Microwave Stand	Personal Items	Clothes
Wedding Picture		Dresser

Bonus Room	Garage	Attic
White Toy Chest, White Bookshelves, Bed, White Chest, Stereo/ Dolls, Speakers, White Rocking Chair, White Wicker Toy Chest, 1/2 Sectional Sofa, School Annuals, Encyclopedias, Books, with the exception of husband's books, Wooden Magazine Rack TV/VCR Washer/Dryer	Antique Rocking Chair Doll House Puppet Stage Auntie's Table School Desk Bookshelf Bed White Single Shelf Bike	Luggage Evie/Bradie: Toys, Books, Keepsakes, Scrapbooks, School Items, Fisher-Price Toys, Barbies, Crib Christmas Decorations (to be divided)

Hallway	Master Bathroom	Hall Bathroom
Marble Top Chest Statue Mirror Wall Clock Crock Jar	Bradie's Wicker Shelves Wife's clothes and all personal items	Small White Table Small White Bookshelves Towels - equally divided Wife's personal items

2.8 The parties further agree that husband shall retain all personal property in the parties' home as his separate property, other than these specific items as listed above as wife's separate property.

3.0 **DEBTS AND OBLIGATIONS**: Husband shall be personally and individually responsible for the balance of the following debts and obligations, with each listed debt being in husband's name individually, with husband to hold wife harmless for any liability related thereto, as follows: Sears, account number 6 90665 18870 0, approximate balance $1,132.62; Western Auto, account number 53 01 20485 1, approximate balance $856.40; Visa (Third National Bank), account number 4453 008 092 303, approximate balance $5,200.00; Mastercard (AT&T), account number 5398 8000 0772 9785, approximate balance $2,250.12; Educators Credit Union (line of credit), approximate balance $1,200.00; Three (3) Student/Parent Loans (Third National Bank).

3.1 Wife shall be personally and individually responsible for the balance of the following debts and obligations, with each listed debt being in husband's name individually, with wife to hold husband harmless for any liability related thereto

as follows: Castner Knots, account number 29 146 673 45, approximate balance $200.00; First Card (Insurance), account number 4250 013 386 393, approximate balance $6.96 per month.

3.2 Husband shall be personally and individually responsible for the balance of the following joint debts and husband to hold wife harmless for any liability related thereto: Visa (Dominion), account number 4361 890 794 730, approximate balance $4,289.63.

3.3 Wife shall be personally and individually responsible for the balances on the following joint debts and wife to hold husband harmless for any liability related thereto: Mastercard (Chase), account number 5421 6999 0001 2492, approximate balance $4,314.94; Haverty's Furniture, account number 4075982, approximate balance $795.68; Mastercard (Educators Credit Union), approximate balance $250.00; and Discover, account number 6011 0063 9650 5365, approximate balance $700.00.

3.4 Wife shall be personally and individually responsible for the balance of the following debts and obligations, with each listed debt being in wife's name individually, with wife to hold husband harmless for any liability related thereto as follows: Visa (U.S. Air), account number 4039 464 997 380, approximate balance $650.00; Third National Student Loan Center, account number 404107225000, approximate balance $5,561.00; Exxon, account number 371 548 75466; J. C. Penney, account number 197 151 037 32; McClures, account number 749 99100 235 674.

3.5 Wife shall be personally and individually responsible for the balance of the following debts and obligations, for medical expenses incurred to date for the parties' children, with wife to hold husband harmless for any liability related thereto, as follows: Quantum Imaging Center, balance $900.00, account in the name of Eve E. Wade; Parkview Hospital, balance $450.00, account in name of Eve E. Wade; Dr. Stephen Staggs, Brentwood Medical Center, Suite 106, Brentwood, TN 37027, account number 7110, balance $310.61, account in the name of Eve E. Wade; Digestive Disease Consult, Inc., 337 21st Avenue, North, Nashville, TN 37203, account number 24273, balance $97.20, account in name of Eve E. Wade; Baptist Hospital,

2000 Church Street, Nashville, TN 37236, account number 008097511, balance $82.50, account in name of Bradie S. Wade; Randy Fullerton, M.D., 2021 Church Street, Suite 504, Nashville, TN 37203, account number 2716, balance $40.00, account in mane of Bradie S. Wade; Dr. Sharon Piper, Suite 610, 2021 Church Street, Nashville, TN 37203, balance $125.00, account in name of Bradie S. Wade.

3.6 The parties agree that other than as aforementioned, each party shall be personally and individually responsible for the payment of all debts heretofore contracted for or incurred by either of them individually, either during the marriage or after the date of separation and each agrees to hold the other harmless for any liability related thereto.

3.7 The parties further agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this agreement.

3.8 The parties further agree that in the event a creditor makes a claim against the other party, which is upheld by a court of competent jurisdiction, to pay the debt for which the party is not responsible, either by contract or pursuant to the terms of this agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest and any expense incurred in defending the creditors claim, including reasonable attorney fees.

4.0 **INSURANCE**: The parties agree that each shall be personally and individually responsible for maintaining his or her major medical hospitalization insurance. Each party shall be responsible for the payment of all of his or her medical costs and expenses which are uninsured or fall within the deductible limits under any insurance coverage and each shall hold the other harmless for any liability related thereto.

4.1 The parties further agree that neither of them shall have any obligation to maintain life insurance or pay the life insurance premium for the benefit of the other. Each party shall receive all right, title and interest in and to all life insurance policies on his or her life and any cash surrender value as his or her sole and

separate property, free and clear from any claim by the other. Each party shall have the right to change the beneficiary under the life insurance policy maintained on his or her life.

5.0 TAX LIABILITY: The parties further agree that beginning 1993 and all tax years thereafter, each party shall the right to file under the status they so choose with the IRS, depending on their marital status during any tax year and each party shall be entitled to receive the full tax refund for said tax year, free from any claims of the other or in the alternative, should there be any tax liability owing for said tax year, each party shall be personally and individually responsible for said tax liability and each shall hold the other harmless for any liability related thereto.

6.0 NON-DISCHARGEABILITY OF DEBTS: The parties agree that when one party is required by the terms of this agreement to assume responsibility for paying certain debts and/or indemnity and to hold the other party harmless for any liability related thereto, said obligation shall be deemed to be a support obligation, pursuant to 11 U.S.C. § 523(5) which is not dischargeable in bankruptcy court as to the other party. The parties expressly agree they have discussed the support obligations and it is the express and specific intent of each party to create a support obligation through the assumption of certain debts, that the assumption of the debts has the actual effect of providing necessary support to insure the daily needs of the former spouse and the amount of the assumption of the debt is reasonable and affordable by each party, and particular, each party to assume responsibility for certain debts and obligations, as aforementioned in paragraphs 1.2, 3.0, 3.1, 3.2, 3.3, 3.4, and 3.5.

7.0 ENFORCEMENT OF AGREEMENT: The parties agree that in the event it becomes reasonably necessary for either of them to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney fees incurred in procuring the action.

8.0 ATTORNEY FEES AND COURT COST: The parties agree that each shall be personally and individually responsible for their own respective attorney's

fees relative to the negotiations and preparation of this agreement and pleadings in this divorce and husband to be responsible for the court costs of this proceeding.

It is understood and agreed between the parties this agreement shall be introduced in the proceedings now pending in the Second Circuit Court for Davidson County, Tennessee and submitted to the court for ratification and incorporation into the final decree of divorce between the parties.

It is understood and agreed between the parties this agreement is intended to be a final settlement of all property 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 or claims which each may have or hereinafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or the right to act as the 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 husband and wife, individually or jointly, or any property that either may acquire in the future.

The parties agree that, except as otherwise provided by the terms of this agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this agreement that neither of them shall receive any proceeds as a beneficiary of the other party from and after execution of this agreement unless otherwise provided by the terms of this agreement or unless a new beneficiary designation is hereinafter executed designating the other as a beneficiary.

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

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

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 in this agreement and their legal effect are fully known by each of the parties and each party acknowledges that the agreement is fair and equitable and it is being entered into voluntarily.

This agreement contains the entire understanding of the parties and there are no representations, warranties or promises other than those expressly set forth herein.

In the event any provision of this agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not effect the other provisions of this agreement, said provisions being severable.

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

William D Wade III
WILLIAM DAVID WADE, III

Sheryl E. Wade
SHERYL ELDRIDGE WADE

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me Daniel C. Masters, a notary public in and for said County and State, WILLIAM DAVID WADE, III, plaintiff in the foregoing divorce, with whom I am personally acquainted and who acknowledged that he executed the foregoing agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 15th day of April, 1993.

Notary Public

My Commission Expires: 3/25/95

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me Stephanie Shaw, a notary public in and for said County and State, SHERYL ELDRIDGE WADE, defendant in the foregoing divorce, with whom I am personally acquainted and who acknowledged that she executed the foregoing agreement for the purpose therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 9th day of April, 1993.

Stephanie Shaw
Notary Public

My Commission Expires: 7/23/94

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that costs of this cause are taxed to the Plaintiff/Husband for which let execution issue if necessary.

Enter this 13th day of May, 1993.

HONORABLE MARIETTA SHIPLEY
Second Circuit Court Judge

Approved for Entry:

JACOBS, HOLT & MASTEN

DANIEL C. MASTEN, #9815
Counsel for Plaintiff/Husband
311 White Bridge Road
Nashville, Tennessee 37209
(615) 353-0930

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been forwarded, via United States Mail, postage prepaid, on this 28th day of April, 1993 to the following:

Stephen W. Pate, Esq.
Counsel for Defendant/Wife
150 Second Avenue North
Suite 315
Nashville, Tennessee 37201

DANIEL C. MASTEN

21602

IDENTIFICATION REFERENCE

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DAVIDSON COUNTY, TN

STATE OF TENNESSEE

I, **RICHARD R. 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 13 day of MAY , 19 93 , in the Case Number 92D3164 between WADE, WILLIAM DAVID III Plaintiff, and WADE, SHERYL ELDRIDGE Defendant, as same remains of record in Book 148B , Page 1261 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 20 day of MAY in the year one thousand nine hundred and ninety-three and in the 217th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

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