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BOOK 8984 PAGE 856

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUDITH KAYE BRYANT)
)
Plaintiff)
v.)
)
JOHN RONALD BRYANT)
)
Defendant)

No. 93D-462 D.C.

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FINAL DECREE OF DIVORCE

This cause came on to be heard upon the 8th day of June, 1993, before the Honorable Marietta Shipley, Judge of the Second Circuit Court, upon the Wife's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provision for the equitable settlement of any property rights between the parties.

It is therefore ORDERED, ADJUDGED and DECREED that the Wife, JUDITH KAYE BRYANT, should be and is hereby granted an absolute divorce from the Husband, JOHN RONALD BRYANT, upon the grounds of irreconcilable differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore executed by the parties, is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

IDENTIF. + REFERENCE 31342

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, JUDITH KAYE BRYANT, hereinafter referred to as the "Wife", and JOHN RONALD BRYANT, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Wife in the Second Circuit Court for Davidson County, Tennessee, and docketed at number 93D-462, to which reference is specifically made; and,

WHEREAS, there are no minor children born of this marriage; and,

WHEREAS, the parties own some real property located in Davidson County, Tennessee, but no other, and some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall have as her sole property the 1990 Plymouth Acclaim automobile, which is presently titled in the Husband's name, free and clear of any interest or claim of the Husband. The Wife agrees to indemnify and hold the Husband harmless from any liability for the encumbrance on this vehicle.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that the Husband shall own as his sole property the stereo equipment, entertainment center, oak dining room table and chairs, small refrigerator, small chest of drawers, his power and hand tools, and his personal items including clothes, toiletries, and jewelry. It is further agreed by and between the parties that all other items of personal property owned by the parties including particularly the Kirby vacuum and the rest of the household furniture, shall be and become the sole property of the Wife, free and clear of any interest or claim of the Husband.

c) Bank Accounts. It is agreed that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they have no joint bank accounts.

d) Pets. The Wife shall receive sole possession of the parties' four (4) dogs.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 6004 Baltic Drive, Hermitage, Davidson County, Tennessee, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from him and reinvested

in the Wife. The property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 140 on the Plan of Dodson Heights, of record in Book 2900, page 113, Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate description of said lot.
>
> Being the same property conveyed to John R. Bryant and wife, Judith K. Bryant, of record in Book 8751, page 235, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to any and all existing easements, restrictions and setback lines of record.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that the Husband has acquired an interest in a retirement/pension/profit sharing plan as a result of his employment. It is agreed by and between the parties that the Wife shall relinquish any claim or interest that she might have in the retirement/pension/profit sharing plan of the Husband. It is agreed by and between the parties that the interest of the Wife in the retirement/pension/profit sharing plan of the Husband shall be divested from her and reinvested in the Husband, so that he shall own his retirement/pension/profit sharing plans as his sole property, free and clear of any interest or claim of the Wife.

VI. MARITAL DEBTS.

It is agreed by and between the parties that the Wife shall be solely responsible for the following debts: 1) the mortgage on the marital residence, to NationsBank, in the amount of $509.00 per month; and 2) the loan to Willtruco Credit Union for the vehicle she will receive, in the amount of $96.00 per month. It is agreed by and between the parties that the Wife shall indemnify and hold the Husband harmless therefrom.

It is further agreed by and between the parties that the Husband shall be solely responsible for the following debts: 1)

payments to American General for the Wife's furniture, in the amount of $101.00 per month;' and 2) the Kirby vacuum payments. It is agreed by and between the parties that the Husband shall indemnify and hold the Wife harmless therefrom. It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VII. REHABILITATIVE ALIMONY.

The Husband agrees to pay to the Wife as rehabilitative alimony the sum of $250.00 per month for a period of sixty (60) months, commencing upon entry of the Final Decree of Divorce.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. HEALTH INSURANCE.

The Husband agrees to pay the premium for the Wife's health insurance, through the COBRA provisions of his current health insurance, or by private policy if necessary, for a period of twelve (12) months, commencing upon entry of a Final Decree of Divorce.

X. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed to the Wife.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support 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 hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees

incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

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 that it is being entered into voluntarily.

XIX. SEVERABILITY.

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

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXI. ACCEPTANCE BY THE PARTIES. With respect to each party's responsibility for the 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 nondischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the

property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. TAX EXEMPT STATUS. This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

XXIII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counselling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

WITNESS OUR HANDS, this 1 day of June, 1993 as to the Wife, and this 1 day of June, 1993 as to the Husband.

JUDITH KAYE BRYANT

JOHN RONALD BRYANT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, John Bryant, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 1 day of June, 1993.

My Commission expires: My Commission Expires MAY 28, 1995

NOTARY PUBLIC Connie Anderson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Judith Bryant, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 1 day of June, 1993.

My Commission expires: My Commission Expires MAY 28, 1995

NOTARY PUBLIC Connie Anderson

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause should be and are hereby taxed to the Wife, for which let execution issue if necessary.

ENTER this _____ day of _____, 1993.

JUDGE

APPROVED FOR ENTRY:

MARY ARLINE EVANS, #12067
Attorney for Wife
214 Third Avenue North
Nashville, TN 37201
(615) 244-2070

mail

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded by United States Mail, postage prepaid, addressed to John R. Bryant, 6004 Baltic Drive, Hermitage, TN 37076, on this the 8th day of June, 1993.

MARY ARLINE EVANS

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* 8th *day of* June, *19* 93, *in Case Number* 93D-462 *between* Judith Kaye Bryant *Plaintiff, and* John Ronald Bryant *Defendant, as same remains of record in Book* 148C, *Page* 2246 *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* 15th *day of* June *in the year one thousand nine hundred and* Ninety-three *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117