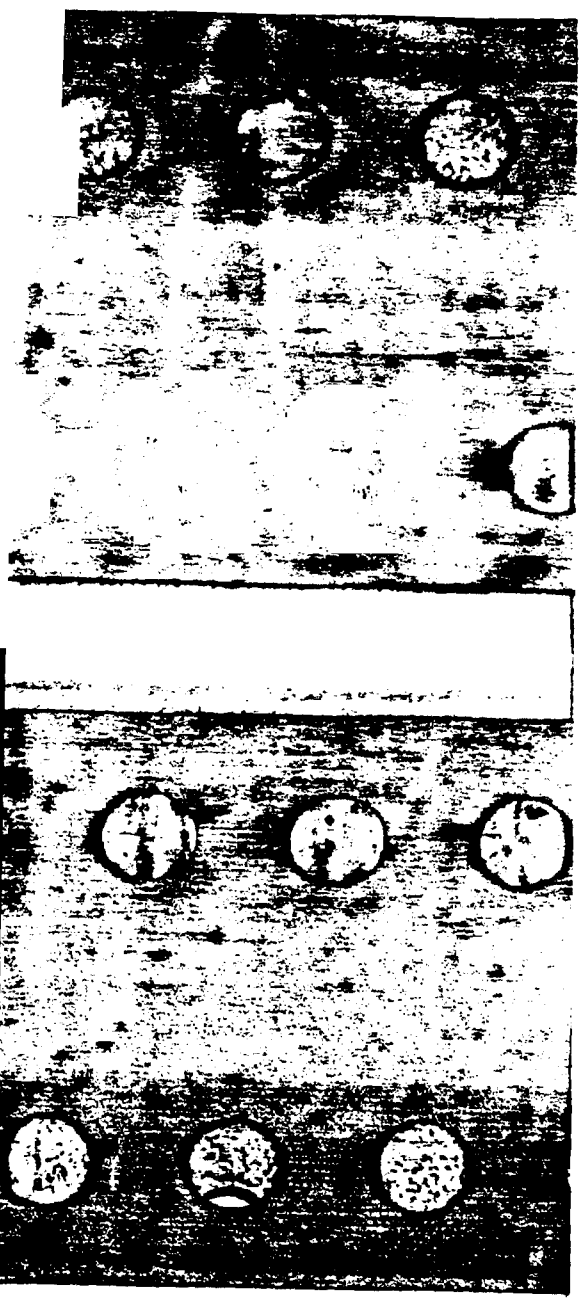


OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

Book 8994 Page 189A

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

MAMT	7573.20
MOR TX	6.41
PRFEE	1.00
TDEED	8.00
TOTAL	15.41
CHECK	15.41

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 06/25/93 01 15:51 0001 2298

34641
IDENTIF. ↑ REFERENCE

93 JUN 25 PM 3:51
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 667507

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1993 JUN 22 PM 12:09
RICHARD R. ROOKER, CLERK
D.C.

CYNTHIA ANN MULLEN,

Plaintiff,

vs.

EDWIN DINGWALL MULLEN,

Defendant.

No. 93D-981

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between CYNTHIA ANN MULLEN, hereinafter referred to as "Wife," and EDWIN DINGWALL MULLEN, hereinafter referred to as "Husband," subject to the following terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties were married on July 2, 1989 in Davidson County, Tennessee, and have no minor children; and

WHEREAS, certain differences have arisen between the parties and in consequence thereof, they no longer desire to continue the marital relationship; and

WHEREAS, it is the desire of the parties that this document be used for the purpose of obtaining a divorce on the grounds of irreconcilable differences; and

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

1. **Divorce**. It is hereby agreed by the parties that this Court shall grant a divorce to Wife on the grounds of irreconcilable differences and both parties shall be restored to all the rights and privileges of an unmarried person.

2. **Real Property**. The parties own real property located at 2808 West Linden Avenue, Nashville, Tennessee which is more particularly described as follows:

> Land in Davidson County, Tennessee being southerly 150 feet of Lot No. 65 on the plan of Bransford Realty Company's Subdivision of Westmoreland Place, which is of record in Book 421 at Page 16 in the Register's Office for Davidson County, Tennessee.

Said part of Lot 65 fronts 70 feet on the northerly margin of West Linden Avenue, formerly Sunset Avenue, and extends back between parallel lines 150 feet to a dead line.

Being the same property conveyed to Edwin D. Mullen and wife, Cynthia A. Green Mullen, from Lorene L. Allen and Husband, Harold D. Allen, of record in Book 7885 at Page 180 in the Register's Office for Davidson County, Tennessee.

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

This is improved property known as 2808 West Linden Avenue, Nashville, Tennessee 37212.

The parties will remain tenants in common of this property after the day the divorce is granted. The Wife will be permitted to reside in the residence without interference from Husband until the property is sold. Unless the parties otherwise agree, the property will be sold no later than the Spring of 1999. The parties may agree to sell the property at any time or allow one party to this Agreement to buy out the other's interest.

Whenever the property is sold, the proceeds will be distributed in the following manner:

a. The parties will each be entitled to one half of the net proceeds of the sale of the property (net proceeds being defined as proceeds after the expenses of selling and preparing the property for sale are deducted) equal to or greater than $140,000.00.

b. If the property nets less than $140,000.00, the Husband will receive 55% of the proceeds and the Wife will receive 45% of the proceeds.

Until the property is sold, each party will be responsible for paying one half of the following expenses: monthly mortgage payments, annual insurance costs, property taxes and reasonable and necessary maintenance costs, including one half of any future increases in these liabilities. Each party will be entitled to one-half of the tax deduction for the mortgage interest payments, unless the parties agree in writing on a different ratio.

In the event that Husband dies before the house is sold, Husband understands and agrees that Wife shall have a claim against his estate for all of his obligations under this Agreement and agrees to instruct his executor in his Will to make all

payments pursuant to the terms of this Agreement. Any proceeds from the sale of the property to which Husband may be entitled would then be paid into his estate for distribution to his heirs or beneficiaries.

In the event Wife dies before the house is sold, the house will be sold by her executor and Husband and any proceeds to which Wife may be entitled will be paid into her estate for distribution to her heirs or beneficiaries.

At any time the property is sold or one party buys out the other's interest, the parties will mutually agree on a realtor or appraiser to set a fair and equitable price for the property. If the parties fail to agree on a mutually satisfactory appraiser or realtor, the parties will each choose one and those the two parties have chosen will choose an unbiased realtor or appraiser to set the price.

3. **Personal Property**. Each party will retain all right, title, equity and interest in his or her separate property which was brought into the marriage. The parties have divided all other personal property, including household furnishings, and each party shall retain all right, title and interest in the property presently in his or her possession.

4. **Automobiles**. All right, title, equity, and interest in the the Husband's vehicles shall be divested out of Wife and vested solely in the Husband. The Husband agrees to assume full responsibility for payment of any outstanding indebtedness on said vehicles and to indemnify and hold the Wife harmless for any payment thereon. All right, title, equity, and interest in the the Wife's vehicles shall be divested out of Husband and vested solely in the Wife. The Wife agrees to assume full responsibility for payment of any outstanding indebtedness on said vehicles and to indemnify and hold the Husband harmless for any payment thereon.

5. **Outstanding Indebtedness**. The parties agree that each party will be responsible for his or her own debts, and will indemnify and hold the other harmless thereon. Each party agrees

to be responsible for paying his or her separate debts and will indemnify and hold the other harmless thereon.

6. **Attorney Fees**. Each party will be responsible for paying his or her own attorney fees.

7. **Court Costs**. The costs of this action will be paid by the Wife.

8. **Federal Income Tax Return**. Husband and Wife agree that the parties will file separate Federal Income Tax Returns for this and all other years.

9. **Alimony**. The parties waive all claims for alimony.

10. **Future Acquired Property**. It is understood and agreed between the parties that each of said parties may, from and after the date of this Agreement, and at all times thereafter, purchase, acquire, hold, own, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring it.

11. **Marital Rights**. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement of the property rights of the respective parties. Each party hereby waives and relinquishes to the other all other rights or claims, not herein mentioned, which each may have against the other including, but not limited to, statutory allowances, homestead rights, rights to take action against the will of the other, inheritance, insurance, descent or distribution, dower, curtesy, or any other inheritance or marital right the parties may have acquired by virtue of their marriage. This Agreement shall be binding and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

12. **Full Disclosure**. The parties respectively acknowledge that each fully understands the facts underlying this agreement, that each has been fully informed as to his or her legal rights and obligations by an attorney of his or her own choosing, and

that each party has fully disclosed to the other his or her complete financial worth. Both parties acknowledge that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, that they have read this agreement, find it fair and equitable, and that each of them is signing this agreement freely and voluntarily.

13. **Full Cooperation**. Each party shall, from time to time, and at any time hereafter, take any and all steps and execute, acknowledge, deliver to the other party (or his or her appointed representative) any and all future instruments, documents and assurances that the party may reasonably require for the purpose of giving full force and effect to the provisions of this agreement. The parties shall live apart and neither shall attempt to impose upon the privacy of the other, or make claim for support upon the other, except as provided herein.

14. **Entire Agreement**. This agreement constitutes the entire understanding of the parties. This agreement shall represent a permanent division and final settlement of the property rights of the parties and shall be a full discharge of all obligations of either party to support the other.

15. **Incorporation**. The parties desire that this agreement be incorporated as part of any final decree of divorce that may hereafter be entered in any Circuit or Probate Court for Davidson County, Tennessee, or in any other court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the court for its ratification and approval. All the terms and conditions of this agreement are contingent and shall only become effective upon the granting of the divorce and the approval of this entire agreement by the court.

16. **Indemnification**. It is understood and agreed between the parties that from the date of execution of this agreement, neither party will contract any indebtedness upon the credit of the other, and if either shall become compelled to pay any future debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent

of the amount paid inclusive of interest and legal expenses, if any.

17. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

18. **Enforcement**. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, in addition to any other relief to which the enforcing party may be adjudged and entitled, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting this action.

19. **Jurisdiction and Venue.** Both parties hereby agree that by signing this Agreement they waive notice of filing of divorce complaint, service of process, waive any questions or rights regarding venue, and submit themselves to the jurisdiction of any Circuit or Probate Court for Davidson County, Tennessee.

20. **Prior Tax Liabilities.** If in connection with any 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 parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one party, or out of a joint income or deduction with knowledge of both parties. The parties each represent and warrant to the other that all Federal Income Tax Returns during the marriage are true, correct and complete and fully and accurately reflect income and deductions for that year.

21. **Representation of Attorneys Terminated.** Both parties understand and agree that after the entry of the Final Decree of Divorce, their respective attorneys shall be relieved by the Court of all obligations of representation in this matter including future service of process or any other matter regarding this case.

IN WITNESS WHEREOF, the parties have read this instrument in its entirety, know its contents, and have signed and executed this instrument on the 14th day of May, 1993, as to the Wife and on the 14th day of May, 1993, as to the Husband.

Cynthia Ann Mullen
CYNTHIA ANN MULLEN

Edwin Dingwall Mullen
EDWIN DINGWALL MULLEN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named CYNTHIA ANN MULLEN, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein. Witness my hand and official seal this 14th day of May, 1993.

P W Carroll
NOTARY PUBLIC

My Commission Expires: _____

2299 06/25 0101 03CHECK 40.00

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named EDWIN DINGWALL MULLEN, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein. Witness my hand and official seal this 14th day of May, 1993.

P W Carroll
NOTARY PUBLIC

My Commission Expires: _____

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 _FOURTH Circuit Court for Davidson County, Tennessee, on the _28 day of _MAY , 19 _93 , in the Case Number _93D981 between _MULLEN, CYNTHIA ANN Plaintiff, and _MULLEN, EDWIN DINGWALL Defendant, as same remains of record in Book , Page _ 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 _25 day of _JUNE in the year one thousand nine hundred and _ninety-three and in the _217th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

MAIL ENV.

93 JUN 25 PM 3:52

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

34642

IDENTIF. & REFERENCE

It is ORDERED, ADJUDGED AND DECREED that all the provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

It is further ORDERED that after the entry of this Final Decree of Divorce, the respective attorneys of the parties shall be relieved of all obligations of representation in this matter including future service of process or any other matter regarding this case.

It is futher ORDERED that the Wife's maiden name of Turner is restored to her.

The final costs of this cause will be assessed agaist the Wife, for which execution may issue if necessary.

Enter this 16th day of June, ~~1993~~.

Judge Muriel Robinson Rice

APPROVED FOR ENTRY:

CHARLA S. HAAS, #10459
Attorney for Wife
2801 West End Avenue, Second Floor
Nashville, TN 37203
Phone: (615) 327-4700

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order to Set has been mailed to Mr. Edwin Dingwall Mullen, 2808 West Linden Avenue, Nashville, TN 37212,. on this the 16th day of June, 1993. and to 500 Brooks 590 Terrace, Hermitage, Tennessee.

Charla S. Haas