150A/752

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK

EDDIE MAXWELL,

Plaintiff/Counterdefendant

VS.

RHODA BRISTOW MAXWELL,

Defendant/Counterplaintiff.

NO. 93D-1395

D.C.

BOOK 9080 PAGE 801

FINAL DECREE OF DIVORCE

This cause was granted on the 8th day of September, 1993, by Honorable Marietta Shipley, Judge, upon the Countercomplaint for Divorce of Defendant/Counterplaintiff, Rhoda Bristow Maxwell (hereafter "Wife"), heretofore filed against Plaintiff/Counterdefendant, Eddie Maxwell (hereafter "Husband"), the Husband having withdrawn his original Complaint for Divorce, thereby allowing Wife to proceed with her Countercomplaint; and, it appearing to the Court from said Countercomplaint, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage, thereby entitling Wife to an Absolute Divorce from Husband on said ground; and, it further appearing that Husband and Wife have executed a written, notarized Marital Dissolution Agreement, which Agreement the Court affirmatively finds does adequately and sufficiently provide for an equitable settlement of all property rights between the parties, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce;

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that Wife, Rhoda Bristow Maxwell, should be and hereby is awarded an absolute divorce from Husband, Eddie Maxwell, on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the written, notarized Marital Dissolution Agreement dated September 7, 1993, should be, and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

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RICHARD R. ROOKER, CLERK

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into on the dates set forth beside their signatures below, by and between RHODA BRISTOW MAXWELL, hereinafter referred to as "Wife", and EDDIE MAXWELL, hereinafter referred to as "Husband":

W I T N E S S E T H

WHEREAS, there is now pending a Countercomplaint for Divorce in the Second Circuit Court for Davidson County, Tennessee, bearing Docket No. 93D-1395, wherein Wife is seeking an absolute divorce from Husband on the grounds of irreconcilable differences; and there being such irreconcilable differences between the parties that they can no longer live together as husband and wife, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights, marital debts, and maintenance;

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the ground of irreconcilable differences; and

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. (A) Husband and Wife presently own real property located at 2806 Dunmore Drive, Nashville, Davidson County, Tennessee, 37214, being more specifically described hereinafter below:

> Being Lot No. 26 on the Plan onf Twin Lawn Subdivision as of record in Book 2331, Page 9, Register's Office for said County.
>
> Said Lot No. 26 fronts 77 feet on the northerly side of Dunmore Drive and extends back between lines, 130 feet on the westerly line and 145.8 feet on the easterly line, to a dead line in the rear on which it measures 84.4 feet.
>
> Being the same property conveyed to Eddie Maxwell and wife, Rhoda R. Maxwell, by Deed dated May 14, 1975, from Bertha Mae Manus, of record in Book 4914, Page 692, Register's Office for Davidson County, Tennessee.

(B) Wife shall have sole and exclusive use and possession of said real property, subject to the provisions contained hereinafter below. The parties acknowledge that there is presently due and owing upon said property two mortgages, the first being due and owing to Fleet Funding with an approximate balance of $17,306.05 (the monthly payments for which are $250.00), and the second being due and owing to Allied Credit Corp. of Tennessee the payoff balance of which is approximately $31,385.38 (the monthly payments for which are $497.72). Until such time as Wife shall refinance or cause to be paid off the foregoing indebtednesses, the parties shall hold said property as tenants in common with right of survivorship. At such time as Wife shall either refinance or cause said indebtednesses to be paid off; then, Wife shall be and is vested with sole right, title, and interest in and to the heretofore described real property, and Husband shall be and is divested of any right, title, or interest in and to said property. Husband expressly agrees that, upon notification by Wife that she has obtained loan approval for a new loan to refinance said indebtednesses, he shall sign any and all documents that are a necessary prerequisite to the closing of said loan or loans.

(C) Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for the monthly mortgage payments due and owing upon said property as well as all property taxes, utilities, and insurance attributable to said property.

(D) Wife expressly agrees that she shall either refinance or pay off the foregoing mortgages described in (B) above within six (6) months following the entry of the Final Decree in order to remove Husband's name as a primary debtor from the existing mortgages. Provided that Wife shall accomplish her obligation to refinance or pay off said indebtednesses; then, the obligations set forth in (E) below shall be of no further force or effect. In the event that she is unable to satisfy her obligations as set forth in this Subparagraph; then, the terms and conditions set forth in (E) below shall prevail.

(E) Wife agrees that for so long as Husband's name shall appear as a primary or contingent debtor upon either of the foregoing indebtednesses; he shall be entitled to receive from Fleet Funding or Allied Credit Corp., respectively, any notices reflecting that said indebtednesses are not current; and, in the event that Wife shall allow either of said indebtednesses to become more than sixty (60) days past due, Husband shall and does retain the right to bring said indebtednesses current, cure any default, and to retake sole possession of said property at which time, Wife shall be divested or any right, title, or interest in and to said real property, and Husband shall be vested with sole

Husband shall, if necessary, sign any and all documents necessary to effectuate the transfer of the title to said vehicle to Wife. It is Wife's express intention, and she agrees, to either pay off or refinance the foregoing indebtedness within six (6) months following the entry of a Final Decree.

(B) Wife agrees that for so long as Husband's name shall appear as a primary or contingent debtor upon the foregoing indebtedness; he shall be entitled to receive from Liberty National Bank any notices reflecting that said indebtedness is not current; and, in the event that Wife shall allow said indebtedness to become more than sixty (60) days past due, Husband shall and does retain the right to bring said indebtedness current, cure any default, and to retake sole possession of said vehicle at which time, Wife shall be divested or any right, title, or interest in and to said vehicle, and Husband shall be vested with sole right, title, and interest in and to said vehicle.

6. Each party shall be and is solely responsible for maintaining his or her own medical or hospitalization insurance and each party shall be solely responsible for and shall hold harmless and indemnify the other party for any and all medical, dental, hospitalization or other health care expenses incurred by said party.

7. Wife shall be and is vested with sole right, title and interest in and to all of the personal property, furniture and appliances located at 2806 Dunmore Drive, Nashville, Davidson County, Tennessee, 37214, except as otherwise set forth below, and Husband shall be and is divested of any right, title or interest in or to said property except as hereinafter set forth below. Husband shall be and is vested with sole right, title and interest and Wife shall be and is divested of any right, title or interest in and to the all of the personal property furniture, tools, and appliances now in his possession or located at 1909-C Old Murfreesboro Road, Nashville, Tennessee, 37217. Husband shall be and is awarded and shall be permitted to remove from Wife's residence the following items: the filing cabinet, desk, old antique iron (which Husband will give to his sister, Charlene Adkins), his father's family Bible, and the hoist.

8. Wife shall be and is vested with sole right, title and interest in and to any employee stock purchase plan, retirement benefits, or pension and profit sharing provided for through her previous employer, Lee Apparel Company, and any that may now be accruing through her present employer, Metro Government of

right, title, and interest in and to said property. The parties expressly agree that until such time as Husband's name shall have been removed from both mortgages by Wife having paid off or refinanced same; the parties shall each receive as a credit or deduction for Federal Income Tax purposes, one-half of any mortgage interest or property taxes attributable thereto.

2. Husband shall pay directly to Wife for her support and maintenance the sum of $850.00 per month for a period of three (3) months as rehabilitative alimony, commencing in September, 1993, with said payments to be made payable to Wife in installments with one-half (1/2) to be paid on or before the 13th day of September and one-half (1/2) to be paid on or before the 27th day of September and continuing on the 13th and 27th day of each month thereafter until December 1, 1993, at which time said monthly payments shall be reduced to $500.00 per month, with said payments to continue on the first day of each month thereafter as in solido alimony payments, for a period of sixty (60) months thereafter, or until such time as Wife shall become deceased or remarried, whichever event shall first occur.

3. Husband shall be and is solely responsible for all indebtednesses which appear primarily in his name and shall hold harmless and indemnify Wife for same (except as otherwise provided for in this Agreement), and Wife shall be and is solely responsible for all indebtednesses which appear primarily in her name and shall hold harmless and indemnify Husband for same (except as otherwise provided for in this Agreement). Husband shall be solely responsible for the indebtednesses due and owing to Sears, Conoco, Mastercard, Discover, and Citgo. Wife shall be solely responsible for the indebtedness due and owing to J.C. Penneys.

4. Wife shall be and is divested of any right, title or interest in and to the 1984 Dodge Ram Truck, and Husband shall be and is vested with sole right, title and interest in and to said vehicle, and he shall be solely responsible for and shall hold harmless and indemnify Wife for any and all indebtednesses, insurance and maintenance associated therewith. Wife shall, if necessary, sign any and all documents necessary to effectuate the transfer of the title to said vehicle to Husband.

5. (A) Husband shall be and is divested of any right, title or interest in and to the 1989 Lincoln Towncar, and Wife shall be and is vested with sole right, title and interest in and to said vehicle, and she shall be solely responsible for and shall hold harmless and indemnify Husband for any and all indebtednesses, insurance and maintenance associated therewith.

Husband shall, if necessary, sign any and all documents necessary to effectuate the transfer of the title to said vehicle to Wife. It is Wife's express intention, and she agrees, to either pay off or refinance the foregoing indebtedness within six (6) months following the entry of a Final Decree.

(B) Wife agrees that for so long as Husband's name shall appear as a primary or contingent debtor upon the foregoing indebtedness; he shall be entitled to receive from Liberty National Bank any notices reflecting that said indebtedness is not current; and, in the event that Wife shall allow said indebtedness to become more than sixty (60) days past due, Husband shall and does retain the right to bring said indebtedness current, cure any default, and to retake sole possession of said vehicle at which time, Wife shall be divested or any right, title, or interest in and to said vehicle, and Husband shall be vested with sole right, title, and interest in and to said vehicle.

6. Each party shall be and is solely responsible for maintaining his or her own medical or hospitalization insurance and each party shall be solely responsible for and shall hold harmless and indemnify the other party for any and all medical, dental, hospitalization or other health care expenses incurred by said party.

7. Wife shall be and is vested with sole right, title and interest in and to all of the personal property, furniture and appliances located at 2806 Dunmore Drive, Nashville, Davidson County, Tennessee, 37214, except as otherwise set forth below, and Husband shall be and is divested of any right, title or interest in or to said property except as hereinafter set forth below. Husband shall be and is vested with sole right, title and interest and Wife shall be and is divested of any right, title or interest in and to the all of the personal property furniture, tools, and appliances now in his possession or located at 1909-C Old Murfreesboro Road, Nashville, Tennessee, 37217. Husband shall be and is awarded and shall be permitted to remove from Wife's residence the following items: the filing cabinet, desk, old antique iron (which Husband will give to his sister, Charlene Adkins), his father's family Bible, and the hoist.

8. Wife shall be and is vested with sole right, title and interest in and to any employee stock purchase plan, retirement benefits, or pension and profit sharing provided for through her previous employer, Lee Apparel Company, and any that may now be accruing through her present employer, Metro Government of

Nashville/Davidson County, and Husband shall be and is divested of any right, title or interest in and to said retirement funds described above.

9. Husband shall be and is vested with sole right, title and interest in and to any employee stock purchase plan, retirement benefits, or pension and profit sharing provided for through his employer, American Airlines, or any IRA's or 401-K Plans which may be titled in his name, and Wife shall be and is divested of any right, title or interest in and to said retirement funds described above.

10. Husband shall be and is divested of any right, title, or interest, and Wife shall be and is vested with sole right, title, and interest in and to all of the shares of stock presently held by the parties in Cracker Barrel Old Country Store, Inc.

11. Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

12. The parties acknowledge that Attorney David R. Kennedy has represented Wife, and Husband has been represented by Attorney C. Edward Fowlkes, in the negotiations surrounding the preparation of this instrument; and that both parties understand and agree with the contents of said Agreement. The parties acknowledge that the aforementioned attorneys claim no expertise or special knowledge regarding the tax ramifications surrounding this Agreement and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding the ramifications and effect of signing this Agreement, and that neither of the parties relies upon the aforesaid attorneys as to the tax implications surrounding said instrument.

13. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Code, this obligation being part of the 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.

14. Each party shall pay their own attorney's fees and the parties shall each be responsible for one-half (1/2) of the Court costs incurred in this cause, for all of which let execution issue, if necessary.

15. This Agreement shall be submitted to the Court and, if approved, shall be incorporated into any Final Decree of Divorce granted to the Wife on the ground of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

16. Both parties agree that each of them shall sign any and all documents, deeds, or bills of sale, as shall be necessary to effectuate the intent of this Agreement.

17. By their signatures hereinafter below, both parties herewith acknowledge that Davidson County is the proper jurisdiction and venue of this action and each of them waive statutory or personal service of process.

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated directly beneath their respective names.

Rhoda Bristow Maxwell
RHODA BRISTOW MAXWELL
"Wife"

DATE: Sept. 7, 1993

Eddie Maxwell
EDDIE MAXWELL
"Husband"

DATE: Sept 7, 1993

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Rhoda Bristow Maxwell, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 7th day of September, 1993.

Julia O. Stubbs
NOTARY PUBLIC

My Commission Expires: 1/22/95

* * * * *

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Eddie Maxwell, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 7th day of September, 1993.

Julia O. Stubbs
NOTARY PUBLIC

My Commission Expires: 1/22/95

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband and Wife shall each be responsible for one-half (1/2) of the Court costs associated with this cause, for which let execution issue, if necessary.

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ENTERED this the _____ day of September, 1993.

JUDGE

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APPROVED FOR ENTRY:

DAVID R. KENNEDY (BPR #8642)
Attorney for Wife
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
PH: (615) 883-4998

C. Edward Fowlkes with permission
C. EDWARD FOWLKES (BPR #5988) By David R. Kennedy
Attorney for Husband
One Church Street, Suite 300
Nashville, TN 37201
PH: (615) 242-3416

PICK-UP

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DAVIDSON COUNTY, TN. REGISTER

63040

IDENTIFICATION REFERENCE

STATE OF TENNESSEE

I, RICHARD R. ROOKER GEORGINE 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* Eighth *day of* September, *19* 93, *in Case Number* 93D-1395 *between* Eddie Maxwell *Plaintiff, and* Rhoda Bristow Maxwell *Defendant, as same remains of record in Book* 150A, *Page* 752 *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* September *in the year one thousand nine hundred and* Ninety-Three *and in the* 218th *year of American Independence.*

RICHARD R. ROOKER
GEORGINE ROOKER, *Clerk,*

By _____ *D.C.*