IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD [illegible] CLERK

D.C.

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| SALLIE STRINGFELLOW BISSELL | ) | |
| PLAINTIFF, | ) | |
| VS. | ) | Docket No. 93-D-2072 |
| CHARLES WILLIAM BISSELL | ) | |
| DEFENDANT. | ) | |

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**FINAL DECREE**

THIS CAUSE came on to be heard on the 24th day of September, 1993, before the Honorable Muriel Robinson Rice, Judge, upon the original Complaint for Divorce filed by Mrs. Bissell; upon testimony of Mrs. Bissell in open court and upon submission to the Court of a written and signed Marital Dissolution Agreement and statements of counsel in open court and from the entire record in this cause, from all of which the Court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. § 36-4-101(11). It is, therefore,

ORDERED, DECREED AND ADJUDGED by the Court that the bonds of matrimony, heretofore subsisting between the parties be, and the same are hereby forever and perpetually dissolved and the Complainant, Sallie Stringfellow Bissell, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, DECREED AND ADJUDGED by the Court, and the Court affirmatively finds that the Marital Dissolution Agreement, heretofore signed by the parties, does make adequate provision for the support and maintenance of the parties' minor children and for an equitable division of the marital properties, and the Court approves said Agreement and incorporates the same herein verbatim as follows:

MARITAL DISSOLUTION AGREEMENT

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WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee a Complaint for Divorce filed by Sallie Stringfellow Bissell, hereinafter referred to as "Wife" against Charles William Bissell, hereinafter referred to as "Husband", under Docket No. 93D-2072, and;

WHEREAS these parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement and to tender same to the Court for approval, in the event a decree of divorce is granted in this cause, and;

WHEREAS both of these parties have been advised of their respective rights and responsibilities one to the other.

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

(1) CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: 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. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with the divorce, and is not a sale or exchange or other disposition, but represents a division of marital estate properties by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) CUSTODY AND VISITATION: The parties are the parents of three children, Margaret McLean Bissell, age nineteen (19), Catherine Elizabeth Bissell, fifteen (15) and Charles Carter Bissell, age fourteen (14). The parties acknowledge that both of them have been good parents to their children.

JOINT CUSTODY AGREEMENT. The parties hereto agree that they shall retain joint custody of their minor children, each acknowledging his and her desire to protect the children from any adversities arising out of the parties' divorce. The parties minor daughter, Catherine Elizabeth, will reside primarily with Wife, subject to the conditions set forth hereinbelow. The parties' minor son, Charles Carter, shall reside primarily with Husband, subject to the conditions set forth hereinbelow. The parties shall be entitled to have the child not primarily residing with them visit him/her at any reasonable time on giving notice to the party with whom the child primarily resides. If for any reason, the parties should be unable to agree on visitation privileges, the following minimum visitation schedule shall apply:

REGULAR VISITATION:

a. Non-custodial parent has visitation every other weekend from 6:00 p.m., Friday night, until 6:00 p.m., Sunday night. Wife's visitation with the parties' minor son will begin the first weekend following the date of entry of the decree and continue thereafter on alternating weekends. Husband's visitation with the parties' minor daughter will commence the next weekend and continue thereafter on alternating weekends.

b. Non-custodial parent has two weeks summer visitation. The non-custodial parent will notify the custodial parent by May 1st of each year and will state which two weeks he or she will be exercising.

HOLIDAY VISITATION:

a. In even years (1994, 1996, 1998) Father will have both minor children for Christmas visitation, beginning the day the children get out of school until 3:00 p.m. on Christmas Day; Memorial Day; Fourth of July and Halloween.

b. In even years (1994, 1996, 1998) Mother will have both minor children from Christmas Day from 3:00 p.m. until the time the children return to school; Easter; Labor Day; and Thanksgiving.

c. In odd years (1993, 1995, 1997) the Father will have both minor children from Christmas Day 3:00 p.m. until the time the children return to school; Easter; Labor Day; and Thanksgiving. The Mother will have both minor children for Christmas beginning the time the children get out of school until Christmas Day at 3:00 p.m.; Memorial Day; Fourth of July; and Halloween;

d. The Father will have visitation on Father's Day and his birthday.

e. The Mother will have visitation on Mother's Day and her birthday.

f. The Father will have visitation with the oldest minor child and the Mother will have visitation with the youngest minor child on each child's birthday.

g. If holiday visitation falls on a school night, then said visitation will begin at 6:00 p.m. and will end at 8:00 p.m. of that evening. All other holiday visitation which falls on a nonschool night will begin at 6:00 p.m. the day before the holiday and will end at 8:00 p.m. on the day of the holiday.

The parties intend to counsel with each other in determining the education and health needs of the children; however, in the event a mutual agreement cannot be reached concerning these needs, the parties agree that the party with whom the child resides shall

have the right to make the final decision with regard to the health and education needs of that child.

The parties expressly agree that neither of them will remove the children from the jurisdiction of the Court for more than (14) consecutive days without the written consent of the other party or without an Order of this Court.

The parties further agree that if either party moves from the jurisdiction of this Court, the party remaining in the jurisdiction shall have sole custody of said minor children and this agreement for joint custody shall cease until such time as the moving party returns to the jurisdiction of this Court, as which time joint custody shall automatically resume.

The parties' agreement for joint custody is based on the acknowledgement that each desires to do what is in the best interest of the children. Therefore, both parties agree to act in good faith toward one another in the making of decisions on behalf of the children and to always consider the best interest of the children first without regard to the interest of each other.

(6) CHILD SUPPORT: Husband's gross monthly income is $4,000.00 and his net monthly income is $2,900.00. Wife's gross monthly income is $2000.00 and her net monthly income is $1590.00. Husband agrees to pay directly to Wife the sum of Six Hundred Two Dollars ($602.00) per month for the support of the minor child residing with Wife. Provided however, he shall receive a monthly credit in the amount of $332.00 for the amount of child support Wife is to contribute for the support of the minor child residing with Husband, thereby resulting in a net monthly payment by Husband to Wife of the sum of $270.00 per month. These payments shall commence on the first day of the first month following the date of entry of decree. Subsequent payments shall be made on the first

day of each and every month thereafter until such child attains age eighteen (18). In the event that such child is still enrolled in high school at the time she attains age eighteen (18), child support shall continue until she graduates, or until the class of which he is a member graduates whichever shall occur first. Upon the termination of Husband's child support obligations to the parties' minor daughter, Catherine Elizabeth, Wife agrees to pay directly to Husband the sum of Three Hundred Thirty-Two Dollars ($332.00) per month for the support of the minor child residing with Husband. These payments shall commence on the first day of the first month following the termination of Husband's obligation of support to the minor child residing with Wife. Subsequent payments shall be made on the first day of each and every month thereafter until such child attains age eighteen (18). In the event that such child is still enrolled in high school at the time he attains age eighteen (18), child support shall continue until he graduates, or until the class of which he is a member graduates whichever shall occur first. The child support set out in this paragraph is in compliance with the Federally Mandated Child Support Guidelines. It is further agreed that no action by the parties will be effective to reduce child support after the due date of each payment and the parties acknowledge the understanding that they must seek Court approval before child support can be reduced.

It is further agreed between the parties that they will each pay one-half (1/2) of the tuition, fees and books for the education of their minor children through the 12th grade. The parties further agree that they will each pay one-half (1/2) of the tuition, fees and books, room and board for their daughter Margaret McLean, who is currently enrolled as a student at Appalachian State and the tuition, fees and books, room and board for each of their minor children in connection with a four-year college or vocational education. The parties obligation in those regards shall not extend beyond four academic years, commencing immediately upon each

child's graduation from high school and shall be limited to then-prevailing costs for each child to attend the University of Tennessee-Knoxville as an in-state student. The college or vocational institution to be attended by each child shall be selected by mutual agreement of the parties in consultation with each child. Neither party shall unreasonably withhold their consent.

(7) MEDICAL INSURANCE: The Husband will continue to maintain hospitalization and/or major medical insurance for the benefit of the parties' children and the parties will equally divide all medical expenses incurred including speech, hearing, dental, pharmaceutical and eye care not covered by insurance until said child reaches the age of eighteen (18) years.

(8) LIFE INSURANCE: The parties agree to each to maintain a life insurance policy on his or her own life in the amount of $100,000.00 on which the other Party is named as trustee for the benefit of the parties' minor children and pursuant to which such monies are to be used for the support, maintenance and education of such minor children. Each party agrees to keep such policy in effect until the parties' youngest child attains the age of eighteen (18) years. Upon written request of said trustee or trustee's agent, insured shall furnish, without charge, proof of compliance with this paragraph within thirty (30) days from the date of such request. In addition, said trustee or trustee's agent is hereby authorized to obtain said documentation of compliance with this paragraph directly from employer or any insurance carrier insuring insured. Should insured fail to make payments on said life insurance, trustee has the option to continue making payments on said life insurance and to assess the cost of said premiums against insured.

(9) MARITAL RESIDENCE: The parties own their home at 1006 Tower Place, Nashville, Davidson County, Tennessee (the "Property")

as joint tenants by the entirety. The parties agree that all right, title and interest, which Wife has, in and to, the aforementioned residence shall be divested from her and shall be vested in Husband in fee simple. Wife shall execute a quitclaim deed to the property on or before the date of entry of decree conveying to Husband all of her right, title and interest in said Property. Wife shall retain a lien against such property in the Quitclaim Deed executed by Wife as security for the Husband's obligations set forth in sub-paragraphs (a) and (b). Husband shall be responsible for the payment of all amounts due on account of ownership of said property including, but not limited to, mortgage payments, repairs, utilities, taxes and insurance beginning as of date of entry of the Final Order in this matter and Husband shall thereafter hold Wife harmless and indemnify her for the same.

(a) In the event the Property is no longer used by Husband and/or any of the parties' children as his or their primary residence, or in the event Husband remarries, the Property will either be sold or Husband has the option to pay to Wife the amount of her interest in the property as hereinafter set forth in subparagraph (b). In such event that the property is sold, or in the event Husband sells the Property for any other reason, Wife will receive a sum equal to (1/3) of the equity remaining after deducting from the sales price the sum of Twenty Nine Thousand Dollars ($29,000.00) (representing the outstanding mortgage balances as of the date of the separation of the parties), all customary costs of sale, real estate commissions, closing costs and other customary expenses of selling and conveying the realty.

(b) Husband shall have the option at any time to pay to Wife a sum equal to 1/3 of the equity in the home computed as follows: Husband shall have the home appraised by a licensed real estate appraiser at his sole cost and expense. In the event Wife disagrees with the resulting appraisal, Wife, at her sole cost and expense, shall have a licensed real estate appraiser appraise the

home and if the appraised amount differs from the first appraisal, the two appraised amounts will be averaged to determine the appraised value. The sum of $29,000.00 (representing the outstanding mortgage balances as of the date of the separation of the parties) will be deducted from the appraised value and Wife will receive one-third 1/3 of the resulting amount.

(10) PERSONAL PROPERTY: The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects located in the parties' residence shall be Husband's sole and separate property with the exception of the following items:

1. Piano
2. Large wicker rocking chair
3. Secretary
4. Chest of drawers
5. Antique four poster walnut bed
6. Antique brass bed
7. Assorted books, paintings, and record albums
8. All items brought from Wife's mother's estate and stored in the basement.

(11) BANK ACCOUNTS: The parties have separated their bank accounts and each shall retain ownership of their respective bank accounts, both checking and savings, IRA, cash management, or any other account with a financial banking or lending institution.

(12) AUTOMOBILES: As of the date of the execution of this Agreement, the parties own one automobile in joint names: a 1984 Toyota. Such automobile does not have a lien against it. The parties agree to transfer and convey to their daughter McLean all of their right, title and interest in and to the 1984 Toyota. Husband shall retain the sole and exclusive ownership of the Volkenswagen Rabbit which does not have a lien against it. Wife shall retain the sole and exclusive ownership of the 1987 Toyota which does not have a lien against it. Wife agrees to transfer to Husband the 1984 Pontiac station wagon which does not have a lien against it and which is presently owned by Wife. Both parties agree to execute any and all instruments necessary to properly

effectuate transfer of title of the aforementioned vehicles as set forth herein.

(13) DEBTS:

(a) Credit Cards: Wife shall be responsible for the payment of the outstanding balance on all credit cards held in Wife's sole name. Husband shall be responsible for the payment of the outstanding balance on all credit cards held in Husband's sole name. The parties have six credit cards held in joint names, a MasterCard, Discover card, Dillard's card, Sears card, J.C. Penney's card and a Castner Knott card. Husband will be responsible for the payment of the outstanding balances on the credit cards held in joint names and the parties agree not to incur any additional liability on the above-mentioned joint accounts and to cooperate fully in terminating these accounts.

(b) Loan from Union Planters Bank: The parties owe approximately $29,000.00 to Union Planters Bank. The loan is secured by a mortgage on the parties' residence. Husband agrees to make the payments on said loan in accordance with the terms of the Note and Deed of Trust to indemnify and hold Wife harmless from any liability resulting from Husband's failure to make payments in accordance with the terms of the Note and Deed of Trust.

(c) Each party agrees that he or she shall be solely and separately responsible for paying all debts contracted for and incurred by him or her from and after the date of execution of this Agreement and further agrees to hold the other party harmless from any liability for such debts.

(d) In the event a creditor of either party seeks to compel the other party to pay any 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 other party the amount of any payment he or she makes and reasonable attorney's fees and expenses incurred in connection with defending the party.

(14) ALIMONY WAIVER: Both parties waive any claim for alimony, both past, present and future, unless otherwise specified in this agreement.

(15) TAXES: Husband will pay any taxes, penalties, or interest which may hereinafter be determined to be due as a result of income earned and/or received by him during any year for which the parties have filed, joint income tax returns. Wife will pay any taxes, penalties or interest which may hereinafter be determined to be due as a result of income earned and/or received by her during any year for which the parties have filed joint income tax returns. Further, each party agrees to hold the other harmless from any liability for such income taxes, penalties, and/or interest as may hereinafter be determined to be due. The parties shall be entitled to their pro-rata share of any refund of any such taxes so paid, and any interest thereon. The pro-rata share shall be determined on the basis of whatever ratio his or her taxable income bears to the joint taxable income of both Husband and Wife.

(16) ATTORNEY'S FEES: Each party shall be responsible for paying his or her own attorney's fees.

(17) COURT COSTS: The court costs shall be taxed to Wife.

(18) REPRESENTATION BY COUNSEL: Husband acknowledges that Attorney Paula K. Van Slyke of Corbett, Crockett & Van Slyke represents Wife, and not Husband. Husband understands that he has the right to be represented by his own attorney now or at any time during this divorce action. Husband is not relying on any

representations or advice of Paula K. Van Slyke in entering into this Agreement.

(19) ENFORCEMENT PROVISION: In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney's fees, expenses and Court costs in the enforcement of same.

(20) 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 non-dischargeable 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 Property Settlement Agreement.

(21) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(22) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(23) ESTATE WAIVER: It is understood and agreed 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 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 right to act as 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 of them may acquire in the future.

(24) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

(25) INCORPORATION INTO DECREE: The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

WITNESS our hands this 23 day of September, 1993, as to the Wife and the 22 day of September, 1993, as to the Husband.

Sallie Stringfellow Bissell, Wife

Charles William Bissell, Husband

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Paula V. Fleming, a Notary Public, Sallie Stringfellow Bissell, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23 day of September, 1993.

Paula V. Fleming
Notary Public

My Commission Expires: 11-27-93

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, BRENDA J. WATTS, a Notary Public, Charles William Bissell, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 22 day of September, 1993.

Brenda J. Watts
Notary Public

My Commission Expires: 5-24-97

IT IS FURTHER ORDERED, AND ADJUDGED by the Court that the child support payments cannot be reduced or prorated without the prior approval of this Court.

IT IS FURTHER ORDERED AND ADJUDGED by the Court that the child support, as set forth in the Marital Dissolution Agreement, does comply with the Federal guidelines as adopted by the Legislature for the State of Tennessee.

IT IS FURTHER ORDERED, DECREED AND ADJUDGED that the addresses of the parties are as follows:

Sallie Stringfellow Bissell: 947 Gale Lane
Nashville, Tennessee 37215

Charles William Bissell: 1006 Tower Place
Nashville, Tennessee 37204

IT IS FURTHER ORDERED, DECREED AND ADJUDGED that the cost of this cause are to be taxed against the Plaintiff, Sallie Stringfellow Bissell, for all of which execution may issue if necessary.

ENTERED this 28th day of September, 1993.

Muriel Robinson Rice

Muriel Robinson Rice, Judge

APPROVED FOR ENTRY:

Paula K. Van Slyke

Paula K. Van Slyke
Supreme Court No. 11750
CORBETT, CROCKETT & VAN SLYKE
Suite 1050 American Center
3100 West End Avenue
Nashville, TN 37203
(615) 383-0500

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.
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IDENTIF. & REFERENCE

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed via the United States Postal Service to Charles William Bissell, 1006 Tower Place, Nashville, Tennessee 37204 on this 24th day of September, 1993.

Paula K. Van Slyke

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STATE OF TENNESSEE

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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 _29 day of _SEPTEMBER , 19 _93 , in the Case Number _93D2072 between _BISSELL, SALLIE STRINGFELLOW Plaintiff, and _BISSELL, CHARLES WILLIAM Defendant, as same remains of record in Book 222A , Page _298 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 _08 day of _OCTOBER in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

**RICHARD R. ROOKER**, Clerk,

By _____
Deputy Clerk

SEAL

Mail

PAULA K. VAN SLYKE
*Attorney at Law*

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