IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RONALD B. FIELDER,	)	93 SEP -3 PM 4:37
COMPLAINANT,	)	RICHARD R. ROOKER, CLERK
v.	)	NO. 93D-1919 D.C.
LINDA MICHELE FIELDER,	)	
DEFENDANT.	)	

073-16-0.A
107

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 3rd day of September, 1993 before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the original Complaint of Divorce filed herein, Answer and Counter-Complaint, Marriage Dissolution Agreement submitted to the Court for approval, testimony of the Complainant in open court and statement of counsel from all of which the Court finds as follows:

That there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible.

That the Marriage Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.

That the Defendant, LINDA MICHELE FIELDER, should be restored to her maiden name, to wit: LINDA MICHELE MAYNORD.

It is therefore, ORDERED, ADJUDGED and DECREED, that the Complainant, RONALD B. FIELDER, is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored to all rights and privileges of unmarried persons.

It is further, ORDERED, ADJUDGED and DECREED, that the Marriage Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of the Court and is in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

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THOMAS H. DOKER, CLERK

D.C.

WHEREAS, Ronald B. Fielder ("Husband") has filed or will file an action for absolute divorce against Linda Michele Fielder ("Wife") in the Fourth Circuit Court for Davidson County, Tennessee, entitled Ronald B. Fielder v. Linda Michele Fielder, Docket Number 93D-1919; and

WHEREAS, Wife is aware that such divorce action has been or will be filed and hereby waives further service and agrees to waive or withdraw any responsive pleadings.

WHEREAS, these parties have experienced irreconcilable differences in their marriage, and desire to enter into a Marital Dissolution Agreement and tender it to the Court for approval should a divorce be granted in this cause;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. AGREEMENT ENTERED INTO VOLUNTARILY. The parties understand and agree that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not stated herein. Each party has full knowledge of the value of the other's estate. The provisions of this agreement and the legal effect of such provisions are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being executed voluntarily and with the opportunity to obtain the independent advice of counsel.

2. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth in this agreement. The law of the State of Tennessee will govern this agreement in all respects.

3. FULL SETTLEMENT OF PROPERTY RIGHTS. This agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to execute all necessary documents and to perform all other acts necessary to carry out the full intent and purpose of this

agreement. If approved by the Court, this agreement is a full and final settlement of the parties' property rights as between each other.

4. NONDISCHARGEABILITY. With respect to each party's responsibility under the terms of this agreement for the payment of certain debts and liabilities and the obligation of each to hold the other harmless from liability thereof, the parties agree that such obligations are nondischargeable debts under the Bankruptcy Code, such obligations being party of the final financial support settlement for both parties. These financial obligations are not a part of the property settlement. The division of the property is set forth elsewhere in this agreement.

5. FUTURE LEGAL PROCEEDINGS. If a creditor of either party makes a claim against the other party, and if that claim is upheld by a court of competent jurisdiction, and if the other party is required to pay a debt for which he is not responsible, either by contract or pursuant to the terms of this agreement, then the party against whom such claim is made will be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including a reasonable attorney fee. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this agreement, then he will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action.

6. MODIFICATION. A modification or waiver of any provision of this agreement will be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any provision of this agreement will not be construed as a waiver of any subsequent default of the same or similar nature.

7. RESTRAINING PROVISIONS. Each party agrees not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

8. PRIOR TAX LIABILITY. If in connection with any joint 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 the parties, or either of them, responsible for the deficiency. Each party represents and warrants to the other that all federal income tax returns filed during the marriage are in all respects true, correct, and complete, and that the returns fully and accurately reflect income and deductions for those years.

9. CREDIT. The parties agree that neither will charge or cause to be charged to the other any purchases made after this agreement is executed, and neither will hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party responsible will indemnify and hold the other harmless therefrom.

10. PENSION AND RETIREMENT BENEFITS. Each party waives any separate and distinct claim to the other's retirement and pension benefits, if any. Each party affirms that he has been advised of his rights regarding such pension and retirement benefits, and of the value or potential value of same.

11. WAIVER. Each party waives any claim to the property and estate of the other, except as may be otherwise provided herein. This waiver specifically includes any expectancy, reversion, insurance claim, cause of action, or inheritance to which the other party is or may in the future be entitled.

12. REAL PROPERTY. (a) Cumberland Trace Property. Husband will receive his property located at 107 Cumberland Trace, Donelson, Davidson County, Tennessee, free and clear of any claim by Wife. Husband will be solely responsible for and hold Wife harmless from any liability on such property. This property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Unit No. 107, on the Plan of Cumberland Trace, as shown on plat of record in Plat Book 5200, Page 724, in the Register's Office of Davidson County, Tennessee, to which plat

reference is hereby made for a more particular description.

BEING the same property conveyed to Ronald B. Fielder, a single person, by deed of record in Book 7485, page 919, Register's Office for Davidson County, Tennessee.

(b) Gondola Drive Property. Wife will receive her property located at 3545 Gondola Drive, Antioch, Davidson County, Tennessee, free and clear of any claim by Husband. Wife will be solely responsible for and hold Husband harmless from any liability on such property. This property is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot. No. 62-A, Zone Lot Division, Lots 60 thru 63, Chelsea of Priest Lake, Section 1-B, as of record in Book 6250, page 364, said Register's Office.

Said Lot No. 62-A fronts 54.66 feet on the northerly side of Gondola Drive and runs back 107.71 feet on the easterly line and 100.00 feet on the westerly line to a line in the rear which measures 60.31 feet thereon.

Being the same property conveyed to Linda Michele Eldridge, (also known as Linda Michele Fielder) by deed of record in Book 6554, page 299, Register's Office for Davidson County, Tennessee.

13. AUTOMOBILES. Wife will receive the 1991 Ford Taurus automobile, which is paid for. Husband will receive the 1993 Ford pickup truck. He will assume full responsibility for the payment of the indebtedness owed thereon and he will hold Wife harmless on same. Each party will execute any paperwork necessary to accomplish the intent of this paragraph.

14. HOUSEHOLD GOODS AND FURNISHINGS. Wife will receive the personal property shown in Exhibit A attached hereto, and Husband will receive the personal property listed in Exhibit B attached hereto.

15. OTHER PROPERTY. Wife will receive the parties' dog Bo and she will be solely responsible for paying for the dog's food and veterinary bills.

16. NO MINOR CHILDREN. There are no minor children of this marriage.

17. ATTORNEY FEES AND COURT COSTS. Each party will pay his own attorney's fees, and Husband agrees to pay the court costs.

18. DEBTS AND LIABILITIES. At the time of the parties' separation, they owed a Visa debt, a MasterCard debt, and a debt to First American National Bank. The total of these debts was approximately $15,000.00, which Husband has paid in full by borrowing money from his mother. Husband agrees to make no claim for any contribution from Wife for the payment of these debts. Husband further agrees to be solely responsible for paying the parties' joint personal line of credit obligation at First American National Bank in the approximate amount of $3,600.00. Wife agrees to be solely responsible for paying the debt owed to Avco in the approximate amount of $1,600.00. Each party will hold the other harmless from debts assumed pursuant to this agreement.

19. HEALTH INSURANCE. Husband agrees that Wife may continue to be insured under his group insurance plan through the Metropolitan Government for 36 months pursuant to COBRA. The costs of such health insurance coverage is $203.00 a month. Wife will be responsible for paying this amount, but Husband agrees to pay directly to Wife the sum of $101.50 a month for 36 months to assist her in paying the premium. Such payments by Husband are necessary for Wife's support, and Husband's duty to make such payment will terminate on Wife's death or remarriage or at such time as she becomes eligible for health insurance through her employment. Wife will pay all healthcare expenses not covered by Husband's insurance.

IN WITNESS WHEREOF, the parties set their signature below.

RONALD B. FIELDER

LINDA MICHELE FIELDER

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 20th day of August, 1993, personally appeared Ronald B. Fielder, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his own free act and deed.

Renee Boswell
NOTARY PUBLIC

My commission expires:
3.22.97

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 24th day of August, 1993, personally appeared Linda Michele Fielder, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her own free act and deed.

Kathy M. Biggs
NOTARY PUBLIC

My commission expires:
11-26-94

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RICHARD R. ROOKER, CLERK
D.C.

EXHIBIT "A"

Property to Wife

Clothing and personal effects
Cherry bedroom suite
One stuffed chair
One brass lamp
Two crystal lamps
Lamps on bookshelf
Colt .380 pistol
Stairmaster
Fixed camp camping equipment
China and crystal
Decorative pictures and prints
Small microwave
Answering machine
Coffee maker
One custom shower curtain
One set custom drapes
Water purifier
Large vacuum cleaner
Small vacuum cleaner
One-half new luggage
Henckel knives
New pots and pans
Everyday dishes and silverware
$8,000.00 ring
TV
VCR
Wife's books
Sewing machine
Toaster
End table
Coffee table
Plants
Wife's old luggage

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RICHARD R. HOOKER, CLERK
D.C.

EXHIBIT "B"

Property to Husband

Clothing and personal effects
Stove
One stuffed chair
One brass lamp
One custom shower curtain
One set custom drapes
One-half new luggage
Clothing and personal effects
Husband's books
1962 fishing boat and trailer
All guns (except Colt .380),
holsters and accessories
Washer & Dryer
Backpack camping equipment
Husband's old luggage
Husband's tools
Pictures and memorabilia
Heavy bag and weights
Old pots and pans, dishes & knives
Green couch
Oak finish Bedroom suite
Large microwave

It is further, ORDERED, that the Defendant, LINDA MICHELE FIELDER, is hereby restored to her maiden name, to wit: LINDA MICHELE MAYNORD.

It is further, ORDERED, that the Complainant shall pay the costs of this cause for which let execution issue if necessary.

This the 3rd day of Sept., 1993.

JUDGE

APPROVED FOR ENTRY:

PHILLIP ROBINSON #3023
213 Third Avenue, North
Nashville, TN 37201
(615) 242-5453

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded to Mary Frances Lyle, Attorney for Defendant, First American Center, 315 Deaderick Street, 20th Floor, Nashville, TN 37238-2075 on this the 3rd day of September, 1993.

PHILLIP ROBINSON

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IDENTIFICATION REFERENCE
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STATE OF TENNESSEE

BOOK 9128 PAGE 58

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 3rd *day of* September, *19* 93, *in Case Number* 93D-1919 *between* Ronald B. Fielder *Plaintiff, and* Linda Michele Fielder *Defendant, as same remains of record in Book* 221A, *Page* 726 *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* 27th *day of* October *in the year one thousand nine hundred and* Ninety-three *and in the* 218th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117