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RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PAULA DEAN BUCHANAN,
Wife,
vs.
JOSEPH TULLY BUCHANAN, III,
Husband.

Docket No. 93D-3872

141-12-D
108 CO

FINAL DECREE OF DIVORCE

This cause came to be heard on Monday, November 8, 1993, before the Honorable ~~Muriel Robinson-Rice~~ Dianne Tuarie Special Judge of the Fourth Circuit Court for Nashville, Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce on the grounds of inappropriate marital conduct. After statements of counsel for the parties, the Court finds that the parties have stipulated, pursuant to Tennessee Code Annotated §36-4-129, that the Husband has been guilty of inappropriate marital conduct during the course of the parties' marriage.

The Court therefore grants the parties an absolute divorce and restores the parties to all the rights and privileges of unmarried persons.

The Court further finds that the parties have resolved all of their property rights, support obligations and obligations for the payment of debts as follows:

PRIOR TAX LIABILITIES. 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 Husband. A joint income tax return will be filed by Wife for 1993 and the refund shall be split equally between the parties.

Wife will claim the children as dependency deductions beginning in 1994.

COURT COSTS. Husband shall pay all court costs arising out of the divorce proceeding.

PERSONALTY. The parties have divided between themselves the furniture, furnishings and personal belongings that were acquired

during the marriage and each party makes no claim to any property in the possession of the other party.

Wife will have possession and title to the parties' 1990 Mercury Sable GL, 1MECM50UOLA605926, and to the parties' 1987 Ford Escort GL, 2FAPP2199HB254552, and will be responsible for any debt owned on the vehicles. Husband will have possession and title to the parties' 1992 Nissan Pickup, IN6SD16Y1NC345718 and will be responsible any debt owned on the vehicle. Each party releases any claim or right they have to the vehicle of the other.

REAL ESTATE. Husband shall convey and by signing this document does convey to Wife any and all interest in the property located at 108 Morton Mill Road, Nashville, Davidson County, Tennessee, more specifically described as follows:

> BEING Lot No. 108 (and driveway serving said lot) on the Plan of Morton Mill Estates, a Planned Unit Development, of record in book 6900, Page 652, Register's Office for said County, to which Plan reference is hereby made for a more complete legal description thereof.
>
> BEING part of the same property conveyed to Morton Mill, a Tennessee Joint Venture, by Deed from George Gianikas, Sonny Mooney, Joseph L. Lackey, Jr., and George Dunn, of record in Book 7284, Page 959, Register's Office for Davidson County, Tennessee.
>
> FOR the purpose of description, the term lot or unit shall be defined as the same.

Husband shall execute and deliver to Wife any and all deeds and instruments necessary to convey title of said real estate to Wife. Wife shall assume liability for the debts on the property beginning 12/1/93 and shall indemnify and hold Husband harmless for said debt.

Wife shall attempt to refinance the property within ninety (90) days removing Husband from any liability for the debt on the property. In the even Wife is able to refinance the property, Wife shall to pay Husband $5,000.00 to compensate for her part of the debts and his equity in the home.

DEBTS. Husband will assume, pay and hold Wife harmless for the following debts as alimony, because payment of the debts are necessary for the Wife's support:

First USA Visa 4417-1221-6736-5254
Nationsbank of Delaware, VA (Mastercard) 5220-1005-1814-0224
Dillards 0-689-142-8
Castner Knott 20-977-386-48
Firestone 544538438
Sears 6-90523-77575-5
Discover 6011-0061-3150-8658
Truck Loan - Nissan Pickup 24770013249950
Baptist Hospital 009693383
Nashville Orthopaedics Associates 250509

This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523 (a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

Wife will assume, pay and hold Husband harmless for the following debt as alimony, because the payments are necessary for Husband's support:

Auto Loan - Mercury Sable - 124700899618354
(Beginning 12-16-93)

This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

HEALTH INSURANCE - COVERAGE. Husband shall maintain health insurance on the minor children which will cover major medical, dental, pharmaceutical and optical expenses until they are covered by their own insurance or reach 23 years of age. Any expenses not covered by insurance will be paid by the Husband.

Husband shall maintain health insurance on the Wife until she is covered by her own insurance. After 12-31-93, Wife will pay the cost of the insurance to cover herself.

LIFE INSURANCE. Husband (hereinafter known as "insured") at insured's expense shall maintain in full force and effect for the irrevocable benefit of Wife, insurance on the insured's life having death benefits payable to her in the sum of $111,000.00 until the youngest child reaches the age of 23. Upon written request of said beneficiary or beneficiaries' 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 beneficiary or beneficiaries' agent is hereby authorized to obtain said documentation of compliance with this paragraph directly from employer or any insurance carrier insuring insured.

BANK ACCOUNTS. The parties currently have one joint bank account at Nations Bank, account #0111628753, which will be closed in December, 1993, after the parties' November bills are paid out of that account.

Each party will retain all monies in their individual accounts.

ALIMONY. The Husband will pay Wife beginning 11-30-93, the sum of $550.00 per month as alimony, payable on the last day of the month, for a period of five years. **ATTORNEY FEES.** Only Wife is represented by Mary Frances Rudy and will pay Mary Frances Rudy's attorney fee in connection with this divorce proceeding and this Agreement. It is also agreed between the parties that the opposing party shall pay his or her own attorney's fee in connection with this litigation.

CUSTODY and VISITATION. Wife shall be responsible for the care, supervision and guidance of the parties' minor children, Amy Jill Buchanan, born 8-16-76, and Joseph Tully Buchanan, IV, born 8-18-79, and shall, therefore, be awarded custody.

Specific visitation rights shall be granted to the Father and Father will be responsible for care, supervision and guidance during those visitation times and shall, on an ongoing basis, aid the custodial parent in bearing the responsibility of financial assistance as outlined in Child Support section below.

The Father shall have the following specific visitation:

REGULAR VISITATION:

a. Father has visitation every other weekend from 6:00 p.m., Friday night, until 6:00 p.m., Sunday night.

HOLIDAY VISITATION:

a. In even years (1994, 1996, 1998) Father will have the 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 the 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 the 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 the 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 with the children on Father's Day and his birthday.

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

f. 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 be 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 Father shall have the right to reasonably consult with school officials concerning the children's welfare, educational status and progress, including access to pupil records.

The Father and children shall have communication with each other by telephone and shall not be interfered with by the custodial parent.

Both parties will keep the other party informed of his or her address and, when the children are with the party, shall keep the other party informed of the address and the telephone number.

Neither party shall in any way attempt to harm, hinder, decrease or destroy the natural love of the children for the other parent. Neither parent shall speak badly of the other parent to the children.

CHILD SUPPORT. The Father will pay $850.00 per month as child support to the Mother beginning 11/30/93. Said payments are due on

the last day of each month. After a period of two years, the child support will be reduced by $200.00 and thereafter the Father will pay $650.00 per month as child support for a period of three years. The child support set out in this paragraph is in compliance with the Federally Mandated Child Support Guidelines.

MODIFICATION OF CHILD SUPPORT. The parties acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment and they understand that Court approval must be obtained before child support may be reduced, unless such payments are automatically reduced or terminated under the terms of the Agreement.

IT IS SO ORDERED.

ENTER this 8 day of Nov., 1993.

JUDGE

APPROVED FOR ENTRY:

MARY FRANCES RUDY
Supreme Ct. No. 13403
Attorney for Wife
200 Fourth Avenue North, Suite 800
Nashville, TN 37219
615-244-8490

PAULA DEAN BUCHANAN

JOSEPH TULLY BUCHANAN, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 26th day of October, 1993, personally appeared Paula Dean Buchanan, 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 free act and deed.

NOTARY PUBLIC

My Commission Expires:
1/7/96

BOOK 9174 PAGE 875

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 _10 day of _NOVEMBER , 19 _93 , in the Case Number _93D3872 between _BUCHANAN, PAULA DEAN Plaintiff, and _BUCHANAN, JOSEPH TULLY III Defendant, as same remains of record in Book 2238 , Page _1420 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 _03 day of _DECEMBER 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

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IDENTIFICATION REFERENCE

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FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 9174 PAGE 876

On this 26th day of October, 1993, personally appeared Joseph Tully Buchanan, III, 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 free act and deed.

NOTARY PUBLIC

My Commission Expires:
1/7/96

Current addresses of the parties:

Paula Dean Buchanan
108 Morton Mill Circle
Nashville, Tennessee 37221

Joseph Tully Buchanan, III
3677 Tampa Drive
Nashville, Tennessee 37221