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RICHARD R. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

DANNY RAY JOHNSON,

Plaintiff/Husband,

v.

SHARON LYNN JOHNSON,

Defendant/Wife.

Civil Action No. 93D-1313

BOOK 9248 PAGE 967

FINAL DECREE

This cause came on to be heard on the 24th day January, 1994, before the Honorable Muriel Robinson-Rice, Judge, upon the original Complaint for Absolute Divorce heretofore filed in this cause by the Husband, Answer and Counterclaim filed by the Wife, Answer filed by the Husband, subsequent agreement of the parties to withdraw the Answer and Counterclaim filed by the Wife and the Answer filed by the Husband and allow the matter to proceed upon a non-contested basis, submission to the Court of a written Marital Dissolution Agreement, testimony of Complainant, statement of counsel in open court, and from the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. § 36-4-101(11). It is therefore

ORDERED 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, DANNY RAY JOHNSON, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED and ADJUDGED** by the Court, and the Court affirmatively finds, that the Marital Dissolution Agreement heretofore signed by the parties and submitted to the Court does make equitable and sufficient provision for the division of the marital properties, and the Court approves the Agreement and incorporates the same herein verbatim as follows:

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RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

DANNY RAY JOHNSON,
Plaintiff/Husband,
v.
SHARON LYNN JOHNSON,
Defendant/Wife.

Civil Action No. 93D-1313

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between DANNY RAY JOHNSON (hereinafter referred to as Husband) and SHARON LYNN JOHNSON (hereinafter referred to as Wife) subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties were married on April 3, 1987, in Springfield, Tennessee,

WHEREAS, the parties, in consequences of disputes, unhappy moments and irreconcilable differences, have separated, and a Divorce Complaint and an Answer and Counter-Complaint have been filed in the Fourth Circuit Court for Davidson County, Tennessee, in this cause,

WHEREAS, it is the desire of both parties to enter into a written agreement relative to their marital and property rights, all dower and homestead rights, including a complete release of all of the parties' marital rights and all the parties' legal obligations and to make transfers of interest in property pursuant to such Agreement so as to settle fully and finally all rights, interests and claims of every kind and character arising or that may arise out of the marital relationship existing between them, and that this Agreement be approved by the Court and be incorporated verbatim into any Decree of divorce which may be entered dissolving their marriage,

NOW, THEREFORE, for and in consideration of the foregoing promises, the acts to be performed and in consideration of the mutual promises, covenants and agreements hereinafter contained, the parties hereby 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 that each party acknowledges that the Agreement is fair and that it is being executed voluntarily and that both parties are represented by and have had 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 property rights between each other.

4. 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's fee. If either party reasonably institutes legal proceedings to procure

the enforcement of any provision of this Agreement, then he/she will also be entitled to a judgment for reasonable expenses, including attorney's fees incurred in prosecuting the action.

5. 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 defaults of the same or similar nature.

6. 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.

7. 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.

8. 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.

9. LIFE INSURANCE, PENSION AND RETIREMENT BENEFITS, INVESTMENTS. The parties agree that the Husband shall receive all interest in the Walter Knestrink Profit Plan as his sole and separate property, to be his absolute and in fee simple, free and clear of all claims of the Wife and that the Wife acknowledges that she has relinquished all of her rights thereto in return for the Husband agreeing to the provisions of the money settlement

herein. The parties further agree that any other interest in any life insurance policies, pension plans, other retirement benefits, IRS's, or any stocks, bonds or other investments in the name of the Husband as of the date of the execution of this Agreement shall be the sole and separate property of the Husband, free and clear of any claims of the Wife. All interest in any life insurance policies, pension plans, IRA's, other retirement benefits, or any stocks, bonds or other investments in the name of the Wife as of the date of the execution of this Agreement shall be the sole and separate property of the Wife, free and clear of any claims of the Husband.

10. 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.

11. BANK ACCOUNTS. The parties agree that all funds on deposit in any financial institution as of the date of the execution of this Agreement in the name of the Wife shall be the sole and exclusive property of the Wife, free and clear of all claims of the Husband. Also, all funds on deposit in any financial institution as of the date of the execution of this Agreement in the name of the Husband shall be the sole and exclusive property of the Husband, free and clear of all claims of the Wife.

12. REAL PROPERTY.

A. The homeplace of the parties, located at 2412 Baker Station Road, Goodlettsville, Tennessee 37072, and described as follows:

> Tract I: A tract of land in the 10th Civil District of Davidson County, Tennessee, as shown on the Map 7, parcel 59, more particularly described as follows:
>
> Bounded on the west by County Road upon which said Map and Parcel Numbers shows a frontage of 110.5 feet thereon; on the south by Mrs. Nunley; on the north by School lot and on the east by Church lot, containing one (1) acre more or less.

> Being the same property conveyed to Danny Ray Johnson and wife Roswitha Renate Johnson by deed from John Joseph Devine and wife Kathleen Devine, of record in Book 4977, page 476, Register's Office for Davidson County, Tennessee. Being the same property to which the right, title and interest therein was divested out of Roswitha Renate Johnson and vested in Danny Ray Johnson by Divorce Decree of Record in Book 8477, page 858, Register's Office for Davidson County, Tennessee.

shall be divested from the Wife and the sole and exclusive ownership in said real property shall be vested in the Husband, in fee simple ownership. The Husband shall assume sole liability for any now existing mortgages, liens, and other encumbrances on the aforesaid real property and shall hold the Wife harmless thereon.

B. The real property located at 1073 Hitt Lane, Goodlettsville, Tennessee 37072 and described as follows:

> A tract of land in the 11th Civil district of Davidson County, Tennessee, and being a part of the M.B. Fouch property as recorded in Book 3102, page 515, Register's Office for Davidson County, Tennessee, and shown as Tract No. 2 according to a survey by Donald R. Carver, Surveyor, September 13, 1980 as follows:
>
> Beginning at the point on the westerly margin of Hitt Lane and common corner with Tract No. 1; thence with the line between this Tract No. 2 and Tract No. 1 South 86° 00' West 270 feet to an iron pin thence South 8° 30' West 492.70 feet to an iron pin and corner with Tract No. 1; thence leaving Tract No. 1, North 79° 00' West 300 feet to an iron pin; thence North 13° 25' East 765.40 feet to an iron pin; thence North 86° 00' East 400 feet to an iron pin on the margin of Hitt Lane; South 23° 00' East 150 feet to the point of beginning and containing 7.01 acres, more or less.
>
> Being the same property conveyed to Danny R. Johnson and wife Teresa G. Johnson by deed from Paul M. Holloway and wife Shelia S. Holloway, of record in Book 6028, page 701 Register's Office for Davidson County, Tennessee, and then being the same property quitclaimed to Danny R. Johnson by Teresa G. Johnson of Record in Book 6565, page 756, of record in the Register's Office for Davidson County, Tennessee.

shall be divested from the Wife and the sole and exclusive ownership in said real property shall be vested in the Husband. This property shall be subject to a lien in favor of the Wife in the amount of $20,000.00 to secure the payment of the cash money

settlement to her by the Husband as provided for herein. The Husband shall assume sole liability for any presently existing liens or encumbrances on said real property and shall hold the Wife harmless from the responsibility for the payment thereof.

C. The Wife shall execute and deliver a valid quitclaim deed in favor of the Husband to the real property located in Wheelwright, Floyd County, Kentucky, and described as follows:

> Beginning in the center of the Left Fork of Otter Creek joining the Mountain Investments line thence running with said line approximately 180 feet in a southwest direction to the north edge of a concrete sidewalk thence south with said sidewalk approximately 80 feet to an iron stake thence northeast with a concrete wall and picket fence to the center of the creek joining the line of Mountain Investment thence west with Mountain Investments line approximately 180 feet to the beginning.
>
> The contents of this property includes the described land and one brick store building one story and 60 feet by 75 feet and all heating fixtures and plumbing within said building.
>
> Being the same property conveyed to Danny R. Johnson and wife Sharon Lynn Johnson by deed from Raymond Walker and wife Buelah Walker of record in Book 352, page 286, Court Clerk's Office for Floyd County, Kentucky.

The Husband shall assume sole liability for the existing mortgage debt to First Guaranty Mortgage and for any other now existing liens or other encumbrances on the aforesaid real property and shall hold the Wife harmless from the responsibility for the payment thereon.

D. In consideration for the Wife relinquishing her interest in the aforesaid real properties, the Husband agrees to the payment of the cash money settlement as provided for herein. The Wife shall execute a valid quitclaim deed to each of the aforesaid real properties in favor of the Husband and she shall deliver the same to him prior to tne date of the final hearing of this cause.

E. The Husband shall be responsible for the taxes and insurance on said real properties and shall hold the Wife harmless from the payment of the same. The Husband shall be

allowed to claim any rents and profits realized from said real properties after the date of the execution of this Agreement and shall also be allowed to claim any interest expense paid on the mortgages on said real properties on his subsequent Federal Income Tax Returns.

F. It is further understood that this Agreement is based upon full disclosure by both parties to the other of any current encumbrances which may be in effect on the real properties as of the date of the execution of this agreement and that any future encumbrances on said real properties shall be the sole responsibility of the party who encumbered same.

13. TITLED PERSONAL PROPERTY.

A. The Wife shall receive the 1988 Pontiac Grand Am automobile, VIN 1G2NE14U2JC668610 as her sole and separate property, to be hers absolute and in fee simple, free and clear of all claims of the Husband. The Wife acknowledges that the Husband has paid off the debt owed on said vehicle, amounting to $1,772.37 as a part of the provisions of the money settlement agreed to herein, and that said vehicle is no longer encumbered by debt.

B. The Husband shall receive the 1988 Ford Pickup Truck, VIN 1FTEF14Y9JLA73684 and the 1988 Kubota Tractor Model D-950, B82D as his sole and separate property free and clear of all claims of the Wife. The Husband acknowledges that said vehicles are no longer encumbered by debt.

14. UNTITLED PERSONAL PROPERTY. The parties acknowledge that they have heretofore equitably divided all of their untitled personal property (including furniture, fixtures, appliances, and other household goods) between them and that all property in possession of either party at the time of the execution of this Agreement and all such property acquired afterward (except as may be provided elsewhere herein) shall be the sole and exclusive property of the party in possession, to be theirs absolute and in fee simple, free and clear of all claims of the other party, and the parties agree that they will not make further claim upon the other for such property.

15. BUSINESS. In consideration for the Wife receiving payment of the money settlement from the Husband and for his agreeing to be solely responsible for and to pay the mortgage note on the real property on which the store is located and the debt to Blazer Financial and any other debts related to the business of running the store located in Wheelwright, Floyd County, Kentucky, the Wife agrees that the Husband shall have the sole and exclusive ownership in said store and business including all fixtures, inventory, and accounts related thereto, and that she shall be divested of all of her rights and interests to the same.

16. MARITAL DEBTS.

A. The Husband shall be responsible for the debt owed to Graig & Associates. The Wife shall be responsible for the debt owed to General Hospital and any other healthcare-related debts which may be due and payable now or in the future for her or her son JAMIE RAY JOHNSON, and she shall hold the Husband harmless from the responsibility for the payment of the same.

B. The Husband shall also be responsible for any mortgages, liens or other presently existing encumbrances on the aforesaid real properties, including the mortgage debt to First Guaranty Mortgage, and any debts owed on his Mastercard, Visa, Silo and Home Depot credit cards and he shall hold her harmless from the responsibility for the payment of the same. The parties acknowledge that they have no other outstanding joint marital debts at the time of the execution of this Agreement. They further agree that all other debts and obligations incurred by either party after the date of the execution of this Agreement shall be the sole responsibility of that party and that the other party shall be held harmless thereon. They further agree that they have each assumed responsibility for any and all other currently existing debts incurred in their own name and that the other party shall be held harmless thereon.

17. MONEY SETTLEMENT. The Husband has paid the debt on the Wife's 1988 Pontiac Grand Am automobile, amounting to $1,732.37 and has also agreed to pay her the sum of $20,000.00 as

a property settlement, in consideration for her relinquishing her interest in the aforesaid real properties; the store business; the life insurance, pension and retirement benefits and investments, and the motor vehicles, as provided herein. This sum is to be paid in installments of $300.00 per month, beginning the date of the divorce, and to be due and payable each month thereafter for one (1) year (12 months), when the remaining balance of $16,400.00 (less any other payments which may be made reducing said balance) shall be due and payable. The Husband shall also pay the entire sum of any income tax refund which he may receive from his 1993 Federal Income Tax Return (to be filed in 1994) to the Wife as soon as he receives same, and this amount is to be applied to reduce the unpaid balance of the said $20,000.00 money settlement. The Husband shall provide the Wife with proof of said income tax refund when he files said 1993 return. When the Wife has received the final payment, she will execute and file a release of the lien on the real property located at 1073 Hitt Lane, Goodlettsville, Tennessee 37072. Should the Husband decide to sell said real property, to pay her off, then the Wife agrees to cooperate with said sale and to execute any releases, deeds, or other instruments necessary to complete said transaction, subject to her receiving the unpaid balance owed her by the Husband on this settlement, from the proceeds of said sale on the date of the closing.

18. OTHER PROVISIONS.

A. The Wife acknowledges that the Husband is not the Father of the minor child JAMIE RAY JOHNSON, as determined by the paternity test conducted by the Baylor College of Medicine, Case Number P930629062 (attached to this Agreement as Exhibit A), and accordingly that the Husband has no statutory duty of support for said minor child and therefore, that no child support is provided herein.

B. The Wife agrees that she will send any and all videos and pictures of the Husband which she may have possession or control of to his attorney, in a sealed package, along with a sworn statement that she has done so, and that said package and

statement will be delivered to his attorney prior to the date of the final hearing of this cause, and that she will keep no copies of the same.

19. ATTORNEYS FEES. Each party shall pay their own attorneys fees.

20. COURT COSTS. The Husband shall be responsible to pay for any court costs incurred as a result of the pending action, so long as said action is uncontested.

21. RELEASE AND DISCHARGE. Subject to the provisions of this Agreement, each party has released and discharged and by this Agreement does for himself and herself and his or her heirs, legal representatives, executors, administrators, and assigns, releases and discharges the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity which either of the parties ever had or has against the other, except for any cause or causes of action for divorce.

22. BINDING AGREEMENT. The parties shall be bound by the terms of this Agreement, and they each acknowledge that it does constitute a fair, equitable settlement of their property rights and responsibility for their marital debts.

SIGNED THIS 13th DAY OF January, 1994.

Danny Ray Johnson
DANNY RAY JOHNSON
Plaintiff/Husband

SIGNED THIS 3 DAY OF January, 1994.

Sharon Lynn Johnson
SHARON LYNN JOHNSON
Defendant/Wife

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 13th day of January, 1994, personally appeared before me DANNY RAY JOHNSON, to me known to be the person described herein as Husband, who made oath that he executed the foregoing Agreement and acknowledged that he executed the same as his own free act and deed.

Sharron C. Cauch
NOTARY PUBLIC

My Commission Expires: 11-20-96

STATE OF Texas)
)
COUNTY OF Ft Bend)

On this the 3rd day of January, 1994, personally appeared before me SHARON LYNN JOHNSON, to me known to be the person described herein as Wife, who made oath that she executed the foregoing Agreement and acknowledged that she executed the same as her own free act and deed.

Pamela Kay Tibbs
NOTARY PUBLIC

My Commission Expires: 1-30-97

AUG-12-1993 10:... INVESTIGA... 1 713 ... 5584 P.002

94 JAN 24 PM 4:31
...KER, CLERK
D.C.

ROBERT J. KLEBERG CENTER FOR HUMAN GENETICS
INSTITUTE FOR MOLECULAR GENETICS
BAYLOR COLLEGE OF MEDICINE
HOUSTON, TEXAS 77030
(713) 798-4774

PATERNITY TESTING FOR MR. DANNY JOHNSON (CASE NUMBER P930629062)

REQUESTOR:
Sharon Lynn Johnson
3047 Tam-O-shanter
Missouri City, TX 77459

DATE OF REPORT: August 18, 199

BOOK 8248 PAGE 979

REPORT: DNA typing for Paternity Testing was performed on blood samples from Jamie Ra Johnson, and Sharon Lynn Johnson collected on June 28, 1993 and Danny Ray Johnson collecte on June 30, 1993, using the DNA loci D2S44, D4S139, D14S13, and D16S85, which provide combined average power of exclusion of 99.93%.

DNA extracted from the blood samples collected was digested with the restriction enzyme HaeII and transferred to nylon membranes using the standard Southern methodology, and procedure adopted from the Federal Bureau of Investigation procedures for DNA typing. The four geneti loci were visualized using radioactive ^{32}P with the single locus DNA probes YNH24, H3(CMM101, and 3'HVR respectively.

DATA:

SAMPLE	D2S44	D4S139	D14S13	D16S85
Mother	1927/1297	6912/4868	4345/2254	2350/759
Child	1698/1573	6832/6309	4281/1501	751/530
Alleged Father	1846/1678	5750/3073	3695/3413	1915/931

RY# 13659

Exhibit A

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

BOOK 9248 PAGE 980

RESULTS:

The alleged father did not share a non-maternally inherited allele with the child tested for the loci D2S44, D4S139, D14S13, and D16S85.

INTERPRETATION:

Danny Ray Johnson is excluded as being the father of Jamie Ray Johnson.

C. Thomas Caskey, M. D., F.A.C.P.
Professor and Director
Institute for Molecular Genetics

Holly A. Hammond, B.S., Manager
Forensic and Paternity Laboratory

SUBSCRIBED AND SWORN TO BEFORE ME, on this 19 day of August 1993

NOTARY PUBLIC

Commission Expires: 3-20-97

GRACE WATSON
MY COMMISSION EXPIRES
March 20, 1997

ACCURACY OF WRITING, TYPING OR PRINTING ON THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

It is further **ORDERED and ADJUDGED** by the Court that the Husband is not the father of the minor child, Jamie Ray Johnson, as determined by the paternity test conducted by the Baylor College of Medicine, Case No. P930629062, and therefore has no statutory duty of support for the minor child, and no child support needs to be provided for in this order.

It is further **ORDERED and ADJUDGED** that the addresses of the parties are as follows:

Danny Ray Johnson 2412 Baker Station Road Goodlettsville, TN 37072	Sharon Lynn Johnson 3047 Tam-O-Shanter Missouri City, TX 79459

It is further **ORDERED and ADJUDGED** that the costs of this cause are to be taxed against the Husband, Danny Ray Johnson, for all of which execution may issue if necessary.

ENTERED this 24th day of June, 1994.

MURIEL J. ROBINSON-RICE, JUDGE

APPROVED FOR ENTRY:

Thomas C. Binkley, #3558
Trabue, Sturdivant & DeWitt
25th Floor
Nashville City Center
511 Union Street
Nashville, TN 37219
(615) 244-9270

Attorneys for the Plaintiff

Charla S. Haas
Ford & Associates
1801 Parkway Towers
404 James Robertson Pkwy.
Nashville, TN 37219-1501
(615) 244-3601

Attorney for the Defendant

BOOK 9248 PAGE 932

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* 24th *day of* January, *19* 94 *in Case Number* 93D-1313 *between* Danny Ray Johnson *Plaintiff, and* Sharon Lynn Johnson *Defendant, as same remains of record in Book* 225C, *Page* 1909 *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* 28th *day of* January *in the year one thousand nine hundred and* ninty-four *and in the* 218th *year of American Independence.*

RICHARD R. ROOKER, *Clerk*

By _____, *D.C*

Form #GR-117

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IDENTIF. # REFERENCE

94 FEB 14 PM 1:39
FELIX A. DAUGHTER, REGISTER
DAVIDSON COUNTY, TN