IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
20TH JUDICIAL DISTRICT, SITTING AT NASHVILLE

DONALD BARRY SAFER,
PLAINTIFF

V. No. 93D-4090

ELIZABETH ANN LEGETT,
DEFENDANT

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This cause came on to be heard on the 18th. day of February, 1994, before the Honorable Muriel Robinson Rice, Judge of the Fourth Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Plaintiff, the written Marital Dissolution Agreement executed by the parties, upon the testimony of the Plaintiff and the statements of counsel and upon the entire record from all of which the Court finds that there exists such irreconcilable differences in the marriage that the Plaintiff should be awarded an absolute divorce from the Defendant. The Court further affirmatively finds that the paries have made adequate and sufficient provision by written agreement for the custody and maintenance of the minor children of the marriage and for an equitable settlement of all property rights between the parties.

IT IS THEREFORE ORDERED that the Plaintiff be, and hereby is, awarded an absolute divorce from the Defendant, on the grounds of irreconcilable differences.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement be, and it hereby is, approved and made a decree of this Court, the same being incorporated herein in words and figures as follows:

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IDENTIF. # REFERENCE

94 MAR 15 AM 8:28
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

1697 03/15 0101 03CHECK 5.00

IN THE _____ COURT FOR DAVIDSON COUNTY, TENNESSEE
20TH JUDICIAL DISTRICT, SITTING AT NASHVILLE

DONALD BARRY SAFER,
Plaintiff

V.

ELIZABETH ANN LEGETT,
Defendant

No. 93D-4090

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MARITAL DISSOLUTION AGREEMENT

This Agreement entered into between DONALD BARRY SAFER (Husband) and ELIZABETH ANN LEGETT (Wife);

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the _____ Court for Davidson County, Tennessee, a suit for absolute divorce styled Donald Barry Safer v. Elizabeth Ann Legett, Docket No. 93D4090; and

WHEREAS, the parties desire to agree upon and fix their rights and duties with regard to their respective estates and all other matters concerning their rights and duties arising by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all other matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, and with neither party admitting any wrongdoing during the marriage, the parties hereto agree as follows:

1. CUSTODY

Husband and Wife shall have and retain joint care, custody and control of the minor children of the parties, namely Jamaica Marie and Cody Grace, with Wife having the principal physical custody of said minor children, subject to visitation rights on the part of the Husband as described in the following paragraph.

2. VISITATION

Husband shall have the right to visitation with the minor children every weekend from Sunday at noon through Tuesday at the

due to Husband's work schedule.

beginning of the school day, Further, Husband shall have visitation with the minor children for two weeks each summer, not necessarily consecutive. Husband shall give two weeks notice in writing of the intent to exercise summer visitation and the time period during which he plans to exercise this visitation. Wife shall have the minor children for Christmas eve through Christmas day each year. Husband shall also have visitation during the spring break from school. Husband shall further have visitation with the minor children on alternate major holidays, which are defined to be Easter, Memorial Day, Independence Day, Labor Day and Thanksgiving, with the holiday visitation alternating each year. This visitation will commence with the Independence Day holiday. The parties expressly understand that visitation is for the benefit of the minor children, and the failure to exercise visitation as scheduled may constitute contempt of court.

3. CHILD SUPPORT

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It is agreed that Husband shall pay to Wife as child support the sum of $1,100.00 per month. When the elder child reaches age 18 or her class graduates from high school, whichever shall come last, the monthly payment shall be reduced to $700.00 per month, unless Lewis ordered by the Court. When the younger child reaches age 18 or the child's class graduates from high school, which ever comes last, the Husband's child support obligation shall cease. Further, because the Husband receives bonus payments periodically, at the end of each calendar year (or more frequently, at the Husband's discretion) Husband shall determine his gross income for the year, and shall pay the difference between the monthly amounts actually paid as child support and 32% of his net annual income as calculated for Child Support Guidelines purposes (until the elder child reaches age 18 or her class graduates from high school, whichever comes last, at which time he will pay the difference between the monthly amounts actually paid as child support and 21% of his net annual income as calculated for Child Support Guidelines purposes) with all said payments being made directly to the Wife. The base gross income of Husband is

approximately $ 58,800.00 per year and the child support to be paid by Husband to Wife in the amounts listed above as set forth herein appears to meet or exceed the statutory guidelines. The parties further affirmatively 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 can be reduced unless such payments are automatically reduced or terminated under the terms of this agreement.

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4. INSURANCE

Husband currently maintains health insurance for the benefit of the minor children and shall continue to maintain the health insurance, and each party agrees to be responsible for one-half of any and all dental, medical, optometric and other vision expenses, orthodontic, or any other physical health-related expenses not covered by insurance. Husband shall provide proof of such insurance within fifteen (15) days after the execution of this Agreement. Husband shall furnish Wife with any and all insurance claim forms or cards necessary to permit Wife to submit charges directly to the insurer. Wife shall submit statements to Husband of the unpaid medical expenses and Husband shall remit to Wife one-half of the uncovered costs in a timely fashion. Husband shall continue to maintain his current life insurance policy or policies with the minor children as irrevocable beneficiaries, with the Wife as trustee for the use and benefit of the minor children. Husband shall be allowed to claim the children for income tax purposes. Wife shall continue to be carried on Husband's health insurance plan as long as permitted under the COBRA provisions of federal law, with the premium being paid by Wife.

5. REAL PROPERTY

The parties own the following real estate: 8647 Poplar Creek Road, Nashville, Tennessee 37221, and District 13, Map 112 Parcel 800, Hickman County, Tennessee. It is agreed that the house and

lot titled in the parties and located at 8467 Poplar Creek Road, Nashville, Tennessee 37221, Tennessee, shall be vested solely in Wife and divested out of Husband, and that if this Marital Dissolution Agreement is made a part of a decree of divorce the divorce Decree itself shall operate to vest the property in Wife and divest it out of Husband. Wife shall assume all indebtedness on said real estate and shall hold Husband harmless and indemnify him as to said property. The property is more fully described as follows:

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Land in Davidson County, Tennessee, as follows:

Beginning at an iron pin, the northwest corner of this tract and the northeast corner of Cathey, said corner being on the south right of way of Poplar Creek Road twenty five feet from the center line of road; Thence, along the south R/W of Poplar Creek Road N. 83 deg. 03 min. E a distance of 50.02 feet to a point.

Thence along said R/W N. 82 deg. 04 min. E a distance of 101.64 feet to a point the northeast corner of this tract and the northwest corner of tract 4, said corner being an I.P.

Thence leaving the road and along the west line of tract 4, S 5 deg. 46 min. 38 sec. E, a distance of 902.92 feet to a corner, the southeast corner of this tract and the southwest corner of tract 4 and on the lines of McClain.

Thence along the lands of McClain south 87 deg. 25 min. west a distance of 390.44 feet to a corner, said corner being an iron pin and rocks and is the southwest corner of this tract adjoining McClain and Cathey.

Thence by lands of Cathey, north 6 deg. 50 min. 11 sec. east a distance of 164.99 feet to a 36" tree.

Thence by same north 8 deg. 42 min. east a distance of 184.12 feet to an iron pin corner. Thence by same (Cathey) north 10 deg. 26 min. 48 sec. east a distance of 558.31 feet to the place of beginning. Containing 5,664 acres.

Being the same property conveyed to Donald B. Safer and spouse Elizabeth A. Legett by deed recorded in Book 5573, Page 203, Register's Office for Davidson County, Tennessee.

It is agreed that the parties' interest in the Hickman County property described above shall be vested solely in Husband and divested out of Wife, and that if this Marital Dissolution Agreement is made a part of a decree of divorce the divorce Decree itself shall operate to vest the parties' joint interest in the property in Husband and divest it out of Wife. Husband shall assume all of the parties' indebtedness on said real estate and

shall hold Wife harmless and indemnify her as to said indebtedness. The property is more fully described as follows:

> Land situate in District 13 of Hickman County, Tennessee, described according to a survey by Bennett & Sons, Inc., as follows:
>
> Beginning at an iron pin in the northerly line of the Davis property, said point being the common point of the Davis property and the Pearce property, thence along the line of the Davis property North 89° 46' 36" East 1036.9 feet to an iron pin in the westerly line of the White property, thence along the line of the White property North 0° 14' 11" West 890.59 feet to an iron pin, thence North 89° 45' 01" East 1039.38 feet to an iron pin in the westerly line of the King property, thence with the line of the King property North 0° 15' 46" West 1421.64 feet to an iron pin, thence South 89° 44' 14" West 2099.93 feet to an iron pin in the easterly line of the Weems property, thence along the line of the Weems property, South 1700.43 feet to an iron pin in the easterly line of the Pearce property, thence North 89° 54' 11" East 32.39 feet to an iron pin, thence South 0° 12' 37" East 610.78 feet to the point of beginning.
>
> Being the same property conveyed to Donald Safer and wife Elizabeth Leggett and William Heilman and wife Barbara Heilman and David Hildebrand and wife Andrea Hildebrand by Robert D. Trautman and wife patricia D. Trautman by warranty deed of record at Deed Book 45, Page 266, Register's Office for Hickman County, Tennessee.

6. PERSONAL PROPERTY

The parties agree to divide the personal property as follows: The Husband shall receive his personal clothing and toiletries; the Honda mower; table saw; radial saw; chain saw; other tools; contents of savings account, less ½ of February 1, 1993 balance; First American IRA; Nationsbank IRA; and all stock and ownership in Brighter Day enterprises, Inc., d/b/a Sunshine Grocery.

The Wife shall receive her personal clothing and cosmetics; the furnishings at the residence; ½ of cash in savings account as of February 1, 1993; and the antiques acquired by the parties during the marriage.

7. MOTOR VEHICLES

The 1993 Saturn shall be vested solely in Wife and divested totally out of Husband, and Wife assumes full responsibility for the payment of any indebtedness due on said vehicle and shall hold Husband harmless and indemnify him regarding said vehicle.

The 1989 Honda shall be vested solely in Husband and divested totally out of Wife, and Husband assumes full responsibility for the payment of any indebtedness due on said vehicle and shall hold Wife harmless and indemnify her regarding said vehicle.

8. DEBTS

It is agreed that Husband shall be solely responsible for the timely payment of the following debts: All debts related to the ownership interest in Brighter Day Enterprises, Inc., including the personal guarantee; all other debts except for mortgage on residence and Wife's VISA card. It is agreed that Wife shall be solely responsible for the timely payment of the following debts: mortgage on the residence and the balance on her VISA card. The parties intend to create for the purpose of this paragraph a support debt that will be nondischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. §523(a)(5). This support is necessary to meet the day to day living expenses of the obligee spouse and the amount of support is reasonable. It is also understood that neither party is currently contemplating the filing of a bankruptcy petition and that the filing of such a petition would constitute a change of circumstances for the purpose of requesting a modification of support obligations contained in this Agreement.

9. ATTORNEY'S FEES

Each party will be responsible for his or her own attorney's fees.

10. COURT COSTS

The Husband shall be responsible for the costs of this cause.

11. MODIFICATION

No modification or waiver of any of the provisions of this Agreement shall be effective unless made in writing and executed with the same formality as this Agreement. Failure of either

party to insist upon strict performance of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. Both parties are aware and understand that matters of custody and child support can be reviewed and modified by an appropriate Court with jurisdiction upon a proper showing in open court of a change of circumstances. Similarly, both parties understand that no modification as to child support may be made without the approval of a Court with competent jurisdiction.

12. SEVERANCE

Should a Court of competent jurisdiction hold that any portion of this Agreement is invalid, or make modifications thereof, the remainder shall remain in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court of competent jurisdiction shall order, said provision being severable.

13. INCORPORATION

The parties agree that this Marital Dissolution Agreement shall be incorporated in any Final Decree of Divorce that may be granted, subject to Court approval, whether in this Court or in any other Court of competent jurisdiction, and agree that it shall be ratified, approved and incorporated into the Final Decree of Divorce in its entirety.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. It supersedes any other agreement between the parties, written or otherwise. The parties covenant that they have each disclosed all of their assets and liabilities to each other and there are no representations or warranties made by either party to the other except those in this agreement. Each party acknowledges that no other representations have been made as an inducement to enter into this Agreement other than as set forth herein. This Agreement is meant and intended by the parties hereto to be

a post-nuptial marital dissolution agreement, and is to be a full, final and complete release by each party, of any interest whatsoever, which each party may now or hereinafter have in and to the property of the other as herein provided, based upon a full and complete disclosure of assets and liabilities. It is further understood that neither party admits any wrongdoing during the marriage by virtue of signing this Agreement.

15. CREDIT AND NON-COMPLIANCE

From the date of execution of this Agreement neither party will incur any indebtedness upon the credit of the other. Should this covenant be broken and one party is voluntarily or involuntarily required to pay an obligation incurred by the other party, or should one party be voluntarily or involuntarily required to pay any other obligation assumed by the other party under this Agreement, the party who makes such payment shall be entitled to indemnity from the other party for all monies paid, including the obligation itself, reasonable attorney's fees actually incurred, and interest actually paid. Further, to the extent not mentioned in this Agreement, any debt currently existing as to any property which becomes titled in a party shall become the debt of that party and that party shall indemnify and hold harmless the other party regarding said debt.

16. VOLUNTARY EXECUTION

Each party acknowledges that this Agreement has been entered into of his or her own volition, with full knowledge and understanding of the consequences. In certain instances, it represents a compromise of the disputed issues. Each believes the terms and conditions to be fair and equitable under the circumstances, and recognizes that no undue influence, fraud, coercion, or misrepresentation has been made. Each party agrees that the provisions of this Agreement are fair and equitable, make adequate provision for the minor children, are in the best interests of the minor children of the parties, and are entered into voluntarily. This Agreement applies to all property now owned by the

parties, individually or jointly, or any property that either of them may acquire in the future.

17. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns. To the extent these provisions survive the death of a party, they may become a claim against the estate of that party upon that party's death.

18. FUTURE LITIGATION

In the event it becomes necessary for either party to initiate legal proceedings to procure the enforcement of any provision of this Agreement, he or she also shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

19. EXECUTION OF DOCUMENTS

The parties agree that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments or documents necessary or required in order to implement the terms of this Agreement, and the failure to do so may constitute contempt of court.

20. EXISTING OBLIGATIONS AT DEATH

The parties agree that all alimony and/or child support or other payments which may be owing by one party to the other at the time of the obligor's death shall survive the obligor and shall be debts or obligations binding upon and payable by the estate, heirs and personal representatives as if the decedent were still living.

IN WITNESS WHEREOF, the parties have set their signatures.

DONALD BARRY SAFER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, the undersigned, a notary public in and for said county and state, the said Donald Barry Safer with whom I am personally acquainted and who acknowledged he had read the foregoing document and that its contents were true and accurate to the best of his knowledge, information and belief.

Sworn to and subscribed before me this 11th day of November, 1993.

NOTARY PUBLIC

My commission expires: My Commission Expires Sept. 16, 1996.

ELIZABETH ANN LEGETT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the said Elizabeth Ann Legett with whom I am personally acquainted and who acknowledged that she had read the foregoing document and that its contents were true and accurate to the best of her knowledge, information and belief.

Sworn to and subscribed before me this 17th day of NOVEMBER, 1993.

NOTARY PUBLIC

My commission expires: My Commission Expires May 25, 1995.

IT IS FURTHER ORDERED that the child support unless specifically ordered by the Court shall not be reduced or prorated.

IT IS FURTHER ORDERED that upon the signing of this Order the attorney for the Defendant is relieved of his duties as attorney of record for the Defendant in this cause.

IT IS FINALLY ORDERED that the costs of this cause over and above the initial cost of filing shall be taxed to the Husband, for which amount let execution issue if necessary.

The current address of the Plaintiff is: 124 Allendale Drive, Nashville, Tennessee 37205.

The current address of the Defendant is 8467 Poplar Creek Road, Nashville, Tennessee 37221.

ENTER this 18th day of February, 1994.

JUDGE

APPROVED FOR ENTRY:

JOHN D. KITCH, #4569
KITCH & GARMAN
Attorney for Plaintiff
Suite 305, 2300 Hillsboro Road
Nashville, Tennessee 37212
(615) 385-9911/Fax 385-9123

CERTIFICATE OF SERVICE

The undersigned certifies that he has sent a copy of the foregoing document to the Defendant, Elizabeth Ann Legett, 8467 Poplar Creek Road, Nashville, Tennessee 37221 this 18th day of February, 1994.

JOHN D. KITCH, #4569

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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 18 day of FEBRUARY, 19 94, in the Case Number 93D1090 between DAVID DONALD BARRY Plaintiff, and LESLIE ELIZABETH ANN Defendant, as same remains of record in Book 2260, Page 1819 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 28 day of FEBRUARY in the year one thousand nine hundred and ninety-four and in the 218th year of American Independence.

RICHARD R. ROOKER, Clerk,

By D. Boling
Deputy Clerk

SEAL