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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE,

AT NASHVILLE 1991 JAN 11 PM 2:11

GEORGE L. ROOKER, CLERK

BOOK 9339 PAGE 775

TONYA JO DAVIS WARD,

Plaintiff,

vs.

STEVEN EUGENE WARD,

Defendant.

No. 90D-2995

FINAL DECREE OF DIVORCE

This cause came on for hearing on this the 11th day of Jan, 1991, before the Hon. Muriel Robinson-Rice, Circuit Court Judge, upon the pleadings, the parties' Marital Dissolution Agreement which has been filed in this cause, the testimony of the Plaintiff in open Court, and in fact, upon the record as a whole, from all of which it appears to the Court that the Complaint for Divorce was filed on the 20th day of September, 1990, and that more than 90 days have passed from the date of filing of said Complaint, and further, it appearing that the parties' Marital Dissolution Agreement is proper in all respects and is fair and equitable to both the parties, and that same should be approved; and further, it appearing that the Plaintiff should be granted an absolute divorce from the Defendant on the grounds of irreconcilable differences,

It is, accordingly, ORDERED, ADJUDGED and DECREED as follows:

1. The Plaintiff, Tonya Jo Davis Ward, is hereby awarded an absolute divorce from the Defendant, Steven Eugene Ward, on the grounds of irreconcilable differences, and the parties are restored to all of the rights and privileges of unmarried persons.

2. The parties' written Marital Dissolution Agreement which has been heretofore filed in this cause, is hereby approved and incorporated into this Final Decree of Divorce the same as if copied herein verbatim, and same is hereby made the Order of this Honorable Court.

3. The costs of this cause are to be paid by the Plaintiff.

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

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D.C.

TONYA JO DAVIS WARD,

Plaintiff,

vs.

No. 90DR-2995

STEVEN EUGENE WARD,

Defendant.

BOOK 9339 PAGE 776

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between TONYA JO DAVIS WARD, hereinafter called Wife; and STEVEN EUGENE WARD, hereinafter called Husband;

W I T N E S S E T H:

WHEREAS, the parties were married on or about the 14th day of December, 1985, in Davidson County, Tennessee. The parties are the parents of one minor child, Brandi Jo Ward, whose date of birth is February 2, 1990.

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings, same being captioned above; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, custody and visitation rights, support and maintenance obligations and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. As set forth above, the parties have one minor child and it is agreed that the Wife shall have custody of the parties' minor child, whose name and date of birth is set forth above. Said

custody is subject to the liberal and reasonable visitation rights of the Husband.

2. The Husband shall pay child support to the Wife in the amount of $140.00 on the 15th and the 30th day of each month, until Brandi obtains the age of eighteen (18), and if still in high school when she turns eighteen (18), then when she graduates from high school, or the class of which she is a member graduates, pursuant to Tenn.Code Ann. § 34-1-101(b). This amount represents 21% of the husband's net income, and is commensurate with the Uniform Child Support Guidelines.

3. The parties jointly own a parcel of real estate in Davidson County, Tennessee located at: 319 Cumberland Avenue, Madison, Tennessee. The parties agree to sell their house and lot, and after payment of sales commissions and the mortgage and all indebtedness on the house, all proceeds will be divided equally between the parties, with the Wife receiving at a minimum of $1,500.00, which represents her equity in said property at the time this Agreement is executed.

Husband will remain in physical possession of said real property and will pay all debts and mortgages associated with the house until it is sold. Further, Husband shall be responsible for all maintenance of the house and real property until it is sold.

Husband shall indemnify and hold the wife harmless from all debts and mortgages associated with the real property until it is sold. Husband shall pay all taxes and insurance premiums associated with said real property.

4. The Wife shall have as her sole and exclusive property, the following:

a. 1987 Mercury Cougar; and

b. Any and all personal property of any kind titled in the Wife's name solely or in her sole possession as of the date of her execution of this Agreement, unless a contrary provision is contained herein.

5. The Husband shall have as his sole and exclusive property, the following:

a. 1980 Mercury Capri; and

b. Any personal property of any kind titled in the Husband's name solely or in his sole possession as of the date of his execution of this Agreement, unless a contrary provision is contained herein.

6. Each party shall be responsible for payment of any and all debts incurred in his or her name solely and any and all debts secured by or relating to property awarded to him or her pursuant to the terms of this Agreement, unless a contrary provision is contained herein. Husband shall be responsible for the debt associated with his vehicle, and Wife shall be responsible for the debt associated with her vehicle to Ford Motor Credit.

Husband shall also be solely responsible for the joint indebtedness to Collateral Mortgage, LTD., which pertains to the house and lot located at 319 Cumberland Avenue, Madison, Davidson County, Tennessee, and MasterCard.

Wife shall be responsible for the debts to For Women Only Health Spa and Caster Knott.

7. Each shall be responsible for payment of their respective attorney's fees for services rendered in this cause.

8. It is agreed that the Wife shall continue to maintain health insurance on the parties' minor child which is currently in effect. In the event the Wife changes her employment or loses her health insurance with her current employer for the child, the Husband shall immediately assume and maintain health insurance on the parties' minor child. All health, medical, dental, and optical expenses not covered by the Wife's health or applicable insurance shall be divided and paid equally between the parties.

9. It is agreed that the Husband will secure and maintain life insurance coverage on his life in the minimum amount of $50,000.00, and shall name the parties' minor child as irrevocable beneficiary thereof.

The Husband's obligation to continue this insurance in full force and effect shall continue until the Husband is no longer liable for child support.

The Husband hereby agrees to provide the Wife written confirmation of the above-referenced policy or policies within 15 days after securing same.

Further, the Husband hereby agrees to execute and deliver to the Wife such written authorizations as are necessary to permit her to contact the insurance company or companies directly which provide coverage relative to satisfying the life insurance obligations imposed herein. The Husband is obligated to cause the company or companies issuing the necessary coverage to contact the Wife directly, in writing, relative to the issuance of said policy and the continuing validity thereof. The Husband hereby acknowledges that should he fail to provide life insurance as required herein, the claim of the Wife or the parties' child relative to his failure to provide coverage shall represent a priority claim against his lifetime will be subject to being set aside to the extent of his life insurance obligation.

10. Each party shall retain their respective interest in his or her own retirement benefits or pension accounts.

11. It is agreed that the Wife shall be allowed to deduct the minor child for purposes of federal income taxes.

12. It is agreed that the Wife shall be responsible for payment of court costs incurred in this cause.

13. It is agreed that should either party be compelled to pay any debt contracted or incurred by the other party or which should be paid by the other party pursuant to the terms of this Agreement, the party for whose benefit such payment is made agrees to indemnify and hold the other party harmless from any and all liability for such indebtedness and to reimburse the other party, including any interest and legal expenses paid by the other party either in defending the claims of the creditor or otherwise, personal bankruptcy notwithstanding.

14. Each party to this Agreement will be responsible for his or her own tax consequences brought about by the division of any property pursuant to this Agreement.

15. It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

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

17. 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 party'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 owned by the Wife or Husband, individually or jointly, or any property that either of them may acquire in the future.

18. It is understood and agreed between the parties that, from and after the date of the execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments are made will indemnify the other to the full extent of the amount paid, including any interest and legal expenses incurred, if any.

19. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

20. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

21. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

22. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties.

23. The parties hereby agree that this instrument contains the full and final agreement of the parties and same may be incorporated into any Final Decree of Divorce which may be entered by this Honorable Court and shall become a part of said Final Decree as fully and completely as if copied verbatim therein. Further, the parties specifically agree that this Marital Dissolution Agreement may be used by the Court as a partial basis for awarding by the Court of a divorce on the grounds of irreconcilable differences.

24. Further, the parties agree that no side agreements shall be valid unless executed in writing and signed by each of the parties. No modification or waiver of any of the terms herein shall be valid unless in writing and signed by each of the parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of a same or similar nature.

25. Each party agrees that, upon the execution of this Agreement, each immediately loses any right to share in the assets of the other's estate. Further, each agrees specifically that

neither he nor she will serve as personal representative of the other's estate.

26. It is acknowledged by both parties to this Agreement that Terry A. Fann is the attorney for Tonya Jo Davis Ward solely in this cause of action, and that he has not rendered any legal advice to Steven Eugene Ward of any kind relative to this Agreement or the cause of action pending in Davidson Circuit Court No. 90DR-2995. Steven Eugene Ward hereby acknowledges that he understands his right to have an attorney represent him in this cause of action and relative to this Agreement, and that he has chosen not to hire an attorney for such purposes.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party, with the third copy being tendered to the Court as part of any Final Decree of Divorce between the parties. This Agreement is executed on this the 13th day of December, 1990, as to the Wife; and on this the 12th day of December, 1990, as to the Husband.

Tonya Jo Davis Ward
Tonya Jo Davis Ward, Wife

Steven Eugene Ward
Steven Eugene Ward, Husband

STATE OF TENNESSEE)
:
RUTHERFORD COUNTY)

On this the 13th day of December, 1990, before me personally appeared TONYA JO DAVIS WARD, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing Marital Dissolution Agreement, and who acknowledged that she executed the same as her free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Murfreesboro, Tennessee.

Patricia S. Davis
Notary Public

My commission expires: 8-22-94.

ENTER, on this the 11th day of Jan, 1994.

Circuit Court Judge

APPROVED FOR ENTRY:

TERRY A. FANN (BRP# 12968)
Attorney for Plaintiff
WALDRON AND FANN
202 West Main Street
Murfreesboro, TN 37130
615-890-7365

Tonya Jo Davis Ward
Tonya Jo Davis Ward,
Plaintiff

Steven Eugene Ward
Steven Eugene Ward,
Defendant

MAIL ENV.

48348
IDENTIFICATION REFERENCE

94 MAY 10 AM 9:45
FELIX ... REGISTER
DAVIDSON COUNTY, TN.

4206 05/10 0101 01CASH
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STATE OF TENNESSEE)
:
Davidson COUNTY)

On this the 12 day of December, 1990, before me personally appeared STEVEN EUGENE WARD, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing Marital Dissolution Agreement, and who acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Nashville, Tennessee.

Sandra Raymond
Notary Public

My commission expires: My Commission Expires May 23, 1994.

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 _11 day of _JANUARY , 19 _91 , in the Case Number _9002995 between _WARD, TONYA JO DAVIS Plaintiff, and _WARD, STEVEN EUGENE Defendant, as same remains of record in Book 1990 , Page _00769 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 _14 day of _APRIL in the year one thousand nine hundred and _ninety-four and in the _210th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

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