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BOOK 9384 PAGE 337

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

P. Eddings

MELINDA CECIL McBRIDE	)	
	)	
VS.	)	**NO. 91D-1052**
	)	
HARMON HURLEY McBRIDE, JR.	)	

FINAL DECREE

This cause came on to be heard this 21st day of August, 1992, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the complaint for absolute divorce filed by the wife, signed and notarized marital dissolution agreement having been filed with the Court, and testimony of the wife, statement of counsel for the wife, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage, and a divorce should be granted.

It is, therefore, **ORDERED, ADJUDGED, and DECREED** that the wife, Melinda Cecil McBride, be and hereby is awarded an absolute divorce from the husband, Harmon Hurley McBride, Jr., on the ground of irreconcilable differences, Tennessee Code Annotated § 36-4-103, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to Tennessee Code Annotated § 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties. The Court hereby approves the marital dissolution agreement, and the same is hereby incorporated in words and figures as follows:

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IDENTIF. ↑ REFERENCE
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FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.
RECORDERS MEMO
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BK 9384

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

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MELINDA CECIL McBRIDE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 91D-1052
	)	
HARMON HURLEY McBRIDE, JR.,	)	
	)	
Defendant.	)	

D. Eldridge

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between MELINDA CECIL McBRIDE and HARMON HURLEY McBRIDE, subject to the following premises, terms and conditions:

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Mrs. McBride instituted divorce proceedings against Mr. McBride on March 19, 1991, same being Civil Action No. 91D-1052 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, support 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 and other matters of concern.

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

1. There are no children born of this marriage and none are expected. Consequently, this Agreement makes no provision for child custody or child support.

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2. The parties have previously divided their items of household furniture, furnishings, and personal effects as identified on Exhibit A attached hereto and incorporated herein by reference. Mr. McBride shall receive as his sole and separate property all items in the list under the name "Harmon" and Mrs. McBride shall receive as her sole and separate property all items in the list under the name "Melinda". In addition, each party shall receive as his or her own sole and separate property their respective items of clothes, jewelry, and personal effects.

3. Mrs. McBride shall receive as her sole and separate property the 1985 Oldsmobile Cutlass Supreme automobile which is driven by her. Mrs. McBride hereby assumes sole and separate responsibility for paying all costs, expenses, and liabilities associated with the operation of said automobile, including, but not limited to, registration fees, insurance, and maintenance and repairs, and she shall hold Mr. McBride harmless from any liability therefor. There is no indebtedness owed against said automobile. Mr. McBride will sign any documents necessary to transfer title to said automobile into the sole name of Mrs. McBride upon the granting of the Final Decree of Divorce.

4. Mr. McBride shall receive as his sole and separate property the 1990 Honda Accord automobile which is driven by him. Mr. McBride hereby assumes sole and separate responsibility for paying all costs, expenses, and liabilities associated with the operation of said automobile, including, but not limited to, payment of the indebtedness secured by a lien against the automobile, registration fees, insurance, and maintenance and repairs, and he shall hold Mrs. McBride harmless from any liability therefor. Mrs. McBride shall sign any documents necessary to transfer title to the Honda Accord into the sole name of Mr. McBride upon the granting of the Final Decree of Divorce.

5. Mrs. McBride shall receive as her sole and separate property the shares of Tuesday Morning stock in her name.

6. The parties have a joint checking account at First American Bank in Nashville, Tennessee. Mr. McBride shall receive as his sole and separate property any funds on deposit in said joint checking account. As of the signing of this Agreement, the parties will sign any documents necessary to close the joint checking account or have Mrs. McBride's name removed therefrom. In addition, each party shall receive as his or her own sole and separate property any and all funds on deposit in any checking, savings, money market, or like monetary account in his or her individual name.

7. The parties have a share account at the Tennessee Teachers Credit Union in their joint names. As of the signing of this Agreement, Mrs. McBride shall receive $3,000.00 from said joint Credit Union account as her sole and separate property. All of the remaining funds in the account will be the sole and separate property of Mr. McBride. After Mrs. McBride receives her $3,000.00 as a division of property, her name will be removed from the account.

8. Mr. McBride shall receive as his sole and separate property, free and clear of any claim by Mrs. McBride, the following assets:

(a) The IRA account at Tennessee Teachers Credit Union in the name of Mr. McBride, account #2677465361;

(b) The John Hancock Life Insurance Dividends, being account #60933749;

(c) The cash surrender value in the two John Hancock Life Insurance Policies on Mr. McBride's life, being policies #60-933-749 and #62-724-707;

(d) All funds on deposit in the retirement plan in Mr. McBride's name with the Metro Board of Education;

(e) The VALIC annuity in the name of Mr. McBride, being account #8484471;

(f) The VALIC annuity in the name of Mr. McBride, being account #2552911.

9. Mrs. McBride shall receive as her sole and separate property the marital residence located at 8060 Sawyer Brown Road, Nashville, Davidson County, Tennessee (hereinafter the "Sawyer Brown Road residence"). Mr. McBride shall have the right to continue living in the Sawyer Brown Road residence for up to one (1) year following the granting of the Final Decree of Divorce. Mr. McBride shall not be required to continue living in the house for the entire one year period, but he may do so as long as he so chooses during that period of time. If Mr. McBride intends to vacate the Sawyer Brown Road residence, then he shall give Mrs. McBride reasonable notice, or as much notice as he has if he is transferred to another city. As long as Mr. McBride is living in the Sawyer Brown Road residence, he shall be solely and separately responsible for paying the first and second mortgages, including escrow, taxes, and insurance, utilities and regular maintenance and repairs and shall hold Mrs. McBride harmless from any liability therefor. As long as Mr. McBride is living in the residence and paying the mortgages, he shall be entitled to claim all deductions related to the house. If there are any major repairs such as capital improvements, new heating or air conditioner, roof repair, etc. during the time Mr. McBride is living in the house then Mr. McBride will pay 25% and Mrs. McBride will pay 75% of said costs. When Mr. McBride vacates the Sawyer Brown Road residence then Mrs. McBride shall be solely and separately responsible for payment of all costs, expenses, and liabilities associated with said residence except the second mortgage to Tennessee Teachers Credit Union and including, but not limited to the first mortgage, including taxes, escrow and insurance, utilities, and maintenance and repairs and she shall hold Mr. McBride harmless from any liability therefor. Mr. McBride shall be solely and separately responsible for paying the second mortgage owed to Tennessee Teachers Credit Union and he shall hold Mrs. McBride harmless from any liability therefor.

10. Mr. McBride shall be solely and separately responsible for paying all of the parties' joint credit card debts which are:

(a) NES loan;

(b) First American Personal Line of Credit;

(c) Maas Bros. Dept. Store;

(d) Texaco;

(e) Mastercard; and

(f) USAA Visa

All of the joint accounts will be closed as of the date of the signing of this Agreement and neither party will make any charges after that date.

11. There shall be no alimony or spousal support paid by either party to the other party.

12. Each party shall be responsible for maintaining his or her own medical insurance coverage and for paying his or her own uninsured medical costs and expenses.

13. Each party shall pay his or her own attorney for services rendered in connection with the divorce proceedings pending in the Fourth Circuit Court for Davidson County, Tennessee and in connection with the preparation and negotiation of this Agreement.

14. Mr. McBride shall pay all court costs associated with the divorce proceedings pending in the Fourth Circuit Court for Davidson County, Tennessee.

15. Except as otherwise provided herein, Mr. McBride agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and further agrees to hold Mrs. McBride harmless from any liability for such debts. Except as otherwise provided herein, Mrs. McBride agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and further agrees to hold Mr. McBride harmless from any liability for such debts. Additionally, the parties

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agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

16. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. §523(5) which is not dischargeable in bankruptcy as to the other party.

17. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which the other party is responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

18. In the event it becomes reasonably 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.

19. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

20. 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'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 now owned by Mrs. McBride and Mr. McBride, individually or jointly, or any property that either of them may acquire in the future.

21. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

23. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

24. Each party represents to the other and acknowledges that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in 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 and with advice of counsel.

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

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

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

28. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

THIS AGREEMENT is executed in triplicate and an original of same is being retained by each party. The third original will be tendered to the Court as part of the Final Decree of Divorce between the parties.

HARMON MCBRIDE

MELINDA MCBRIDE

3K 9384

REC

OFF

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Kathy A. Smith, a Notary Public in and for the aforesaid State and County, HARMON MCBRIDE, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 13th day of July, 1992.

Kathy A. Smith
Notary Public

My commission expires: 11-27-93

STATE OF FLORIDA)
COUNTY OF Pinellas)

Personally appeared before me, David B. Brucker, a Notary Public in and for the aforesaid State and County, MELINDA MCBRIDE, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Port Richey, Florida this 29 day of June, 1992.

David B Brucker
Notary Public

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: March 3, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

9110M/06-11-92

It is **ORDERED, ADJUDGED, and DECREED** that all provisions of said marital dissolution agreement are hereby approved and made the judgment of the Court.

It is further **ORDERED, ADJUDGED and DECREED** that the divorce complaint be and is hereby amended to reflect the place of birth of the Husband as being Walton County, Florida.

It is further **ORDERED, ADJUDGED, and DECREED** that all of the husband's right, title, and interest in and to the real property of the parties located at 8060 Sawyer Brown Road in Nashville, Davidson County, Tennessee, shall be divested out of the husband, Harmon Hurley McBride, Jr., and shall be vested solely in the name of the wife, Melinda Cecil McBride. Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 9 on the plan Section One, Harpeth Park, of record in Book 3600, page 92, Register's Office for Davidson County, Tennessee, for said County.
>
> SAID Lot No. 9 fronts 90.0 feet on the easterly margin of Sawyer Brown Road and extends back between parallel lines 170.0 feet to a dead line in the rear.
>
> BEING the same property conveyed to Harmon H. McBride, Jr., and wife, S. Melinda McBride, by deed from F. Diane Wilkerson of record in Book 5297, page 952, Register's Office for Davidson County, Tennessee.
>
> Melinda Cecil McBride and S. Melinda McBride are one and the same person.

The husband shall pay the costs of this cause for all of which execution may issue, if necessary.

ENTER this 28th day of August, 1992.

JUDGE

APPROVED FOR ENTRY:

L. R. DeMARCO
Attorney for Wife
Supreme Court Reg. No. 2652
Suite 400, Washington Square
214 Second Avenue North
Nashville, TN 37201-1602
(615) 256-6681

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Ms. Pamela A. Taylor, Farris Warfield & Kanaday, Third National Financial Center, 424 Church Street, Suite 1900, Nashville, TN 37219-2387, this 21st day of August, 1992.

L. R. DeMarco

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

STATE OF TENNESSEE

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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 _28 day of _AUGUST , 19 _92 , in the Case Number _91D1052 between _MCBRIDE, S. MELINDA CECIL Plaintiff, and _MCBRIDE, HARMON HURLEY JR. Defendant, as same remains of record in Book 209A , Page _164 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 _21 day of _JUNE in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL