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GEORGE L. ROGERS, CLERK
By Lynn Ford D.C.

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JULIA ANN WARNACK MALONE,
1612 Elizabeth Road
Nashville, TN 37218

v.

WILLIAM BARRY MALONE
317 Harris Street
Madison, TN 37115

NO. 91D-854

BOOK 9502 PG 347

FINAL DECREE

This cause came on to be heard on the 20th day of June, 1991, before the Honorable James R. Everett, Jr., Judge of the Probate Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by the plaintiff and upon the Marital Dissolution Agreement presented to the Court. Upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the parties are hereby declared divorced in accordance with T. C. A. 36-4-129 and are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to T.C.A. Sec. 34-4-103(b) the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties, custody and control of the minor children and any issue of alimony or support payments to be paid by either party.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the Marital Dissolution Agreement settling, adjusting and compromising the property rights, custody of the minor child, and all matters arising by reason of the marital relationship signed by the parties is in words and figures as follows:

MARITAL DISSOLUTION AND CHILD CUSTODY AND SUPPORT AGREEMENT

This agreement, made and entered into on this 28th day of February, 1991, by and between Julia Ann Warnack Malone, hereinafter referred to as "Wife", and William Barry Malone, hereinafter referred to as "Husband", both residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and the wife has filed with the Circuit Court of Davidson County, Tennessee, a Complaint for Absolute Divorce; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested;

NOW, THEREFORE, in consideration of the promises and covenants herein recited, and in settlement inter se of their child custody and support rights and obligations, and in settlement, division and distribution of their respective property rights and property interests, and in settlement, satisfaction and release of all marital rights and obligations of each party, including the obligations of either for the support of the other by reason of the existing marital relationship, the parties of their own accord but without collusion have agreed as follows:

I. CUSTODY AND SUPPORT OF CHILDREN

1. Custody of the minor child of the parties, Kristy Renee Malone, shall be joint with the wife having primary physical custody of the minor child.

2. The father shall have reasonable visitation with the minor child of the parties, consisting of the father's days off from work. The father is to give the mother at least fourteen days' notice if there is any change in his work schedule, so as to effect said visitation. The parties shall alternate major holidays, with Christmas vacation of 1991, from the day school is out until 9:00 p.m. Christmas Eve to be spent with the father, the remainder of the child's Christmas vacation being spent with the mother. Thanksgiving of 1991 will be as follows: Thanksgiving Day will be spent with the mother and the Friday after Thanksgiving will be spent with the father. Major holidays shall alternate from year to year.

3. The father shall pay $200.00 each month as child support directly to the mother. Said child support is due on the first day of the month, with the first payment being due on the first day of the month following execution of this agreement. Father will further provide dental and medical insurance on the minor child through his employment. The husband shall have the right to the income tax deduction for the child of the parties.

II. DIVISION AND DISTRIBUTION OF PROPERTY

1. The home of the parties, at 1612 Elizabeth Road, Nashville, Tennessee 37218, held in their joint names, will be divested from the husband and vested entirely in the wife. Husband agrees to execute any documents necessary to effectuate said transfer. Wife will assume mortgage payments on said home, and hold husband harmless from same. Wife agrees to execute any documents necessary to effectuate same. Said real property is further described as follows:

> Being Lot No. 16 on the Map of J. J. Holzapfel's Subdivision, described according to a survey

by Watkins & Murray, dated March 2, 1945 as follows:

Being on the southerly margin of Elizabeth Street at the northeast corner of the property conveyed to James C. Pickett and wife, by deed from L. I. Overstreet and wife, of record in Book 1913, page 23, said Register's Office, being the corner of Lots Nos. 15 and 16; thence with the line between said two lots, southwardly 156.15 feet to the northerly margin of Ashton Avenue; thence with said Avenue, eastwardly 99 feet to the corner of Lots Nos. 16 and 17; thence with the line between said two lots, northwardly 156.15 feet to the southerly margin of Elizabeth Street; thence with said Street, westwardly 99 feet to the beginning.

Being the same property conveyed to Russell C. Warnack and wife, Janie M. Warnack by deed from Troy Parchman and wife, Vera K. Parchman of record in Book 5236, page 266, Register's Office for Davidson County, Tennessee. The said Russell C. Warnack and wife, Janie M. Warnack both having since died. Janie M. Warnack having predeceased Russell C. Warnack. And being the same property devised to Julie Ann Malone by the Last Will and Testament of Russell Clyde Warnack.

Julie Malone and Julia Ann Malone are one and the same person.

2. The husband shall receive from the home of the parties the following: desk and chair; computer table; computer; computer printer; gun rack; gun cabinet; guns; filing cabinet; portable telephone; squirrel tree; tools; large television; stereo; one videocassette recorder; VCR tapes; VCR tape cases; riding lawnmower; trailers; wheelbarrow; Coca-cola ice chest; pool table; small refrigerator; air compressor; grill; small television table; central unit. All other property in the home of the parties shall be vested in the wife.

3. All marital property has been divided and all personal property in the sole possession of wife shall remain the sole and separate personal property of wife. All property in the possession of the husband shall remain the sole and separate personal property of husband.

III. EXISTING DEBTS AND OBLIGATIONS

1. The husband will pay all credit card bills of the parties, owing by them at the time of the signing of this Marital Dissolution and Child Custody Agreement, and the parties agree that these are in the approximate total amount of $4,000.00.

2. Husband shall be solely responsible for all debts and obligations incurred separately by him after date of separation; wife shall be solely responsible for all debts and obligations incurred separately by her after date of separation.

3. Each party agrees to indemnify and hold harmless the other party from all loss and liability arising out of any debt or obligations herein agreed to be the sole responsibility of the indemnifying party.

4. Each party shall have and may claim the benefit of the income tax withheld from his or her separate wages for the year 1990, and any estimated income tax paid with respect to his or her separate income for all wages and income separately received by each party during the year 1990. Neither party shall claim the benefit of taxes withheld from or estimated tax payments made with respect to the 1990 income of the other party, and each party shall be solely liable for all income taxes imposed with respect to his or her separate income during the year 1990.

IV. OTHER AND GENERAL PROVISIONS

1. Each party shall pay the fees and expenses of his or her own attorney for services rendered in connection with this agreement and divorce action now contemplated by the parties, and neither party shall be responsible for any such fees or expenses incurred by the other party. All court costs of the divorce will be split equally between the parties and if either party has overpaid, any refund from the Court shall be split equally between the parties.

2. It is acknowledged that this agreement shall be submitted to and in all respects shall be subject to the approval of the Court before which parties' action for divorce may be pending, and the execution of this agreement by each party signifies his and her consent to submit to the jurisdiction of said court; and it is stipulated that in the event this agreement is so approved and the existing bonds of matrimony be dissolved, this entire agreement shall be incorporated in the final order or decree of divorce.

3. It is understood and agreed by and between the parties that this agreement is entered into without any undue influence, fraud, coercion or misrepresentation for any reason not herein stated. Each party acknowledges that he or she knows the extent of the value of all marital assets, debts and obligations, that they have read this agreement, that it is fair and equitable, and it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have hereunto signed and acknowledged this agreement on the day and year first above written.

/s/Julia Ann Warnack Malone
JULIA ANN WARNACK MALONE

/s/William B. Malone
WILLIAM B. MALONE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, in and for said county, Julia Ann Warnack Malone, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledges that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 28th day of February, 1991.

/s/Beverly J. Perkerson
NOTARY PUBLIC

My Commission Expires: 9/26/92

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, in and for said county, William Barry Malone, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledges that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 28th day of February, 1991.

/s/Beverly J. Perkerson
NOTARY PUBLIC

My Commission Expires: 9/26/92

The Marital Dissolution Agreement is approved by the Court in all respects and made a part of the order of this Court. The Court finds that the agreement is sufficient and provides for the equitable division of the property rights between the parties.

Enter this 20 day of June, 1991.

JUDGE JAMES R. EVERETT, JR.

APPROVED FOR ENTRY:

EDWARD L. HILAND #5778
Attorney for Plaintiff
Washington Square, Suite 204
214 Second Avenue, North
(615) 256-4747

BOOK 9502 PG 352

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 PROBATE Circuit Court for Davidson County, Tennessee, on the 20 day of JUNE , 19 91 , in the Case Number 91D854 between MALONE, JULIA ANN WARNACK Plaintiff, and MALONE, WILLIAM BARRY Defendant,

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as same remains of record in Book 062A , Page 00397 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 26 day of OCTOBER in the year one thousand nine hundred and ninety-four and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk

By _____ Deputy Clerk

SEAL

PICK-UP

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IDENTIFICATION REFERENCE