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

95 JAN -3 PM 2:23

CLERK

D.C.

LYNN W. SIMPLER, Plaintiff, S.S. [redacted]3-6309	)	
vs.	)	No. 94D-3483
STEVEN H. SIMPLER, Defendant. S.S. [redacted]2-9047	)	BOOK 9613 PG 804

FINAL JUDGMENT OF DIVORCE

This cause came to be heard on the 3rd day of January, 1995, before the Honorable Muriel Robinson , Judge, upon the Complaint for Divorce filed on September 27, 1994, personal service of process on the Defendant having been waived, the parties' Marital Dissolution Agreement (signed by Plaintiff on September 26, 1994 and by Defendant on September 26, 1994), the sworn testimony of the Plaintiff in open court, statements of Plaintiff's attorney and the entire record herein; from all of which the Court finds that the allegations of the Complaint are sustained by the proof; that is, that the parties have irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the custody and maintenance of the parties' minor children and for the equitable settlement of any and all property rights between the parties. The Court further finds pursuant to T.C.A. § 36-5-101(e)(1) that application of the child support guidelines as provided in that subsection would be unjust or inappropriate in this particular case at this time, in order to provide for the best interests of the children and the equity between the parties, due to the fact that Husband's income is approximately four (4) times that of Wife.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, Mary Lynn Woodward Simpler, is awarded an absolute divorce from the Defendant, Steven Houston Simpler, and the parties are restored to all of the rights and privileges of unmarried persons.

FOURTH CIRCUIT

FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1994 SEP 27 PM 1:33

RICHARD R. ROOKER, CLERK

BOOK 9613 PG 805

LYNN W. SIMPLER,

Plaintiff,
S.S. [redacted]-6309

vs.

STEVEN H. SIMPLER,

Defendant.
S.S. [redacted]-9047

No. 94D-3483

MARITAL DISSOLUTION AGREEMENT

This agreement, made and entered into by and between Mary Lynn Woodward Simpler, hereafter referred to as "Wife", and Steven Houston Simpler, hereafter referred to as "Husband".

WITNESSETH

WHEREAS, the parties hereto are husband and wife; and

WHEREAS, there have been three children born of this marriage, whose names and ages are as follows:

Joel Houston Simpler (d.o.b. 11/11/75;

John Woodward Simpler (d.o.b. 07/19/78; and

Anne Armor Simpler (d.o.b. 09/28/83).

WHEREAS, the parties jointly own certain property and owe certain debts; and

WHEREAS, irreconcilable differences have arisen between the parties and the Husband is aware that an action for divorce will be filed in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, by signing this Marital Dissolution Agreement the Husband waives further service and waives filing an answer to the Complaint, in accordance with T.C.A. § 36-4-103(a)(2); and

WHEREAS, the parties desire by this agreement to make an equitable division of all their property which settles and determines all claims for alimony, which divides all property, both real and personal, owned by them or either of them, and which divides responsibility for all current indebtedness incurred during the marriage, and to make adequate and sufficient provisions for the custody and maintenance of their minor children;

NOW THEREFORE, for reasons set forth and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. CUSTODY AND VISITATION. The parties shall have joint custody of their minor children. However the minor children shall live and reside with Husband. Wife shall have the right to visit the minor children and the minor children shall be allowed to visit with Wife at reasonable times and places upon reasonable notice to Husband. Visitation is for the benefit of the minor children.

2. CHILD SUPPORT. Husband shall be fully responsible for the support of the parties' minor children. Due to the fact that Husband's income is approximately four (4) times that of Wife, Wife will not contribute child support at this time.

3. CHILDREN'S MEDICAL AND DENTAL EXPENSES. Husband shall be fully responsible for all medical and dental expenses of the minor children. Husband shall obtain and maintain hospitalization and major medical insurance covering the parties' minor children. Husband shall maintain hospitalization and major medical insurance covering each minor child of the parties at all times while the child is a minor. If said hospitalization and major medical insurance is available in connection with Husband's employment and Husband's employment terminates, Husband shall obtain and maintain other medical and hospitalization insurance covering the parties' minor children. Husband shall furnish to Wife the name of the insurance company, the group number (if said policy is a group policy) and the policy number. Husband shall furnish to Wife all documents necessary for the submission of claims for benefits under said insurance. Husband shall, upon Wife's demand, exhibit to Wife evidence that the said insurance is in full force and effect. Husband shall pay all medical and dental expenses not covered by said insurance, including, but not limited to, deductibles and co-insurance payments. Medical expenses include eyeglasses.

4. LIFE INSURANCE FOR BENEFIT OF CHILDREN. Husband shall obtain and maintain life insurance on himself in the face value of Two Hundred Fifty Thousand Dollars ($250,000.00) and shall designate and maintain Wife as the beneficiary for the use and

benefit of the minor children until the parties' youngest child reaches the age of eighteen (18) years. If said life insurance is available in connection with Husband's employment and Husband's employment terminates, Husband shall obtain and maintain other life insurance in the face value of at least Two Hundred Fifty Thousand Dollars ($250,000.00) and shall designate and maintain Wife as the beneficiary for the use and benefit of the minor children until the parties' youngest child reaches the age of eighteen (18) years. Husband shall not pledge, borrow against or encumber said insurance policies. For each and every life insurance policy which Husband is required by this marital dissolution agreement to acquire and maintain, Husband shall give to Wife the name and address of the insurance company which issues the policy, the policy number and the name and address of the insurance agent through whom the policy is obtained. Husband shall, upon Wife's demand, exhibit to Wife evidence that the said insurance is in full force and effect, and that Wife is the sole beneficiary as required above.

5. RETIREMENT BENEFITS. Husband shall designate and maintain Wife as beneficiary of his retirement benefits with his current employer, Belmont University, for the use and benefit of the minor children. Husband shall designate and maintain Wife as beneficiary of all other retirement benefit plans in which he participates, including but not limited to, retirement benefit plans provided in connection with his current employment at Belmont University, and retirement benefit plans provided in connection with all subsequent employment, for the use and benefit of the minor children. In the event of Husband's death, all benefits payable by the Belmont Plan provided in connection with Husband's current employment at Belmont University and all benefits payable by any and all other retirement benefit plans in which Husband participates shall be paid to Wife for the use and benefit of the parties' minor children, John Woodward Simpler and Anne Armor Simpler. Husband shall, upon Wife's demand, exhibit to Wife evidence that Wife is the sole beneficiary of the Belmont Plan provided through Belmont University, and any and all other retirement benefit plans in which Husband participates, for the use

and benefit of the minor children. The children's address is 6589 Jocelyn Hollow Road, Nashville, Tennessee 37205. Husband's obligations with respect to retirement benefits, as stated in this paragraph, terminate when the parties' youngest child reaches the age of eighteen (18) years.

6. DEPENDENCY EXEMPTION. Wife shall sign and furnish to Husband a written declaration that she will not claim the parties' minor children as dependents on her federal income tax returns for the taxable year of 1994 and all years subsequent thereto.

7. ALIMONY. It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future, except as provided in paragraph 12 following.

8. PERSONAL PROPERTY. The following items shall be the sole and separate property of Wife, and Husband relinquishes and is divested of all rights to and ownership of said property: (1) king size bed and coverings; (2) Two (2) bedside tables; (3) French blue bureau, four (4) drawer; (4) rectangular ottoman and matching small dressing chair; (5) blue bureau from Sweetwater, Texas; (6) corner cabinet; (7) cherry wood desk; (8) cherry wood five (5) drawer bureau; (9) two (2) double bed futons; (10) One (1) quilted sofa; (11) one (1) pastel Durrhie rug; (12) one-half (1/2) of all sterling silver serving pieces; (13) antique mirror; (14) library table; (15) Eden Texas rocking chair; (16) wingback chair; (17) such perennial flowers Wife has planted at the residence, to be removed in a reasonable manner at such times as Wife may choose.

The parties have otherwise heretofore divided their personal property between themselves. All furniture, furnishings and personal effects not heretofore mentioned and presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects not heretofore mentioned and presently in the possession of Husband shall be his sole and separate property.

9. AUTOMOBILES. The 1994 Nissan Altima (VIN # IN4BU31D2RC187534), which is titled in Husband's name, shall be vested solely in Husband, and Husband shall be fully responsible

for the payment of the indebtedness due on said automobile and shall indemnify and hold Wife harmless on the same. Wife shall execute any and all documents necessary to transfer title of said automobile to Husband. The 1984 BMW 318I (VIN # WBAAK740XE8713205) and 1981 Mercedes 240D (VIN # WDBAB23A3BB257187), which are titled in Wife's name, shall be vested solely in Wife, and Wife shall be fully responsible for the payment of the indebtedness due on said automobiles and shall indemnify and hold Husband harmless on the same. Husband shall execute any and all documents necessary to transfer titles of said automobiles to Wife.

10. BANK ACCOUNTS. The parties shall keep their respective checking accounts and savings accounts. The parties' joint checking and savings accounts shall be closed and each party shall receive one-half (1/2) of the proceeds.

11. REAL PROPERTY. The house and lot titled in the parties' names, located at 6589 Jocelyn Hollow Road, Davidson County, Tennessee, and more specifically described as Lot No. 770 on the plan of West Meade Farms, Inc., Section VIII, as of record in Book 2331, pages 14 and 15, Register's Office for Davidson County, Tennessee ("Jocelyn house") shall be vested solely in Husband. Wife shall be divested of all right, title and interest in the Jocelyn house; and all right, title and interest in said property shall be vested in Husband; provided, however, that Wife shall be granted a lien against the Jocelyn house pursuant to T.C.A. §36-4-121 to secure payment to the Wife of the sum of Thirty-five Thousand Dollars ($35,000.00). Wife's interest shall be satisfied in the following manner: (1) payment of Twelve Thousand Nine Hundred Dollars ($12,900.00) prior to the entry of the final decree in this matter; and (2) payment of the remainder when the Jocelyn house is sold or upon further agreement of the parties and recording thereof in the Register's Office for Davidson County, Tennessee. Husband agrees to maintain and/or increase the current equity in the Jocelyn house and not to encumber said property in any manner unless for the sole purpose of satisfying the lien granted Wife herein. It is further agreed that Husband shall make all mortgage payments in a timely fashion and, in the event Husband

becomes ninety (90) days or more in arrears, the Jocelyn house shall be sold and said mortgage paid off, the remainder of the proceeds to be applied first to Wife's lien as provided above, any further remainder to Husband.

12. DEBTS. Wife shall pay and continue to pay as alimony the following debts that were made during the marriage, and shall indemnify Husband and hold him harmless on any and all of said debts:

First American MasterCard (5401268743023399)	$9,959.99
American Express Optima (373762473221004)	$4,285.00
One-half (1/2) Southern Financial Loan	$1,500.00

Husband shall pay and continue to pay as alimony all other debts that were made during the marriage, and shall indemnify Wife and hold her harmless on any and all of said debts, such debts including but not limited to the following:

AT&T Universal (4783 5500 07120446) (estimated)	$5,000.00
American Express Sign & Travel (373181639221008)	$1,870.00
NBC Home Equity Loan (5456140840056297)	$8,450.00
One-half (1/2) Southern Financial Loan	$1,500.00
Dillard's (70 266 0879)	$1,000.00
Castner-Knott (28 309 495 44)	$580.00

13. ATTORNEY FEES. Each party shall be responsible for her/his own attorney fees.

14. COURT COSTS. The parties shall bear litigation tax and court costs evenly in this matter.

15. Each of the parties shall execute, acknowledge and deliver any and all instruments and documents in writing which shall reasonably be required for the purposes of effectuating the provisions and intent of this marital dissolution agreement.

16. Subject to the provisions of this marital dissolution agreement, Wife shall not at any time after execution of this marital dissolution agreement incur any debt or obligation for which Husband or his estate may be or become liable. If Wife does incur such a debt, Wife shall indemnify and hold Husband harmless to the full extent of the amount of the debt, including interest, expenses, legal expenses and attorney's fees.

Subject to the provisions of this marital dissolution agreement, Husband shall not at any time after execution of this marital dissolution agreement incur any debt or obligation for which Wife or her estate may be or become liable. If Husband does incur such a debt, Husband shall indemnify and hold Wife harmless to the full extent of the amount of the debt, including interest, expenses, legal expenses and attorney's fees.

17. Except as may otherwise be expressly provided in this marital dissolution agreement, Wife and Husband hereby waive, release, renounce, relinquish and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other or otherwise under the future laws of any jurisdiction. Except as expressly reserved to the parties in this marital dissolution agreement, each party by these presents does for herself or himself or her or his heirs, legal representatives, executors, administrators and assigns, remise, release and forever discharge the other of all claims, causes of action, demands, and rights, in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

18. In the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this marital dissolution agreement, the prevailing party shall be entitled to a judgment for reasonable expenses incurred in prosecuting such action including, but not limited to, attorney fees and court costs.

19. The parties desire that this marital dissolution agreement be incorporated as a part of any final judgment of divorce that may hereafter be entered in the Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

20. This marital dissolution agreement constitutes the entire understanding of the parties. There are no agreements or understandings between them, other than those agreements and understandings expressly mentioned in this marital dissolution agreement. This marital dissolution agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

21. The parties understand and agree that this marital dissolution agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The Husband understands that the Wife has been represented by her attorney, Daniel C. Todd, in connection with the negotiation and preparation of this marital dissolution agreement, and that said attorney, Daniel C. Todd, does not represent the Husband. Husband further acknowledges that he has read this marital dissolution agreement, that it is fair and equitable, that he has the right to consult an attorney and voluntarily has elected not to do so and enter into this agreement. Each party agrees to abide by the provisions of this marital dissolution agreement.

The parties acknowledge that Husband is a Tennessee resident. Neither personal service of process nor service of process by publication shall be required. The signing of this marital dissolution agreement by both parties before a notary public shall be in lieu of service of process and shall constitute a general appearance before the Court which shall give the Court personal jurisdiction over the defendant/Husband for the purpose of granting a divorce on the ground of irreconcilable differences.

IN WITNESS WHEREOF, Wife has signed this marital dissolution agreement on the 26 day of SEPTEMBER, 1994 and Husband has signed this marital dissolution agreement on the 26 day of September, 1994.

Date: 9-26-94

Mary Lynn Woodward Simpler
Mary Lynn Woodward Simpler

Date: 9-26-94

Steven Houston Simpler
Steven Houston Simpler

BOOK 9613 PG 813

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Steven Houston Simpler, with whom I am personally acquainted, and who, upon his oath acknowledged that he has read the foregoing document and has executed the same for the purposes therein contained.

Witness my hand and official seal at office in NASHVILLE, DAVIDSON County, Tennessee, on this the 26 day of September, 1994.

Notary Public

My commission expires: 9/22/97

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Mary Lynn Woodward Simpler, with whom I am personally acquainted, and who, upon her oath acknowledged that she has read the foregoing document and has executed the same for the purposes therein contained.

Witness my hand and official seal at office in NASHVILLE, DAVIDSON County, Tennessee, on this the 26 day of September, 1994.

Notary Public

My commission expires: 9/27/94

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement executed by the parties is approved by the Court and incorporated herein by reference as if quoted verbatim.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Plaintiff is awarded a lien against the real property more completely described in the Marital Dissolution Agreement.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties shall each bear the litigation tax and cost of this cause equally, for which execution may issue if necessary.

Entered this 3rd day of January, 1995.

Muriel Robinson ~~Cole~~, Judge

Approved for entry:

3445 03/08 0101 03CHECK 48.00

Mary Lynn Woodward Simpler
Mary Lynn Woodward Simpler
1900 Richard Jones Road G-2
Nashville, TN 37215

Daniel C. Todd #13442
Attorney for Plaintiff
Suite Two, Washington Square One
214 Second Avenue North
Nashville, Tennessee 37201
(615) 256-6009
Attorney for Plaintiff

MAIL ENV.

95 MAR -8 AM 9:38
DAVIDSON COUNTY, TN.

40292
IDENTIF. & REFERENCE

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Judgment of Divorce has been mailed, U. S. postage prepaid, to Stephen H. Simpler 6589 Jocelyn Hollow Road, Nashville, TN 37205 on this the 7th day of December, 1994.

Daniel C. Todd

Current addresses:

Lynn W. Simpler
1900 Richard Jones Road, G-2
Nashville, Tennessee 37215

Steven H. Simpler
6589 Jocelyn Hollow Road
Nashville, Tennessee 37205

I hereby certify that this is a true copy of original instrument filed in my office this 16 day of 2 19 95
RICHARD R. ROOKER Clerk
By _____ Deputy Clerk