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

95 FEB 24 PM 4:33

RICHARD R. ROOT

VICTORIA ANN MARCHETTI COURTNEY,	)	
Plaintiff/Wife,	)	
vs.	)	No. 94-D-2296
RICHARD GORDON COURTNEY,	)	
Defendant/Husband.	)	

FINAL DECREE

This cause came on to be heard on February 24, 1995, before the Honorable D. Scott Parsley, Special Judge ~~Muriel Robinson, Judge~~ of the Fourth Circuit Court of Davidson County, Tennessee, upon original complaint for Absolute Divorce filed by Wife, and introduction of the Marital Dissolution Agreement entered into by and between the parties. After testimony of Wife, the Court was of the opinion that the allegations had been fully sustained and that Wife is granted a divorce on the grounds of irreconcilable differences and that the Marital Dissolution Agreement entered into by and between the parties should be approved and made a part of this Final Decree.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court that Wife be, and she is hereby, granted an Absolute Divorce and restored to all the rights and privileges of an unmarried person.

It is, further, **ORDERED, ADJUDGED AND DECREED** by the Court that the Marital Dissolution Agreement entered into by and between the parties is affirmatively found to make for an equitable settlement of the parties' property rights. Said Marital Dissolution Agreement is made a part of this Final Decree, which reads in words and figures as follows:

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IDENTIF. & REFERENCE

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FELIX ... REGISTER
DAVIDSON COUNTY, TN.

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

VICTORIA ANN MARCHETTI COURTNEY,	)	
Plaintiff/Wife,	)	
vs.	)	No. 94-D-2296
RICHARD GORDON COURTNEY,	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

In this cause, it appears to the Court that Wife has filed a divorce on the grounds of inappropriate marital conduct and irreconcilable differences and it, further, appears to the Court, as evidenced by the signatures of the parties hereon that they have entered into an agreement, all subject to the approval and sanction of the Court, which agreement is as follows:

1. The consideration of this Agreement is the mutual promises and covenants contained herein.

2. Wife shall receive all right, title and interest to the parties' real property known as 100 Cheek Road in Nashville, Davidson County, Tennessee. Parties agree that the Final Decree will transfer said property to Wife and Husband will pay the first and second mortgages on said property, unless and until Wife remarries, at which time, she will be responsible for all payments on the home mortgage.

3. Husband will pay the following debts:

Nations Visa	#4368 0051 0599 8782	$1,600.00
Nations MasterCard	#5314 5045 1117 7868	$1,400.00
Mercantile Bank MasterCard	#5151 2040 0006 5486	$3,300.00
Sears	#690539262285	$1,000.00
GMAC (car)	#123030400261	$5,500.00
City Finance	#568153	$5,000.00

4. Wife will be the owner and beneficiary of the following life insurance policies:

Connecticut Mutual Life	#20070420770	$135.00/Quarter
Connecticut Mutual Life	#20071105910	$150.00/Quarter

And, Wife will remain owner and beneficiary, and Husband will be responsible for all payments on said life insurance policies, until Wife remarries, at which time, she will no longer be beneficiary and will transfer ownership to Husband. Parties agree that

FEBRUARY 24, 1995

Husband will make no further loans on any cash surrender value of the above-mentioned policies.

5. Husband will be responsible for any taxes due for the years 1992, 1993, 1994 and any preparation fees by accountants or otherwise to prepare said returns.

6. Husband will pay Wife's health insurance for a period of one (1) year.

7. Husband will pay as alimony in solido to Wife the amount of Five Hundred ($500.00) Dollars for twelve (12) months.

8. The parties agree that Husband will remove Wife as guarantor on a loan at First Farmers and Merchants National Bank in Columbia, Tennessee - account numbers 001-1032663 and 001-1078335.

9. Wife shall have all right, title and interest to the parties' household furnishings and fixtures presently in the home place and each will be allowed to retain their personal property.

10. Husband shall retain his forty percent (40%) interest in Eggman Publishing, Inc., and Wife shall have no claim thereto, and Wife will relinquish her forty percent (40%) interest in Eggman Publishing, Inc. to Husband.

11. Husband will pay Wife's attorney's fees in the amount of One Thousand, Five Hundred ($1,500.00) Dollars, payable at the time the divorce hearing is set.

12. Wife will receive one-half (1/2) of the inheritance left to Husband from James W. Savage which, at present, is in Trust to Mrs. Lois Wiley Savage until her death, at which time Husband receives sixty percent (60%).

13. 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.

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

15. 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

17. 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.

18. 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 effects 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.

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

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

21. 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.

22. Whenever one party is required by the terms of this Agreement to assume full responsibility for payment of certain debts and/or indemnify and hold the other party harmless from any liability therefrom, such obligation shall be deemed to be a support obligation pursuant to 11 U.S.C., Section 523(a)(5), which is not dischargeable in Bankruptcy as to the other party.

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

24. It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor

threaten the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

25. 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.

26. This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

27. Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

Victoria Ann Marchetti Courtney
Victoria Ann Marchetti Courtney

Richard Gordon Courtney
Richard Gordon Courtney

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I, VICTORIA ANN MARCHETTI COURTNEY, having first been duly sworn, deposes and states that the facts contained in the foregoing Marital Dissolution Agreement are true to the best of my knowledge and belief.

Victoria Ann Marchetti Courtney
Victoria Ann Marchetti Courtney

Sworn to and subscribed before me this 16th day of January, 1995.

Notary Public

My Commission Expires:
My Commission Expires
November 22, 1997

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I, RICHARD GORDON COURTNEY, having first been duly sworn, deposes and states that the facts contained in the foregoing Marital Dissolution Agreement are true to the best of my knowledge and belief.

Richard Gordon Courtney

Sworn to and subscribed before me this 16th day of January, 1995.

Notary Public

My Commission Expires:
My Commission Expires
November 22, 1997

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The property now vested in Wife to be hers absolutely is described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 1, Book "A" on the 2nd Revised Plan of Highlands of Belle Meade No. 2, Blocks A, B, C and D, of record in Book 1130, page 62, Register's Office for said County, to which plat reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Little & Courtney, a Partnership composed of Richard G. Courtney and C. W. Little by deed from Fredda H. Marino, unmarried of record in Book 7903, page 331, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing restrictions and easements of record.
>
> It is understood and agreed that part of the consideration for the transfer of this property is the agreement of the grantees to assume the unpaid balance of a note secured by a first mortgage Deed of Trust of record in Book 6791, page 661, Register's Office for Davidson County Tennessee, and also that the escrow account in connection with the aforesaid Deed of Trust is hereby transferred to said grantees.
>
> Being the same property conveyed to Richard G. Courtney as of record in Book 8308, page 219 Register's Office for Davidson County, Tennessee.

Costs are taxed to Wife, for which execution may issue if necessary.

ENTER this 24th day of February, 1995.

SPECIAL JUDGE

APPROVED FOR ENTRY:

Jack A. Butler, #2838
BUTLER & PHILLIPS
Attorney for the Plaintiff
First American Center, Suite 2395
315 Deaderick Street
Nashville, Tennessee 37238-2395
(615) 244-3300

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Final Decree has been either hand delivered, faxed or mailed to Mr. Richard Gordon Courtney, he having no attorney of record, c/o Fridrich & Clark Realty, 2909 Poston Avenue, Nashville, Tennessee 37203, this 24 day of Feb, 1995.

Jack A. Butler

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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 24 day of FEBRUARY , 19 95 , in the Case Number 94D2296 between COURTNEY, VICTORIA ANN MARCHETTI Plaintiff, and COURTNEY, RICHARD GORDON Defendant, as same remains of record in Book 240C , Page 1526 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 27 day of MARCH in the year one thousand nine hundred and ninety-five and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk

By Mary J Barker Deputy Clerk

SEAL

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