3-15-95

BOOK 9759 PG 953

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE

SHIRLEY JEAN (BROYLES) YOUNG,)
)
Plaintiff,)
)
VS.) No. 9678
)
RONALD LANE YOUNG,)
)
Defendant.)

12:30 P.M.

MAR 23, 1995

FINAL DECREE

This cause was presented to the Court on the 23rd day of March, 1995, and upon the pleadings filed and the Marital Dissolution Agreement executed by the parties, the Court finds as follows: That the petition has been filed in excess of sixty days; That a notarized marital dissolution agreement has been filed with the Court which provides adequately for an equitable division of the parties' property and should be approved by the Court and incorporated into this Final Decree; That, as evidenced by the signature of Plaintiff's counsel, Plaintiff has waived a formal hearing in this cause; The Defendant at the time of entering into the marital dissolution agreement filed with the Court was a resident of the State of Tennessee; That the marital dissolution agreement filed with the Court makes specific reference to the pending divorce action by cause and docket number and in all respects conforms to the requirements of Tennessee Code Annotated and that personal service of process or service of process by publication is not required in this cause and all parties are properly before the Court and subject to the personal jurisdiction of the Court; That the petition alleges "irreconcilable differences" which the Court finds to exist; That Plaintiff is entitled to an absolute divorce on the grounds of "irreconcilable differences";

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That Plaintiff is granted an absolute divorce on the grounds of irreconcilable differences and the parties are restored to all the rights and privileges of unmarried persons.

2. That the marital dissolution agreement submitted to the Court is hereby approved and adopted as a part of this Final Decree, to-wit:

FILED
MAR 1 1995
A.M. 9:15
SCOTT LINVILLE
CLERK & MASTER
CHANCERY COURT
WILSON COUNTY, TN

MARITAL DISSOLUTION AGREEMENT

WHEREAS, SHIRLEY JEAN (BROYLES) YOUNG, Plaintiff, hereinafter referred to as "Wife", and RONALD LANE YOUNG, Defendant, hereinafter referred to as "Husband", are married but have experienced marital difficulties, and

WHEREAS, there is pending in the Chancery Court of Wilson County, Tennessee, a Complaint for Absolute Divorce filed by Wife, bearing Case Number 9678 to which cause reference is heremade, and

WHEREAS, Husband has waived Service of Process and any further service and the filing of an Answer to the Complaint for Divorce pursuant to the provisions of T.C.A. 36-4-103, such waiver of service to be valid for a period of one hundred and twenty (120) days from the date the last party signs this Marital Dissolution Agreement, and

WHEREAS, the parties desire to enter into a settlement regarding the division of their property, subject, however, to the approval of the Court, which agreement, on approval by the Court, would become a part of the Final Decree entered in this cause,

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

CREDIT: The parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of the same.

WAIVER: The parties hereto exclusive of the terms and provisions of this instrument, each waive all rights, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, homestead, exemption, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of actions, except to the obligations imposed by this instrument or by the Court's decree, this being intended as a full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefits of the other party except as set out by this Agreement herein, although they are aware of their rights regarding any such pension and retirement benefits.

ENTIRE AGREEMENT: This Agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this Contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the State of Tennessee shall govern this Agreement with all respects.

NECESSARY DOCUMENTS: Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this Agreement.

NON-COMPLIANCE: Should either party incur any expense or legal fees as a result of the breach of any portion of this MARITAL DISSOLUTION AGREEMENT by the other party, the Court shall award reasonable attorney's fees and suit expense to the non-defaulting party. No breach, waiver or default of any of the terms of this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

SEVERANCE: Should the Court hold that any portion of this Agreement is invalid, the remainder shall be in full force and effect, and the invalid portion shall be struck from the Agreement or modified as the Court shall order.

INCORPORATION, PERMANENT AND PENDENTE LITE: In the event of a divorce, it is agreed by the parties that this Agreement shall be incorporated in the Final Decree. Pending the entry of the Final Decree, the parties agree to the filing of this Agreement and, by said filing, stipulate to these terms being enforceable as if they were, at the moment of signing, an order of this Court. This agreement is entered into in anticipation of the granting of a final divorce and shall be considered null and void unless a final decree is entered on the grounds of irreconcilable differences.

VOLUNTARY EXECUTION: Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge and information. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in reaching this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this Agreement, other than the representations set forth herein.

MODIFICATION: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality of this Agreement and approved by the Court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

RESIDENCE: The parties are the owners of a single family residence and 5.00 acres, more or less, located at 5984 Hickory Ridge Road, Lebanon, Tennessee 37087. Said realty is encumbered by a first mortgage indebtedness owing to RBMC in the approximate amount of $95,000.00. Wife shall be vested with title to said

realty, subject to the first mortgage indebtedness owing thereon. Wife shall pay the first mortgage indebtedness and shall hold Husband harmless and exempt from any liability therefor. Upon the entry of a Final Decree of Divorce in this cause, Husband will execute and deliver to Wife a Quitclaim Deed conveying his entire interest in said realty to Wife.

HOUSEHOLD FURNITURE AND FURNISHINGS: All of the items of household furniture and furnishings located in the parties residence shall be vested in Wife.

LAWN AND GARDEN EQUIPMENT: All of the items of lawn and garden equipment located at the parties residence shall be vested in Wife.

LIVE OAK ROAD REALTY: The parties are the owners of residential rental property located at 2614 Live Oak Road, Nashville, Tennessee. Said property has a first mortgage indebtedness owing to Real Estate Financing in the approximate amount of $32,000.00. Wife shall be vested with title to said realty, subject to the first mortgage indebtedness owing thereon. Wife shall pay the first mortgage indebtedness owing on said property and shall hold Husband harmless and exempt from any liability therefor. Upon the entry of a Final Decree of Divorce in this cause, Husband will execute and deliver to Wife a Quitclaim Deed conveying his entire interest in said realty to Wife.

1994 GMC PICKUP: The parties are the owners of a 1994 GMC Pick-up truck. Title to said truck is encumbered by a first mortgage lien held by AEDC Credit Union in the approximate amount of $22,500.00. Husband shall be vested with title to the 1994 GMC Pick-up subject to the lien indebtedness owing thereon. Husband shall pay said lien indebtedness and shall hold Wife harmless and exempt from any liability therefor.

1985 OLDSMOBILE: The parties are the owners of a 1985 Oldsmobile Cutlass automobile with no lien indebtedness owing thereon. Said automobile shall be vested in Wife.

1967 CAMARO: The parties are the owners of a 1967 Camaro automobile with no indebtedness owing thereon. Wife shall be vested with title to said automobile.

1968 MALIBU: This vehicle has been sold since the beginning of these proceedings. Husband shall retain the proceeds from the sale.

TRAVEL TRAILER: The parties are the owners of a 1987 Travel Trailer with no indebtedness owing thereon. Said Trailer shall be vested in Wife free and clear of any claim of Husband.

RETIREMENT PLANS: Each party is the owner of a 401(k) Retirement Plan through their respective employment with Kroger. Each party shall retain his or her individual 401(k) Retirement Plan free and clear of any claim of the other.

KROGER STOCK: Wife is the owner of 188 Shares of Stock in Kroger Company purchased through a payroll deduction. Wife shall retain title to said Kroger Stock as her individual property.

AEDC CREDIT UNION ACCOUNTS: Each party maintains an account with AEDC Credit Union, including a checking and savings account. Each party shall retain title to his or her respective account free and clear of any claim of the other. In the event either party has any loans through their account with AEDC Credit Union, such party shall pay his or her respective loans and hold the other party harmless and exempt from any liability therefor.

FIRST BANK & TRUST LOANS: The parties are indebted to First Bank & Trust on a $6,000.00 loan. The monthly payments on the loan are $295.97 per month. Husband shall pay said obligation and hold Wife harmless and exempt from any loss or liability therefor.

There is an additional loan at First Bank & Trust (Loan Number 266124-51) having a current balance of approximately $800.00. Husband shall pay this indebtedness and shall hold Wife harmless from any liability therefor.

THIRD NATIONAL BANK LOAN: Husband is individually indebted Third National Bank on a Promissory Note in his name. Husband

shall pay said obligation and shall hold Wife harmless and exempt from any loss or liability therefor.

AGFC DEBT: The parties have an indebtedness owing to AGFC in the approximate amount of $3664.00 (Account Number 5889 4323 [illegible]01 5156) as a result of the purchase of a satellite dish. Wife shall retain the satellite dish as her separate property and shall assume liability for the indebtedness owing thereon.

CASTNER KNOTT ACCOUNT: Wife maintains a charge account at Castner Knott and Wife shall pay said indebtedness and hold Husband harmless and exempt from any liability therefor.

LOWE'S ACCOUNT: The parties have an account with Lowe's having an approximate balance of $200.00. Husband shall pay said obligation and hold Wife harmless from any liability therefor.

VISA GOLD AND AMERICAN EXPRESS CREDIT CARDS: Husband has a VISA Gold Credit Card and an American Express Credit Card. Husband shall pay any and all account indebtednesses owing thereon and shall hold Wife harmless from any loss therefor.

SERVICE MERCHANDISE ACCOUNT: Husband has an account with Service Merchandise (Account Number 7998-592-3287). Husband shall pay said indebtedness and shall hold Wife harmless and exempt from any loss or liability therefor.

COURT COSTS: Each party shall pay one-half (1/2) of the Court costs in this cause, with Plaintiff to receive a credit for any cost deposit heretofore paid.

EXECUTED this the 2nd day of December, 1994.

/s/ Shirley J. Young
SHIRLEY JEAN (BROYLES) YOUNG, Plaintiff

/s/ Ronald L. Young
RONALD LANE YOUNG, Defendant

/s/ Robert L. Callis
ROBERT L. CALLIS, Reg. No. 2798
Attorney for Plaintiff
2745 North Mt. Juliet Road
P.O. Box 726
Mt. Juliet, Tennessee 37122
Telephone: (615) 758-5832

/s/ Shawn L. McBrien
SHAWN MCBRIEN, Reg. No. 12169
Attorney for Defendant
100 Public Square
Lebanon, Tennessee 37087
Telephone: (615) 444-5555

STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, SHIRLEY JEAN (BROYLES) YOUNG, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 2nd day of December, 1994.

/s/ Robert L. Callis
NOTARY PUBLIC

My commission expires: 10/20/97

STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, RONALD LANE YOUNG, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of February, 1994.

/s/ Amy L. Campbell
NOTARY PUBLIC

My commission expires: September, 1995

ENTER this the 23 day of March, 1995.

C K Smith
C. K. Smith, Chancellor

APPROVED FOR ENTRY:

BOOK 9759 PG 961

ROBERT L. CALLIS
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...UNTY OF WILSON
...hereby certify the foregoing
...be a true and perfect copy
...original instrument on file

.....

CHANCERY COURT OF WILSON COUNTY, TENN. LEBANON

...E OF TENN.
...OUNTY OF WILSON
...hereby certify the foregoing
... be a true and perfect copy
...e original instrument on fi...
... case.
10th day of August ... 95
Dee Finnigan
Deputy Clerk

95 AUG 11 AM 10:08
...CIE L. TRICE, REGISTER
D.C.

00088556
IDENTIFICATION REFERENCE

PICK-UP

Filed for record Aug 10 1995
at 11:20 O'clock A M.
Noted in Note Book 30 Page # 192
Recorded in Book #442 Page #602
in the register's office of
Wilson County, Tennessee,
On this 10th day of Aug 1995
Margie Trice, Register
By Dept. Reg.

State Tax $ -0-
Fee $ 1.00
Recording Fee $ 36.00
Total $ 36.00
Receipt No 10303
MARCIE L. TRICE, Register
D.C.

14:08:11 0101 03CHECK 36.00