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

EDWARD B. BOSTIC, JR.,

Plaintiff/Husband,

v.

ANITHIA BURROWS BOSTIC,

Defendant/Wife.

NO. 94D-3647

BOOK 9762PG399

FINAL DECREE

This cause came on for hearing on this the 18th day of April, 1995, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Husband, Edward B. Bostic, Jr., proper service upon the Wife, Anithia Burrows Bostic, with the cause proceeding to trial as an uncontested matter in view of a written Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; statement of the Husband, Edward B. Bostic, Jr., statement of counsel, and the entire record in this cause, from all of which the Court is of the opinion that certain irreconcilable differences have arisen between the parties which render further cohabitation improper and impracticable; further, that the Husband should be and hereby is granted an absolute divorce and each party restored to all the rights and privileges of unmarried persons; further, the Court finds that the parties have made adequate and sufficient division by written agreement for the equitable settlement of any property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the Husband shall be granted an absolute divorce upon the grounds of irreconcilable differences; and,

IT FURTHER APPEARS to the Court that the parties have entered into a Marital Dissolution Agreement and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between them. The said Marital Dissolution Agreement is more specifically in words and figures as follows:

LEGIBILITY OF WRITING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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

EDWARD B. BOSTIC, JR.,
Plaintiff/Husband,
v.
ANITHIA BURROWS BOSTIC,
Defendant/Wife.

NO. 94D-3647

BOOK 9762 PG 400

MARITAL DISSOLUTION AGREEMENT

This agreement is made and entered into this 17th day of April, 1995, by and between the Husband, EDWARD B. BOSTIC, JR., hereinafter called "Husband", and the Wife, ANITHIA BURROWS BOSTIC, hereinafter called "Wife", both citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, this agreement is entered into between EDWARD B. BOSTIC, JR. and ANITHIA BURROWS BOSTIC, Husband and Wife, for the purpose of a division and distribution of their marital property rights and for the purpose of submitting the same to the Court for approval and incorporation into a Final Decree of Divorce.

WHEREAS, the parties have filed for a divorce in Davidson County, Tennessee, which includes the grounds of irreconcilable differences and it is the intent of the parties that a copy of this agreement be submitted to the Court at the time of the final hearing.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

PERSONAL PROPERTY:

1. All right, title and interest in the property which each party currently possesses shall be vested in that party and divested from the nonpossessing spouse except that all right, title and interest in the dining room table, hutch, den furniture and the big screen television shall be divested from the Husband and vested in the Wife.

2. All right, title and interest in the Husband's 1992 Lincoln Town Car and a 1994 Chevrolet Silverado Pickup shall be

divested from the Wife and vested in the Husband. Title to these vehicles is in the Husband's sole name.

3. The Husband shall purchase for the Wife a 1995 red Camaro, T-Top from Capitol Chevrolet, which is being financed through GMAC. All right, title and interest in this vehicle shall belong to the Wife and the Husband shall be responsible for paying the entire debt on this vehicle and making the monthly payments on this vehicle and shall indemnify and hold the Wife harmless thereon. Should the Wife take out any other loans on this vehicle, she shall be solely responsible for the loan and shall indemnify and hold the Husband harmless thereon.

4. All right, title and interest in the 1984 Cadillac Fleetwood shall be vested in the Wife and divested from the Husband. Title to this vehicle is in the Wife's sole name.

5. The Husband shall pay the Wife $10,000.00, with $5,000.00 being due when he receives the proceeds from selling the property on Spantown Road and the other $5,000.00 being due when the Wife finds a house to purchase and this $5,000.00 shall be made as the downpayment on this house.

REAL PROPERTY:

6. All right, title and interest in the property located at 2711 Donna Hill Drive, Nashville, Tennessee, which bears a legal description as follows shall be vested in the Husband and divested from the Wife.

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:
>
> Lot No. 339 on the Plan of Sunset View, Section 6, as of record in Book 2900, pages 54 and 55, Register's Office for said County, to which Plan reference is hereby made for a more detailed description.
>
> Being the same property conveyed to Edward B. Bostic, Jr., Single, by Deed from James B. Burch, Single, of record in Book 5339, Page 746, Register's Office for Davidson County, Tennessee.

The Husband shall be responsible for the outstanding mortgage on this property and shall indemnify and hold the Wife harmless thereon.

7. All right, title and interest in the property located at Spantown Road shall be vested in the Husband and divested from the Wife. This property bears a legal description as follows:

Tract 3:

A portion of property located on Spantown Road off U.S. Highway 31A-41A and being situated within the Eighteenth Civil District of Williamson County, Tennessee, described according to a survey performed by Ronny G. Brown dated October 16, 1992, as follows:

Beginning at a point located in the center of Spantown Road; said point being S 85° 44' E a distance of 452.00 feet from the southeast corner of the H. L. Taylor property and being the southeast Corner of Tract 2 and the southwest corner of the herein described land; thence with Tract 2 N 4° 06' E passing an iron pin at 20.00 feet a total distance of 1425.00 feet to an iron pin located at a common corner of Tracts 1, 2, & 4; thence with Tract 4 as follows: S 85° 44' E a distance of 201.00 feet to an iron pin; S 4° 06' W passing an iron pin at 1405 feet a total distance of 1425 feet to a point located in the center of Spantown Road; thence with the center of Spantown Road N 85° 44' W a distance of 201.00 feet to the point of beginning, containing 6.57 acres more or less according to a survey performed by Ronny G. Brown Surveying, RLS No. 763, Franklin, Tennessee dated October 16,1992.

Being a portion of the same property subject to an easement granted by Order of the Williamson County Chancery Court entered March 13, 1987 and recorded in Book 65, Pages 644-45, Register's Office of Williamson County, Tennessee.

Being the same property conveyed to Edward B. Bostic, Jr. sold at public auction the real estate described above, by Deed from Janice W. Jordan, Clerk and Master of the Chancery Court for Williamson County, Tennessee, of record in Book 1045, Page 125, Register's Office Williamson County, Tennessee.

Tract 2:

A portion of property located on Spantown Road off U.S. Highway 31A-41A and being situated within the Eighteenth Civil District of Williamson County, Tennessee, described according to a survey

performed by Ronny G. Brown dated October 16, 1992, as follows:

Beginning at a point located in the center of Spantown Road; said point being S 85° 44′ E a distance of 251.00 feet from the southeast corner of the H. L. Taylor property and being the southeast corner of Tract 1 and the southwest corner of the herein described land; thence with Tract I as follows: N 4" 06′ E passing an iron pin at 20.00 feet a total distance of 1425 feet to an iron pin; S 85° 44′ E a distance of 201.00 feet to an iron pin located at a common corner of Tracts 3 & 4; thence with Tract 3 S 4° 06′ W passing an iron pin at 1405.00 feet a total distance of 1425.00 feet to a point located in the center of Spantown Road; thence with the center of Spantown Road N 85° 44′ W a distance of 201.00 feet to the point of beginning, containing 6.57 acres more or less according to a survey performed by Ronny G. Brown Surveying, RLS No. 763, Franklin, Tennessee, dated October 16, 1992.

Being a portion of the same property subject to an easement granted by Order of the Williamson County Chancery Court entered March 13, 1987 and recorded in Book 65, Pages 644-45, Register's Office of Williamson County, Tennessee.

Being the same property conveyed to Edward B. Bostic, Jr. sold at public auction the real estate described above, by Deed from Janice W. Jordan, Clerk and Master of the Chancery Court for Williamson County, Tennessee, of record in Book 1045, Page 122, Register's Office of Williamson County, Tennessee.

8. All right, title and interest in the property located at 803 North Fifth Street, Nashville, Tennessee, which bears a legal description as follows shall be vested in the son, Lyndon Bostic, and divested from the Husband and Wife.

Being Lot No. 32 on the Plan of Miller's Addition to Edgefield, now East Nashville, as shown on plat of record in Plat Book 57, page 133, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Said Lot No. 32 fronts 50 feet on the easterly side of North 5th Street and runs back between parallel lines 170 feet to an alley.

Being the same property conveyed to Edward B. Bostic by deed from

Calvena Winston and Etta Bingham, of record in Book 8692, page 807, Register's Office for Davidson County, Tennessee, and further being the same property conveyed to Lyndon Bostic by Warranty Deed from Edward B. Bostic, of record in Book 9533, page 82, Register's Office for Davidson County, Tennessee.

9. All right, title and interest in the property located at 689 Southview Drive, Old Hickory, Tennessee, shall be divested from the Wife and vested in the Husband. This property bears a legal description as follows:

Land in Wilson County, Tennessee, being Lot No. 207 on the Plan of Springmont, Section 6, as of record in Plat Book 16, page 702, and revised in Plat Book 17, page 40, Register's Office for said County, to which plan reference is hereby made for a more complete and detailed description of said lot.

BEING the same property conveyed to Edward B. Bostic, Jr. Single, by Deed from Arthur Todd Batchelor and wife, Janet K. Batchelor, of record in Deed Book 425,, page 881, Register's Office for Wilson County, Tennessee.

10. The parties own real estate located at 1623 Porter Road, Nashville, Davidson County, Tennessee, which is currently being rented. The Wife shall have the right to receive the rent from this property which is currently $360.00 per month and shall be responsible for paying the mortgage on this property, which is $286.00 per month for the next two year period. Husband and Wife agree that all right, title and interest in this property belongs to their son, Lyndon Bostic and shall execute the proper documents to convey title to the son, Lyndon Bostic. Said property bears a legal description as follows:

LAND in Davidson County, Tennessee, being Lot No. 47 on the Plan of Porter Road Subdivision of Lots 2 through 7 inclusive on the Shinkle Subdivision, as of record in Book 843, page 38, Register's Office for said county.

SAID Lot No. 47 fronts 50 feet on the westerly margin of Porter Avenue and extends back between parallel lines 141 feet to a dead line in the rear.

BEING the same property conveyed to Anithia Bostic, Unmarried, by Deed from Robert E. Mayers and wife, Angela S. Mayers, of record in Book 8562, page 237, Register's Office for Davidson County, Tennessee.

DEBTS:

11. Each party shall be responsible for their own debts and shall hold the other party harmless thereon.

RETIREMENT BENEFITS:

12. Wife, Anithia Burrows Bostic, is entitled to an interest in the retirement benefits (401k) of the Husband, Edward B. Bostic, Jr., as follows:

(a) As a division of marital property, Wife, Anithia Burrows Bostic, who shall be known as the "Alternate Payee," is awarded an interest in the amount of twelve (12%) percent of the current vested amount as of the date of April 15, 1995, of the employee benefits held in the retirement plan of the Husband, Edward B. Bostic, Jr., who shall be known as the "Participant," based upon the plan balances as of April, 15, 1995, which will entitle the Wife to a monthly payment of approximately $56.56 because she will take the benefit immediately.

(b) The parties were married on March 23, 1989, and separated in November of 1994. The present mailing address of the Participant is 2711 Donna Hill Drive, Nashville, Tennessee 37214, and the Participant's Social Security Number is [redacted]-4641. The present mailing address of the Alternate Payee is 1158 Souix Terrace Avenue, Madison, Tennessee 37115, and the Alternate Payee's Social Security Number is [redacted]-3209.

(c) The Participant is employed by Yellow Freight at its facility in Nashville, Tennessee, and is a Participant in the Central State's Health and Welfare Fund, Southeast and Southwest Area Funds Retirement Savings Plan, hereinafter known as "The Plan." This Plan is tax qualified under the applicable provisions of the Internal Revenue Code.

(d) The Participant presently has an account in the Plan, evidencing benefits which are being held for Edward B. Bostic, Jr. in trust, with payment to be made to Anithia Burrows Bostic upon the occurrence of certain events, specified in the

trust, amount such events being death, disability, retirement, or termination of employment. The interest of the Participant in the Plan is 100% vested.

(e) The Trustee of the Plan is Central State Southeast and Southwest Areas Pension Fund.

(f) The Alternate Payee is entitled to receive a portion of the benefits so held for the Participant in the Plan as a part of the Alternate Payee's share of the marital property, and therefore, is an "Alternate Payee" as defined by Section 414 (p)(8) of the Internal Revenue Code and 29 U.S.C. Section 1056(d)(3)(K).

(g) The Order is intended to be a Qualified Domestic Relations Order pursuant to the Internal Revenue Code Section 414(p) and U.S.C. Section 1056(d), so that the Plan Administrator will be required to pay the benefits as directed herein pursuant to the terms of the trust, Internal Revenue Code Section 141(p)(7)(B) and 29 U.S.C. Section 1056(d)(3)(H)(ii).

(h) The amount due to the Alternate Payee under this Order shall be payable to the Alternate Payee pursuant to the provisions of the Plan.

(i) The amount due to the Alternate Payee under this Order shall be payable to the Alternate Payee under the survivor rights herein specifically provided for and shall in no way be affected by the death or remarriage of the Participant.

The sum of twelve (12%) percent of the funds allocated to the account of the Participant in the Plan, be and the same is hereby awarded and shall be transferred to the Alternate Payee, under the terms and conditions set forth. The amount awarded hereunder represents a portion of the Alternate Payee's share of the marital property of the parties.

All benefits awarded to the Alternate Payee shall be transferred to the Alternate Payee immediately pursuant to the provisions of the Plan, or in the event of the Alternate Payee's death, to a beneficiary properly designated by the Alternate Payee, as soon as administratively feasible, upon the Alternate Payee's

execution of all appropriate documents required by Federal law to be executed by distributee of qualified retirement plan assets.

The Alternate Payee shall not be treated as a "surviving spouse" for purposes of Internal Revenue Code Sections 401(a)(11) and 417 with respect to any portion of the remaining account balances of the Participant. The benefits awarded hereunder shall not be assigned, pledged, or otherwise transferred voluntarily or involuntarily, prior the receipt of such benefits by the Alternate Payee.

An attested copy of this Order shall be served upon the Trustee of the Plan immediately after entry.

This Order shall remain in effect until such time as the Alternate Payee receives the full amount of benefits awarded to the Alternate Payee by this agreement. This Order is subject to and may be modified by this Court to the extent needed to do justice and carry out the intentions of this Court and as may be required by the Internal Revenue Code, the Employee Retirement Income Security Act, amendments to either, and to the regulations promulgated thereunder, where applicable to the matters set forth herein.

The amount due to the Alternate Payee under this Order shall be payable under the survivor rights specifically provided for and shall in no way be affected by the death or remarriage of the Participant.

ALIMONY:

13. Neither party shall pay alimony.

TAXES:

14. The parties will in all likelihood be entitled to an income tax refund on their 1995 taxes. When this refund is received, it shall be split in half, with one-half (½) of the refund going to the Husband and one-half (½) of the refund going to the Wife.

COURT COSTS AND ATTORNEY FEES:

15. Each party shall be responsible for their own attorney's fees and the Husband shall be responsible for the Court costs for which execution may issue if necessary.

16. Each of the parties shall execute, acknowledge and deliver any and all further instruments that may reasonably be required to give full force and effect to the provisions of this agreement.

17. Both parties agree that the provisions are fair and equitable and that each of the parties understands the effect of each provision. Both parties acknowledge that they have dealt fairly with each in making the division of real and personal property, and alimony, and that the parties have voluntarily entered into this agreement and agreed to all the terms set forth herein.

18. The parties understand and agree that this instrument shall in no way be construed as an agreement to obtain a divorce or to prevent one party from obtaining a divorce against the other.

WITNESS OUR HANDS, this 17th day of April, 1995, as to the Husband and the 17th day of April, 1995, as to the Wife.

Edward B. Bostic Jr.
EDWARD B. BOSTIC, JR.

Anithia Burrows Bostic
ANITHIA BURROWS BOSTIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named EDWARD B. BOSTIC, JR., who made oath that he executed the foregoing agreement for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this 17th day of April, 1995.

Carrie A. Russell
NOTARY PUBLIC

MY COMMISSION EXPIRES:
May 24, 1997

BOOK 9762 PG 409

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ANITHIA BURROWS BOSTIC, who made oath that she executed the foregoing agreement for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this 17th day of April, 1995.

Carrie A. Russell
NOTARY PUBLIC

MY COMMISSION EXPIRES:
May 24, 1997

95005.MDA

IT IS FURTHER ORDERED that the statistical information be amended to reflect a marriage date of March 23, 1989, and a place of marriage of Nashville, Tennessee.

IT IS FURTHER ORDERED that all parts and portions of the Marital Dissolution Agreement executed by the parties, and incorporated herein, are hereby approved by this Court and made the judgment hereof in all respects.

IT IS FURTHER ORDERED that the Husband shall pay the Court costs in this cause for which execution may issue if necessary.

ENTERED this 11th day of April, 1995.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Ann Buntin Steiner #11697
Attorney for Husband
STEINER & STEINER
214 Second Avenue North
Suite 203
Nashville, TN 37201-1644
(615) 244-5063

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed, postage prepaid, to Kathy A. Leslie, Esq., 176 Second Avenue North, Suite 507, Nashville, Tennessee 37201, this 18th day of April, 1995.

Ann Buntin Steiner

95005.FD

BOOK 9762 PG 411

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 19 day of APRIL , 19 95 , in the Case Number 94D3647 between BOSTIC, EDWARD B. JR. Plaintiff, and BOSTIC, ANITHIA BURROWS Defendant, as same remains of record in Book 2421 , Page 2044 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 25 day of APRIL in the year one thousand nine hundred and ninety-five and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Jessy Compton
Deputy Clerk

SEAL

00089573
IDENTIF. & REFERENCE

95 AUG 14 PM 4:02
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.