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FILED

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

95 AUG -9 AM 9:5[illegible]

RICHARD R. ROOT, JR. CLERK

D.C.

ALLISON YORKE MILLER SMITH,
508 Ashlawn Court
Nashville, Tennessee 37215

Plaintiff,

vs.

RANDY HORTON SMITH
40 Battle Ridge
Nolensville, Tennessee 37135

Defendant.

BOOK 9768 PG 578

No. **94D-4093**

NOTICE OF ENTRY REQUIRED

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 9 day of August, 1995 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff, upon the Marital Dissolution Agreement, which the Court affirmatively finds makes adequate and sufficient provision for the custody and maintenance of the parties' minor children and for the equitable settlement of any property rights between the parties, and upon all the pleadings from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff Allison Yorke Miller Smith to an absolute divorce, and that the ninety (90) day waiting period, as required by law, has elapsed;

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court that Plaintiff Allison Yorke Miller Smith, be, and is hereby awarded an absolute divorce from the Defendant Randy Horton Smith, that the Plaintiff be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. The parties have entered into a Marital Dissolution Agreement which is hereby approved by the Court, and which is as follows:

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RICHARD R. ROOKER, CLERK

D.C.

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

ALLISON YORKE MILLER SMITH,)
)
Plaintiff,)
)
vs.) Case No. 94D-4093
)
RANDY HORTON SMITH,)
)
Defendant.)

BOOK 9768 PG 579

MARITAL DISSOLUTION AGREEMENT

This Agreement, made and entered into this 19 day of July, 1995, by and between the parties, ALLISON YORKE MILLER SMITH, a citizen and resident of Nolensville, Davidson County, Tennessee, hereinafter referred to as "WIFE", and RANDY HORTON SMITH, a citizen and resident of Nolensville, Davidson County, Tennessee, hereinafter referred to as "HUSBAND;" and,

WITNESSETH:

WHEREAS, HUSBAND and WIFE were married on August 6, 1977, in Rockwell, North Carolina, and

WHEREAS, there have been four minor children born of the marriage of HUSBAND and WIFE, to wit: Janci Allison Smith, d.o.b. 3/19/79, Luke Horton Smith, d.o.b. 9/4/81, Chad Kendall Smith, d.o.b. 3/14/84 and Clay Randall Smith, d.o.b. 10/12/87; and

WHEREAS, WIFE has filed a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, and

WHEREAS, HUSBAND and WIFE have accumulated an estate during their marriage, but contemplate the execution of a Marital Dissolution Agreement; and

WHEREAS, HUSBAND and WIFE desire to settle their property rights to their estate, and further desire to have this agreement and settlement be made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court.

1. AGREEMENT BINDING - ORAL EVIDENCE: This Agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole and only agreement

between HUSBAND and WIFE, and shall not be modified or varied by parol evidence.

2. FULL DISCLOSURE OF ASSETS: HUSBAND and WIFE hereby make oath and swear that they have each made a total disclosure to each other of all assets, whether marital or separate, in which either one has any interest of any nature whatsoever, whether real or personal, and wherever situated, especially with regard to any business venture or negotiations for any future business for profit, and in the event that it later appears that either HUSBAND or WIFE failed to make such disclosure to the other, and then it comes to the attention of the one to whom full disclosure was not made, then any such late discovered assets shall be divided equally by and between HUSBAND and WIFE immediately upon such discovery.

3. REAL ESTATE: That HUSBAND and WIFE currently own as tenants by the entirety, certain real property located at 40 Battle Ridge, Nolensville, Tennessee. The parties agree that HUSBAND shall remain in said real estate, and shall make all payments on the mortgage for this property. The WIFE is granted a judgment in the amount of $70,379.43, which represents her half of the equity in this property. This judgment shall not bear interest. In addition, the parties agree that the HUSBAND shall pay this judgment in full when the youngest child to leave home reaches age 18, or when the house is sold, or when the HUSBAND moves from the residence, whichever occurs first. Should the HUSBAND default on the mortgage note, then the WIFE shall have the option of paying any delinquent mortgage payments and placing the house on the market for sale. In the event the WIFE should ever have to assume responsibility for payment of the mortgage, WIFE shall be entitled to recover her expenses, including attorney's fees and costs from the HUSBAND. It is further agreed by the parties hereto that this judgment to the WIFE shall be deemed a support obligation under 11 U.S.C. § 523(5), which is not dischargeable in bankruptcy as to the HUSBAND.

4. PERSONAL PROPERTY: That HUSBAND and WIFE have already divided all of their personal property belonging to each of them,

and have attached hereto as Exhibit A a list of personal property belonging to the WIFE, and as Exhibit B, a list of personal property belonging to the HUSBAND.

5. CUSTODY AND SUPPORT OF MINOR CHILDREN: It is agreed by the HUSBAND and WIFE that they shall share joint custody of the parties' four minor children, Janci Allison Smith, d.o.b. 3/19/79, Luke Horton Smith, d.o.b. 9/4/81, Chad Kendall Smith, d.o.b. 3/14/84 and Clay Randall Smith, d.o.b. 10/12/87, with the WIFE having primary physical custody. The parties agree to consult with the children as to the matter of visitation; however, at a minimum, the HUSBAND shall have visitation with the children on a weekly basis each Wednesday from 6:00 p.m. to ~~10:00~~ 8:00 SLW FC p.m., and on alternating weekends from 6:00 p.m. Friday to 6:00 p.m. Sunday. It is understood and agreed at this time that the parties' two oldest children, Janci Allison Smith and Luke Horton Smith, desire to attend David Lipscomb High School in the 1995-96 school year. WIFE agrees to pay for the tuition for these children at David Lipscomb High School for the 1995-96 school year.

It is understood by the parties that the HUSBAND is at this time unemployed, but is actively seeking employment. When the HUSBAND obtains employment the WIFE may petition this Court to set the amount of child support consistent with the Tennessee Uniform Child Support Guidelines. Support is presently set at $776 per month, based on imputed income of $25,800 per year. SLW FC

6. AUTOMOBILES: That WIFE hereby gives and relinquishes to HUSBAND all right, title and interest in and to a certain 1994 Isuzu Rodeo automobile, registered in the name of HUSBAND and being driven by HUSBAND, with HUSBAND assuming any chattel mortgage payable on said vehicle, and HUSBAND hereby agrees to hold WIFE harmless from the payment of the same, including a reasonable attorney's fee, if necessary. HUSBAND hereby gives and relinquishes to WIFE all right, title and interest in and to a certain 1994 Saturn automobile, registered in the name of the HUSBAND and being driven by WIFE, with WIFE assuming any chattel mortgage payable on said vehicle, and WIFE hereby agrees to hold

HUSBAND harmless from the payment of same, including a reasonable attorney's fee, if necessary.

7. RETIREMENT PLANS OF HUSBAND and WIFE: HUSBAND and WIFE hereby acknowledge that HUSBAND has an individual retirement account which serves as a substitute for his Social Security coverage, by virtue of his ministerial exemption from Social Security coverage. WIFE relinquishes all right, title and interest in and to this IRA account to HUSBAND.

8. MAJOR MEDICAL HOSPITALIZATION INSURANCE: That HUSBAND will continue to maintain major medical hospitalization insurance program, which policy of insurance covers both HUSBAND and the parties' minor children through age 19. WIFE agrees to procure her own major medical hospitalization or heath insurance from and after August 15, 1995, and HUSBAND agrees to continue to maintain his present major medical hospitalization insurance program to cover himself and the parties' minor children. HUSBAND agrees to provide WIFE with the necessary forms for her to obtain a COBRA policy through his insurance carrier at her expense, should WIFE decide to avail herself of this benefit.

9. BANKRUPTCY: Whenever either HUSBAND or WIFE is required by the terms of this Marital Dissolution Agreement to assume responsibility for paying any debts, obligations, promissory notes, or any other debts or indemnifications and to hold the other party harmless from any liability therefore, such obligations shall be deemed to be a support obligation under 11 U.S.C. § 523(5), which is not dischargeable in bankruptcy as to the other party.

10. ATTORNEY'S FEES AND COURT COSTS: That the parties agree to each pay their own attorney. Court costs are assessed against the WIFE.

11. DIVORCE ACTION: The WIFE will proceed to obtain an absolute divorce in the Fourth Circuit Court for Davidson County, Tennessee, on the grounds of irreconcilable differences only, and will hand into the Court the properly executed original of this

Marital Dissolution Agreement to be approved by the Court, made a part of and incorporated into any final decree of divorce dissolving the bonds of matrimony between HUSBAND and WIFE, and become the judgment of the Court.

12. CHECKING ACCOUNTS OF HUSBAND and WIFE: HUSBAND and WIFE hereby agree to divide their respective checking accounts currently titled in his or her individual name.

13. SAVINGS ACCOUNTS: Parties mutually own a savings account with Nations Bank. The parties agree to divide this account as follows: $1,000 to each child; $1,000 to the WIFE (representing a gift from WIFE's grandmother; the balance of the account to be divided equally between the HUSBAND and WIFE.

14. LIFE INSURANCE: HUSBAND hereby agrees to assign to WIFE a life insurance policy on the life of the WIFE with Jackson Life Insurance Company in the amount of $150,000, and WIFE agrees to assume responsibility for any premiums on said life insurance policy. WIFE relinquishes any right, title or interest she may have in and to the policy of life insurance on the HUSBAND's life, also with Jackson Life Insurance Company, in the amount of $150,000.

15. It is understood and agreed between the parties that this agreement shall be included verbatim in any final decree entered herein. This Agreement shall be construed to be a complete and final settlement of all property rights, alimony, homestead and support obligations between the parties, and all other obligations arising out of the marital relationship, except for the rights specifically given in this Agreement.

16. It is understood and agreed that each of the parties may, from and after this date and at all times thereafter, purchase, acquire, inherit, hold, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party, it being mutually understood that any property of any kind or character hereafter acquired by either

party shall be the sole and separate property of the party so acquiring said property.

17. It is mutually agreed and understood between the parties as part of the consideration for the execution for this instrument, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the agreements entered into under this contract.

18. Both HUSBAND and WIFE acknowledge that the provisions of this Marital Dissolution Agreement are fair, adequate and satisfactory to both HUSBAND and WIFE, and both HUSBAND and WIFE accept this Agreement in full and final settlement of all claims and demands against each other, and both HUSBAND and WIFE hereby release and discharge each other from any and all such claims and demands except as provided in this Agreement. It is further clearly and expressly understood by both HUSBAND and WIFE and agreed by and between them that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation by either HUSBAND or WIFE, or the attorney of record for HUSBAND or WIFE.

IN WITNESS WHEREOF, the parties have read this instrument and each and every word of it, are familiar with the contents hereof, and have signed their names this 19th day of July, 1995.

STATE OF TENNESSEE)
COUNTY OF Davidson)

Allison Yorke Miller Smith
ALLISON YORKE MILLER SMITH

Sworn to and subscribed before me this 19th day of July, 1995.

Lisa M. Ledbetter
Notary Public

My Commission Expires: 5-25-96

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Randy Horton Smith
RANDY HORTON SMITH

Sworn to and subscribed before me this 19 day of July, 1995.

Larry Crain
Notary Public

My Commission Expires: 11-16-96

APPROVED FOR ENTRY:

Larry Crain
Larry L. Crain, #9040
Attorney for HUSBAND
101 Westpark Drive, Suite 250
Brentwood, TN 37027
615-377-1107

Sidney S.F. Bennett
Sidney S.F. Bennett, #10371
Attorney for WIFE
1225 First American Center
315 Deaderick Street
Nashville, TN 37238
615-244-7305

BOOK 9768PG586
FILED
95 AUG -9 AM 9:53
RICHARD R. ROOKER, CLERK
D.C.

PERSONAL PROPERTY OF WIFE

1. Dry Sink
2. Pine Desk in Kitchen
3. Bench in Kitchen
4. Pitcures in Kitchen
5. Wingback Chair in Livingroom
6. Victorian Rocker in Livingroom
7. Drop Leaf Table in Livingroom
8. Piano
9. Bookcase
10. Victorian Loveseat
11. Pine Chest
12. Pine Pieces in Livingroom Under Window
13. Small Oak Drop Leaf Table in Livingroom
14. Blanket Chest in Bedroom
15. 2 Chairs in Master Bedroom
16. Peter Hunt Chest in Master Bedroom
17. Dresser/Mirror in Master Bedroom
18. Table by Bed in Master Bedroom
19. Chest in Bathroom
20. Medicine Cabinet
21. Mirror in Bathroom
22. Trunk in Master Bedroom
23. Trunk in Livingroom
24. Jelly Cupboard in Livingroom
25. End Table in Livingroom
26. Desk in Livingroom
27. TV and VCR in Livingroom
28. Clock on Mantel
29. Desk/Dresser in Livingroom
30. Dresser in Boys' Bedroom
31. School Desk in Boys' Bedroom
32. Peter Hunt Desk in Janci's Room
33. Iron Bed in Janci's Room
34. File Cabinets in Office
35. Desk Top in Office
36. Chair and Ottoman in Basement
37. Victorian Chair and Loveseat in Basement
38. Washer/Dryer (Stackable)

"EXHIBIT A"

FILED
95 AUG -9 AM 9:53
RICHARD R. ROONEY, CLERK
D.C.

PERSONAL PROPERTY OF HUSBAND

1. Secretary in Kitchen
2. Table and Chairs in Kitchen
3. Kitchen Rugs
4. Lazy Boy
5. 2 Wooden Rocking Chairs
6. Rug in Livingroom
7. Wicker Furniture
8. Black Rug (Wool)
9. Bed in Master Bedroom
10. Armoire Master Bedroom
11. Dresser in Master Bedroom
12. Big TV in Master Bedroom
13. Blanket Rack in Master Bedroom
14. Gun Cabinet in Livingroom
15. Rug in Bedroom (Wool)
16. Rocking Chair
17. Blue Chair on Porch
18. Vanity in Janci's Room
19. Tall Dresser in Janci's Room
20. Pine Dresser in Janci's Room
21. Bookcases in Office
22. Shelving Units in Office

"EXHIBIT B"

It is hereby ORDERED, ADJUDGED AND DECREED that child support shall not be reduced or prorated without Court approval.

It is hereby **ORDERED, ADJUDGED AND DECREED** all court costs will be paid by Allison Yorke Miller Smith.

It is finally **ORDERED, ADJUDGED AND DECREED** by the Court that execution may issue to enforce any of the provisions of this Decree.

ENTERED this the 9th day of Aug, 1995.

BOOK 9768 PG 583

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

SIDNEY S. F. BENNETT #10371
Attorney for Allison Yorke Miller Smith
1225 First American Center
315 Deaderick St.
Nashville, TN 37238
(615) 244-7305

mail

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed by U.S. Mail, postage pre-paid, to Larry L. Crain, Attorney for Defendant at 101 Westpark Dr., Suite 250, Brentwood, Tennessee 37027 on this the 9 day of August, 1995.

SIDNEY S.F. BENNETT

BOOK 9768PG589

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 _03 day of _AUGUST , 19 _95 , in the Case Number _9404033 between _SMITH, ALLISON YORKE MILLER Plaintiff, and _SMITH, RANDY HORTON Defendant, as same remains of record in Book 247A , Page _2 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 _11 day of _AUGUST in the year one thousand nine hundred and _ninety-five and in the _220th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL



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FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

00091582

IDENTIF. & REFERENCE