FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

95 AUG 18 PM 4:24

ROBIN RAYE SISCO
Plaintiff,

JEFFREY ROBERT SISCO
Defendant.

No. 95D-1488
Notice of Entry Required

D.C.

FINAL DECREE

BOOK 9775 PG 140

This cause came to be heard on the 18th day of August, 1995, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce filed by Mrs. Sisco, and from the parties signing the Marital Dissolution Agreement, the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101(11). It is therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Robin Sisco, 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, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does provide for the equitable division of the marital property and the Court does approve the Agreement attached hereto as follows:

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FOURTH CIRCUIT

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROBIN RAYE SISCO
Plaintiff,

95 MAY 12 PM 2:27

RICHARD R. ROOKER, CLERK

vs.

No. 95D-1488

JEFFREY ROBERT SISCO
Defendant.

D.C.

MARITAL DISSOLUTION AGREEMENT BOOK 9775 PG 141

THIS AGREEMENT is made and entered into by and between Jeffrey Robert Sisco, hereinafter called "Husband", and Robin Raye Sisco, hereinafter called "Wife".

W I T N E S S E T H

WHEREAS, the parties are married and a child, namely, Jeffrey Keelor Sisco were the product of the marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody and support of any children the parties may have as a result of the marriage; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, **ONLY** Wife is represented by Robyn Lynne Ryan, Attorney, and the opposing party has obtained independent advice or waived same and is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. 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 those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, 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, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, 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 action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as 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 benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions 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 in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both

parties.

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 fee and suit expenses 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 all such parts of this agreement as might be material, except those that might be lessened or destroyed, 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, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. 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 making 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 as 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 or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS TO BE FILED. As soon as possible after the execution of this agreement, Robyn Lynne Ryan shall cause to be prepared and file a complaint for divorce in the Circuit Court of Davidson County, Tennessee, including the grounds that irreconcilable differences have arisen between the parties. The Defendant is aware that this divorce will be filed in the State of Tennessee and waives further services and filing an answer to the Complaint.

Husband agrees to pay all Court cost arising out of said divorce proceeding if uncontested.

PERSONALTY. The parties have divided between themselves the furniture, furnishings and personal belongings that were acquired during the marriage and each party makes no claim to any property in the possession of the other party.

It is agreed that Wife will have possession and title to the Parties' Chevrolet Cavalier and 1988 Celebrity and Husband will

have possession and title to the Parties' Chevrolet Truck and each party releases any claim or right they have to the vehicle of the other.

The parties agree to assume any liability associated with said automobiles and hold the other harmless thereon. Each party agrees to execute any document necessary to effectuate change of title.

REAL ESTATE. Husband agrees to convey and by signing this document does convey to Wife any and all interests in the property at 3112 Wingate Avenue, Nashville, TN 37211, more particularly described as follows:

> Being Lot No. 64 on the Map of Airdrie Subdivision "C" of record in Book 547 page 160, Register's Office for Davidson County, Tennessee
>
> Said Lot No. 64 fronts 50 feet on the easterly side of Wingate Avenue and runs back between parallel lines 168 feet to an alley.
>
> Being the same property conveyed to Elijah D. Foutch and wife, Ona Mai Foutch by deed from Daniel L. Belcher and wife, Ruth Ella Blecher of record in Book 1258, page 210, Register's Office for Davidson County, Tennessee; the said Elijah D. Foutch having predeceased Ona Mai Foutch on April 10, 1981, and the said Ona Mai Foutch dying intestate on April 26, 1983, leaving as her sole heirs at law, Larry D. Stamps and John D. Foutch. And being the same property conveyed to John D. Foutch by Quitclaim Deed from Larry D. Stamps and wife, Dana R. Stamps of record in Book 6970, page 77, Register's Office for Davidson County, Tennessee. The said John D. Foutch having since died leaving as his sole heir Larry W. Stamps.

Husband further agrees to execute and deliver to Wife any and all deeds and instruments necessary to convey title of said real estate to Wife. Wife agrees to assume liability for the debts on the property. Wife agrees that the parties will split the present equity of $2,596.00 with each party receiving $1,298.00 at such time the home is sold. If the home is not sold within two (2) years from the date of the final decree in this matter, Wife agrees to pay the $1,298.00 to the Husband without further action by the Husband.

DEBTS. Husband agrees to assume, pay and hold Wife harmless for the following debts as an element of the division of the parties' debt:

> Associates
> AEDC Signature Loan

This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523

(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

Wife agrees to assume, pay and hold Husband harmless for the following debts as an element of the division of the parties' debt:

AVCO Finance, Wife's AEDC Credit Line, NES

This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

LIFE INSURANCE. To secure his child support obligation, Husband shall continue to maintain his life insurance policy on his life, with Wife named as beneficiary. Husband's obligation to maintain Wife as beneficiary of the policy shall terminate upon the younger child attaining the age of 18 or graduating with his normal high school class, whichever is last. In the event of a change of custody, Husband may ask the Court to relieve him of the obligation to maintain the policy. Wife is to make Husband beneficiary on Jeffrey's portion of life insurance. RS JS

ALIMONY WAIVED. Wife and Husband claim no alimony either pendente lite or permanent and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

ATTORNEY FEES. It is agreed between parties that only Wife is represented by Robyn Lynne Ryan and will pay Robyn Lynne Ryan's attorney fee in connection with this divorce proceeding and this agreement. It is also agreed between the parties that the opposing party shall pay their own attorney's fee in connection with this litigation.

CUSTODY and VISITATION. The Mother shall be responsible for the care, supervision and guidance of the Parties' child, Jeffrey Keelor Sisco, and shall, therefore, be awarded custody. Specific visitation rights shall be granted to the Father and the Father will be responsible for care, supervision and guidance during those visitation times and shall, on an ongoing basis, aid the custodial

parent in bearing the responsibility of financial assistance as outlined in Child Support section below:

The Father shall have the following specific visitation: Every other weekend from 6:00 p.m. Friday until 6:00 p.m. on Sunday on alternate weekends. Two (2) weeks in the summer. The parties shall alternate the following Holidays:

New Year's Day
Memorial Day
Easter
Fourth of July
Labor Day
Thanksgiving

Father shall have additional with the **child** on Father's Day and his birthday and Mother, regardless of the above, shall have the **child** with her on Mother's Day and her birthday.

The **Mother** shall have the **child** on Christmas Eve until the age of five (5), with the **Father** having the child from 12:00 p.m. on Christmas Day and the following week after. RS JS

When the **child** reaches age five (5), the **Mother** shall have the **child** from one week prior to Christmas until 12:00 p.m. on Christmas Day on odd numbered years with Father having same on even numbered years. RS JS

CHILD SUPPORT. It is further agreed between the parties that the Father will pay $90.00 per week, as child support to the Mother. Said payments are due each Friday at 6:00 p.m. The child support set out in this paragraph is in compliance with the Federally Mandated Child Support Guidelines. The parties acknowledge that no action to alter the support amount will be effective without the prior approval of the court.

The child support shall cease upon the child of the parties turning 18 years of age or graduating with the child's normal high school graduating class whichever is last.

HEALTH INSURANCE - COVERAGE. **Husband** agrees to maintain health insurance on the minor child which will cover major medical, dental, pharmaceutical and optical expenses. Any expenses not covered by insurance will be split between the parties.

PENSIONS. The parties agree to give any right they might have to the other parties' retirement or pension. Each party will therefore retain the right to their individual pension and

retirement.

STOCK. The parties agree that the Husband shall be entitled to keep the stock he currently owns in Robert Orr Sysco Corporation, and Wife shall be entitled to keep the stock savings she currently owns and each party relinquishes any right, title, or interest they may have in such stock.

Robin Kaye Sisco 8/15/95 Jeffrey Robert Sisco 8-18-95

Robin Kaye Sisco Jeffrey Robert Sisco

PLAINTIFF DEFENDANT

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

On this 19th day of April, 1995, personally appeared Jeffrey Robert Sisco, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Susan L. Nicholds
NOTARY PUBLIC

My Commission Expires:
[illegible]

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

On this 19th day of April, 1995, personally appeared Robin Raye Sisco, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

Susan L Nicholds
NOTARY PUBLIC

My Commission Expires:
[illegible]

This Court further finds that the address of the Plaintiff is 3112 Wingate Avenue, Nashville, Tennessee 37211, and the address of the Defendant is 2208 River Rock Crossing, Murfreesboro, Tennessee 37130.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are to be taxed against the Defendant, for all of which execution may issue if necessary.

ENTER this the 14th day of Aug., 1995.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

Robyn Lynne Ryan
Attorney for Plaintiff
Registration No. 12782
5th Floor, St. Cloud Corner
500 Church Street
Nashville, Tennessee 37219
(615) 242-3996

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been hand delivered to placed in the United States mail, postage prepaid, to Jeffrey Sisco, at 2208 River Rock Crossing, Murfreesboro, Tennessee 37130, this the 18th day of August, 1995.

Robyn Lynne Ryan

BOOK 9775 PG 151

STATE OF TENNESSEE

I, RICHARD R. ROOKER, [illegible] County, do hereby certify that the foregoing is a true and correct copy of [illegible] entered in the [illegible] Court of Shelby County, Tennessee, on the [illegible] day of [illegible], 19[illegible], in the case styled [illegible] vs. [illegible].

[illegible] Witness my hand and seal this [illegible] day of [illegible] 19[illegible].

IN TESTIMONY WHEREOF, I have [illegible] hereto set my hand and affixed the seal of said Court at office in Memphis, this the [illegible] day of [illegible] 19[illegible].

RICHARD R. ROOKER, Clerk

By [illegible] Deputy Clerk

[illegible]