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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

94 FEB -9 AM 9:42

RICHARD R. ROOKER, CLERK

DOROTHEA FAITH QUESENBERRY,)
)
Plaintiff,)
)
vs.) No. 93D-4355
)
BYRON DALE OLIVER,)
)
Defendant.)

D.C.

BOOK 9797 PG 908

FINAL DECREE

This cause came to be heard on the 9th day of February, 1994, before the Honorable Marietta Shipley, Judge, upon the complaint for absolute divorce filed by the Plaintiff, the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties which the Court finds makes a fair and equitable division of the parties' jointly owned property and the entire record in this cause. From all of which it appears to the Court that the Plaintiff should be awarded an absolute divorce from the Defendant upon the grounds of irreconcilable differences. It further appears to the Court that the current address of the Wife is 97 White Bridge Rd., Nashville, TN 37209; and that the current address of the Husband is 3615 Nebraska Ave., Nashville, TN 37209.

IT IS THEREFORE, ORDERED that the Plaintiff be and the Plaintiff hereby is awarded an absolute divorce from the Defendant upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

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IDENTIF. & REFERENCE

95 SEP 18 PM 2:25
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DOROTHEA FAITH QUESENBERRY,)
)
Plaintiff,)
)
vs.)
)
BYRON DALE OLIVER,)
)
Defendant.)

94 FEB -9 AM 9:42

RICHARD R. ROOKER, CLERK

No. 93D-4355 D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Dorothea Faith Quesenberry, (hereinafter referred to as "Wife") and Byron Dale Oliver, (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings against the Husband, same being Civil Action No. 93D-4355 in the Second Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The Wife shall proceed to trial and be granted a divorce against the Husband on the grounds of irreconcilable differences. Both parties shall be restored to all the rights and privileges of unmarried persons.

2. The Husband shall be awarded all right, title, and interest in and to the marital residence located at 3615 Nebraska Avenue, Nashville, TN 37209. Any interest the Wife has therein is

divested of her and vested in the Husband. The Husband shall be solely responsible for payment of all indebtedness thereon and hold the Wife harmless from repayment thereof.

3. The Husband shall be awarded all right, title and interest in and to the checking and savings accounts at First American National Bank. Any interest the Wife has therein is divested of her and vested in the Husband.

4. The Wife shall be awarded all right, title, and interest in and to the 1987 Nissan Sentra in her possession. The Husband shall be awarded all right, title, and interest he has in and to the Toyota Four-Runner which he is presently leasing, and he shall be solely responsible for any and all payments thereon, holding the Wife harmless from repayment thereof.

5. Each party shall be awarded all right, title, and interest in and to the furniture, household furnishings, and personal possessions in their respective possession.

6. The Wife shall be solely responsible for payment of the American Express Optima account, Sears, her student loan, and the Dillard's account. She shall hold the Husband harmless from repayment thereof.

7. The Husband shall be solely responsible for payment of the Bank of New York credit account, the People's Bank credit account, any indebtedness owing the Internal Revenue Service, and the Nashville Gas Company loan. He shall hold the Wife harmless from repayment thereof.

8. The parties agree that they shall submit all information and documentation necessary to prepare their 1993 tax return to their accountant for preparation of the return, and that the decision regarding whether to file said return jointly or as married filing separately shall be made by the parties based upon which filing status would be more tax advantageous to them. Any amount owed shall be divided equally between them. All costs incurred for the preparation of the return shall be paid by the Husband.

9. The Husband shall be awarded all right, title, and interest in and to all royalties from the musical compositions he

has written, and his publishing agreement with Warner-Chappell, including previous royalties for performances and mechanical work and debt.

10. Each party shall be responsible for payment of their own attorney's fees.

11. The Wife shall be responsible for payment of the costs of this cause.

12. Each party shall be solely responsible for payment of all indebtedness existing in their separate names and shall hold the other party harmless from repayment thereof.

13. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability thereof, such obligation 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.

14. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

15. 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.

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

17. 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.

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

19. 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.

20. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, of for any reason not herein stated. The provisions in 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.

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

22. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid

provision shall not affect the other provisions of this Agreement, said provisions being severable.

23. 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.

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

25. The parties agree that all alimony and/or child support or other payments which may be still owing by one party to the other at the time of his or her death shall continue beyond his or her death and shall be debts and obligations which shall be binding on and payable by his or her estate, heirs and executors as if he or she were still living.

26. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding joint indebtedness other than that specifically set out herein. However, in the exception of the indebtedness specifically set out herein, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

DOROTHEA FAITH QUESENBERRY

BYRON DALE OLIVER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, Dorothea Faith Quesenberry, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this the 18th day of January, 1994.

NOTARY PUBLIC

My Commission Expires: 9-27-97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, Byron Dale Oliver, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this the 24th day of January, 1994.

NOTARY PUBLIC

My Commission Expires: 11-20-96

ENTERED this the 9th day of February, 1994.

JUDGE

APPROVED FOR ENTRY:

KATHRYN G. GRIFFIN (#10232)
Attorney for Plaintiff
43 Music Square West
Nashville, TN 37203
(615) 244-4270

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed to Byron Oliver, 3615 Nebraska Avenue, Nashville, TN 37209, on this the 7th day of February, 1994.

KATHRYN G. GRIFFIN

I hereby certify that this is a true copy of original instrument filed in my office this 3 day of 7 1994
RICHARD R. ROOKER, Clerk
By _____ Deputy Clerk

BOOK 9797 PG 916

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 _SECOND Circuit Court for Davidson County, Tennessee, on the _03 day of _FEBRUARY , 19 _94 , in the Case Number _9304355 between _QUESENBERRY, DOROTHEA FAITH Plaintiff, and _OLIVER, BYRON DALE Defendant, as same remains of record in Book 152B , Page _1007 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 _18 day of _SEPTEMBER in the year one thousand nine hundred and _ninety-five and in the _220th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk