IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THERESA M. WOLFE,

Plaintiff,

vs.

DOUGLAS PEDRICK WOLFE,

Defendant.

No. 95D-516

BOOK 9921 PG 872

FINAL DECREE

This cause came to be heard on the 6th day of December, 1995, 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 6025 Deer Trace, Nashville, Tennessee 37211; and that the current address of the Husband is 115 Springplace, Donelson, Tennessee 37213.

IT IS THEREFORE, ORDERED that the Plaintiff be and she hereby is awarded an absolute divorce from the Defendant upon the grounds of irreconcilable differences, 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:

0142101
IDENTIFICATION REFERENCE
96 JAN 18 PM 3:53
DAVIDSON COUNTY, TN.
MAIL ENV.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THERESA M. WOLFE,
Plaintiff,
vs.
DOUGLAS PEDRICK WOLFE,
Defendant.

No. 95D-516

BOOK 9921 PG 873

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Theresa M. Wolfe, (hereinafter referred to as "Wife") and Douglas Pedrick Wolfe, (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. 95D-516 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 Wife shall be awarded sole legal custody of the parties' minor children. The Husband shall be awarded visitation with said children on alternate weekends from Friday at 6:00 p.m.

to Sunday at 6:00 p.m., for one week during the Christmas holidays, and on an alternating annual basis, the holidays of New Years' Day, Easter, Memorial Day, July 4th, Labor Day, and Thanksgiving Day. The Husband shall also have summer visitation with the children for two (2), two-week periods each summer. He shall notify the Wife by May 1st of each year when he intends to exercise said visitation.

3. The Husband shall pay to the Wife the sum of $1,700.00 per month, as support for the parties' minor children. Said sum is in conformance with the child support guidelines. The parties affirmatively acknowledge that no action to reduce child support shall be effective beyond the due date of each payment, and they understand that court approval must be obtained before child support can be reduced.

4. The Husband shall provide medical and dental insurance for the parties' minor children. Each party shall be responsible for payment of one-half of all medical and dental expenses incurred by said children not covered by insurance, including medical, dental, optical, orthodontic, psychiatric and psychological, and prescription drug expenses.

5. The Husband shall be awarded all right, title, and interest in and to the marital residence located at 6025 Deer Trace, Nashville, Tennessee 37211. He shall be solely responsible for payment of any indebtedness existing thereon, holding the Wife harmless. The Husband shall pay to the Wife the sum of $17,600.00 as her equity therein and the Wife is awarded a lien in that amount against said property, which has a legal description as follows:

> Land in the First Civil District being Lot No. 103 on the Plan of Myrtlewood Estates, Section V, as shown on Plat of record in Book 6250, pages 910 and 911, of the Register's Office for Davidson County, Tennessee, to which Plat reference hereby made for complete details of description.
>
> Being the same property conveyed to Douglas P. Wolfe, and wife Theresa M. Wolfe, by deed from Hampton Construction Company, Inc., by Leon Hampton, President, of record in Book 7238, Page 556, Register's Office of Davidson County, Tennessee.

The Husband shall make all reasonable efforts to obtain financing whereby he will be able to pay that amount to the Wife within a period of twenty-four (24) months from the date of the entry of this Final Decree of Divorce. If at the end of said twenty-four (24) month period the Husband has not paid said amount, the property shall be sold at a reasonable price to be agreed upon by the parties. After payment of the indebtedness existing thereon, the realtors' commissions and all closing costs, the net proceeds therefrom shall be divided equally between the parties.

6. The Wife shall be awarded the 1991 Honda Accord and shall be solely responsible for payment of any indebtedness existing thereon, holding the Husband harmless.

7. Each party shall be awarded all furniture and household furnishings in their possession, free and clear of any claims thereto of the other party.

8. The Wife shall be awarded all funds existing in her present pension plan through Hospital Corporation of America, free and clear of any claims thereto of the other party.

9. The Husband shall be awarded all funds existing in his pension plan through the Metropolitan Government, free and clear of any claims thereto of the other party.

10. The Husband shall be solely responsible for payment of two-thirds (2/3) of the cost of the room, board, books, tuition and registration fees for the parties' children to attend a four-year course of study at the college, university, vocational, or trade school of their choice, at a cost not to exceed that of the University of Tennessee at Knoxville. The Wife shall be responsible for one-third (1/3) of said cost. The parties' obligation for payment of such room, board, books, tuition and registration fees shall extend until each child graduates from college with his or her class or reaches the age of twenty-three (23) years, whichever occurs first.

11. The Wife shall be solely responsible for payment of the following debts, holding the Husband harmless thereon:

(a) Riverfront Credit Union
(b) HFC

(c) Southern Sports Medicine
(d) Chevy Chase MasterCard
(e) Colonial National Bank MasterCard
(f) Castner Knott's
(g) Dillard's
(h) Discover Card
(i) One-half the indebtedness owed by the parties to the Internal Revenue Service as of the date of the entry of the Final Decree of Divorce

12. The Husband shall be solely responsible for payment of the following debts, holding the Wife harmless thereon:

(a) First Card MasterCard
(b) First USA Bank MasterCard
(c) Commercial Credit
(d) Citibank MasterCard
(e) One-half the indebtedness owed by the parties to the Internal Revenue Service as of the date of the entry of the Final Decree of Divorce
(f) Any other bills the Husband may have incurred since January 1, 1992, which the Wife is not aware.

13. The Husband shall be awarded the Porche and Ford Taurus automobiles, and shall be solely responsible for payment of any indebtedness thereon, holding the Wife harmless.

14. Each party shall be responsible for payment of their respective attorney's fees.

15. The costs of this cause shall be divided equally between the parties.

16. 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 therefor, 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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.

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

Theresa M. Wolfe
THERESA M. WOLFE

Douglas Pedrick Wolfe
DOUGLAS PEDRICK WOLFE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, Theresa M. Wolfe, 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 30th day of November, 1995.

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, Douglas Pedrick Wolfe, 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 27 day of November, 1995.

Linda B. Lee
NOTARY PUBLIC

My Commission Expires: 1-20-99

ENTERED this the 6th day of December, 1995.

Marietta M. Shipley
MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:

Kathryn G. Brinton

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

BOOK 9921 PG 880

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed to John J. Hollins, Jr., Attorney for Defendant, 424 Church Street, Nashville, TN 37219, on this the 1st day of December, 1995.

Kathryn G. Brinton
KATHRYN G. BRINTON

BOOK 9921 PG 881

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 06 day of DECEMBER , 19 95 , in the Case Number 950516 between WOLFE, THERESA M. Plaintiff, and WOLFE, DOUGLAS FEDRICK Defendant, as same remains of record in Book 161C , Page 1553 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 09 day of JANUARY in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL



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