BK/VOL 10008 PG 871

FILE BOX 3

IN THE CIRCUIT COURT FOR WILSON COUNTY, TENNESSEE
AT LEBANON

DARSEY DARRELL LODEN, Husband,	)	
vs.	)	Case No. 1404
REBECCA HOLDER LODEN, Wife.	)	

ORDER FILED

DEC 21 1995

JIMMY CARTER MARTIN
CIRCUIT COURT CLERK
WILSON COUNTY

FINAL DECREE OF DIVORCE

This cause came to be heard on the 21st day of December, 1995, before the Honorable John Gwin-Special ~~Bobby Capers~~, Judge of the Circuit Court for Wilson County, Tennessee, upon the Husband's petition for an absolute divorce on grounds of irreconcilable differences, and upon the Marital Dissolution Agreement signed by both parties, upon the testimony of the Husband, and upon the entire record herein, from all of which the Court finds that the parties have suffered irreconcilable differences in their marriage as entitles them to an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Husband, DARSEY DARRELL LODEN, be and hereby is awarded an absolute divorce from the Wife, REBECCA HOLDER LODEN, on the grounds of irreconcilable differences, T.C.A. Section 36-4-103, and he is hereby restored to all the rights and privileges of an unmarried person.

Respecting the issues of division of assets and debts, it appears that the parties have by written agreement made for the equitable settlement of all rights and property between them. The Court hereby approves the Marital Dissolution Agreement and same is copied herein verbatim as follows:

IDENTIF. ↑ REFERENCE 0169069

96 APR -9 AM 9:09
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

I HEREBY CERTIFY THE FOREGOING
TO BE A TRUE AND PERFECT COPY OF
ORIGINAL INSTRUMENT ON FILE IN THIS
CASE
20 DAY OF March 19 96
JIMMY CARTER MARTIN, CIRCUIT COURT CLERK
WILSON CO, TN

COPY

IN THE CIRCUIT COURT FOR WILSON COUNTY, TENNESSEE

DARSEY DARRELL LODEN, Husband, v. REBECCA HOLDER LODEN, Wife.	))))))	Case No. BOOK 10008 PG 872

MARITAL DISSOLUTION AGREEMENT

1. WHEREAS, DARSEY DARRELL LODEN, hereinafter referred to as the "Husband", and REBECCA HOLDER LODEN, hereinafter referred to as the "Wife", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

2. WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

3. WHEREAS, the parties own some real property located in Davidson County, Tennessee, and in Graham County, North Carolina, and have some personal property:

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

I. NO INTERFERENCE

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE

It is agreed by and between the parties that the Husband shall proceed to obtain a divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY

The parties have already divided their personal property in the nature of household goods to the satisfaction of each party.

The Wife shall have as her own all stock the she now owns in

Cracker Barrel.

IV. VEHICLES

It is agreed by and between the parties that the Wife shall have as her sole property a certain 1991 Honda Accord vehicle titled in the name of the Wife, free and clear of any interest or claim of the Husband. Further, Wife shall pay any debts on said vehicle, indemnify the Husband and hold him harmless therefrom.

It is agreed by and between the parties that the Husband shall have a certain 1987 Plymouth Horizon and a certain 1985 Dodge Pick Up truck titled in the Husband's name free and clear of any interest or claim of the Wife. Further, Husband shall pay any debts on said vehicles, indemnify the Wife and hold her harmless therefrom.

V. REAL PROPERTY

It is agreed by and between the parties that the residential property located in Davidson County, Tennessee, at 4841 Catskill Drive, Old Hickory, TN 37138 and owned jointly by the parties shall be sold and the proceeds divided equally between them. The Wife shall have the right to reside in said real property until it is sold. This property is more particularly described as: being located in Wilson and Davidson Counties as Lot No. 418 on the Plan of Sherwood Forest, Section IV, as of record in Book 4460, Page 182 and 183, Register's Office for Davidson County, Tennessee and being Lot No. 418 on the Plan of Shiloh Park Addition to Section II and III of record in Plat Book 10, Page 11, Register's Office for Wilson County, Tennessee, to which plat reference is hereby made for a more complete legal description. Being the same property conveyed to the grantors by deed of record in Book 411, Page 185, Register's Office for said County.

It is agreed by and between the parties that a certain residential property in Stecoah Township, Graham County, North Carolina, located at Route 7, Box 285, Robbinsville, North Carolina, and jointly owned by the parties shall be awarded solely and exclusively to the Wife. This property is more particularly described as Being in Stecoah Township, Graham County, North

BEGINNING on an iron pipe at a 14 inch White Oak (ref. N 48-27-40 W 537.51 feet, from an iron pipe replacing a Black Gum, beginning corner of Dale Cable three acre tract) and runs N 3-13-40 W 85.56 feet passing an iron pipe at 67.83 feet to a point in C/L of road and with the C/L of road the following calls and distances: N 85-07-20 E 69.28 feet; S 69-19-00 E 32.02 feet; S 49-38-30 E 114.24 feet; S 1-08-30 W 24.07 feet; S 36-56-40 W 24.92 feet; S 76-58-20 W 105.01 feet; N 76-48-20 W 24.32 feet; N 57-58-30 W 71.75 feet; thence, leaving the C/L of the road and runs N 49-27-00 E 27.72 feet to the point of BEGINNING, containing 0.49 acres more or less, as surveyed by Larry M. Dehart, RLS L-1366.

Granted also an easement for road right of way to be used in common with Grantors, their heirs, assigns and successors forever described more particularly as being a 15 feet wide road right of way following the meanders of the centerline described in a certain Deed from Dale Cable and wife, Nettie Cable to Bobby Cable, which Deed is found of record in Book 93 at Page 25, of the Graham County Registry and to which reference is hereby made for a more complete description.

SUBJECT TO AN EXCEPTION by Dale Cable and wife, Nettie Jane Cable from the above referred to described land that portion of land with calls common to the said road, described above for a width of 7 1/2 feet next adjoining the said centerline a number of courses and distances which are found fully described in that Deed from Dale Cable and wife, Nettie Jane Cable found of record in Deed Book 93, at Page 25, to which reference is hereby made for a more complete description.

BEING that same parcel of land conveyed to Bobby Cable by Dale Cable and wife, Nettie Jane Cable, found of record in the Graham County Register of Deeds Office in Book 93, at Page 25, to which reference is hereby made for a more complete description.

ALSO SUBJECT TO an easement to use water located on Grantors' land, with a right of ingress, regress, and egress to maintain present water lines; said easement to be used in common with Grantors, their heirs and assigns forever.

For source of title, see Deed Book 113, at Page 345 of the Graham County Registry.

All interest or claim of the Husband in said real property shall be divested from him and vest solely and exclusively in the Wife. Husband shall quitclaim is interest in said real property to the Wife within ten days after the entry of the final decree of divorce in this cause. Wife shall be fully responsible for all debts, taxes and expenses relating to said real property, indemnify the Husband and hold him harmless therefrom.

VI. MARITAL DEBTS

It is agreed by and between the parties that the Husband shall be solely responsible for all debts in his own name and that the Wife shall be solely responsible for all debts in her own name. Each shall indemnify the other and hold the other harmless from all debts in his or her own names, respectively.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

It is agreed by and between the parties that each party shall be solely responsible for debts that they have acquired in their respective names henceforth and that they shall each indemnify and hold the other harmless therefrom.

It is agreed by and between the parties that the Husband shall be solely responsible for payment of the parties' joint debt to MBNA Credit Card. Husband shall indemnify the Wife and hold her harmless from this debt.

VII. NO FURTHER ENCUMBRANCES

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

VIII. ATTORNEY FEES

It is agreed by and between the parties that the parties shall be responsible for their own attorneys' fees, if any.

IX. COURT COSTS

It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband.

X. FURTHER NECESSARY ACTS

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XI. ESTATE WAIVER

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising our 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/ix of the other's estate, except as provided by the terms of this

Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XII. ENTIRE AGREEMENT

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XIII. ENFORCEMENT

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XIV. NO OTHER ASSETS

The parties acknowledge that there are no other assets (including but not limited to retirement plans, pensions or savings) 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 a full disclosure to each other of all assets in which they have an interest.

XV. NO UNDUE INFLUENCE

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or 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. The Wife acknowledges that she has had the

opportunity to have counsel represent her in this cause but has declined to do so and has chosen to represent herself.

XVI. SEVERABILITY

In the event that any provision of this Agreement shall be invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XVII. AFTER-ACQUIRED PROPERTY

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XVIII. WAIVER OF SERVICE OF PROCESS

It is agreed by and between the parties that the Wife agrees to waive service of process upon her, and attest thereto by her signature upon this marital dissolution agreement.

XIX. RESTORATION OF WIFE'S MAIDEN NAME

It is agreed by and between the parties that the Wife shall be restored to her maiden name, Rebecca Holder.

WITNESS OUR HANDS, this 30th day of August, 1995, as to the Husband, and this 31st day of August, 1995, as to the Wife.

Darsey Darrell Loden
DARSEY DARRELL LODEN, HUSBAND

Rebecca Holder Loden
REBECCA HOLDER LODEN, WIFE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, DARSEY DARRELL LODEN, with whom I am personally acquainted or proved to me on satisfactory evidence that he was said person, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 30th day of August, 1995.

My Commission Expires: 7.20.97

Notary Public
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY appeared before me, REBECCA HOLDER LODEN, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 31st day of August, 1995.

My Commission expires: 7.26.97

Thomas K. Bowers
NOTARY PUBLIC

Prepared by:

Thomas K. Bowers

THOMAS K. BOWERS, #13723
Attorney for the Husband
P.O. Box 140256
2821 Lebanon Road, Suite 204
Nashville, Tennessee 37214
(615) 889-2820

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the provisions of said Marital Dissolution Agreement are made the judgment of the Court.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the final costs of this cause are assessed equally against the parties, for which execution may issue if necessary.

ENTER this the 21st day of December, 1995.

~~**BOBBY CAPERS**~~, **JUDGE**
John Green, Special

APPROVED FOR ENTRY:

Thomas K. Bowers

Thomas K. Bowers #13723
Attorney for Husband
P.O. Box 140256
2821 Lebanon Road, Suite 204
Nashville, TN 37214
(615) 889-2820

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true copy of the foregoing document(s), via United States mail, postage pre-paid, on this the 21st day of December, 1995, to Rebecca Holder Loden, 209 10th Ave S, Suite 311, Nashville, TN 37203.

Thomas K. Bowers

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

7994 04/09 0101 03CHECK 36.00

State of Tennessee, Wilson County
I, Margie Trice, Register of said county and state do certify that the foregoing instrument is registered in said office in book 445 page 578 that it was received 3-29 1996 at 9:00 a.m. and entered in notebook 31 page 319 Margie Trice, Reg. Deputy

State Tax $
Fee $
Recording Fee $ 36.00
Total $ 36.00
Receipt No. 90803
MARGIE L. TRICE, Register
By Deputy