IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

BARBARA SUE ARMSTRONG, JUN 23 PM 3:43

Plaintiff,

vs. NO. 88D-3390

GROVER C. ARMSTRONG,

Defendant.

BOOK 10166 PG 847

FINAL DECREE

This cause came on to be heard on the 24th day of April, 1989, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff in this cause, Barbara Sue Armstrong. The parties were before this Court, both represented by counsel. The Defendant, Grover C. Armstrong, withdrew his Answer and Counter Complaint upon oral Motion, so as to allow this case to proceed on the grounds of Irreconcilable Differences. Based upon the testimony of the Plaintiff, statements of counsel for the Plaintiff, and the entire record, and the parties having entered into a written notarized Marital Dissolution Agreement, making specific reference to this action by cause or docket number, and by signing of such Agreement, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences; and,

IT IS THEREFORE ORDERED, ADJUDGED and DECREED:

1. That the Plaintiff, Barbara Sue Armstrong, is hereby awarded an absolute divorce from the Defendant, Grover C. Armstrong, on the grounds of Irreconcilable Differences, T.C.A. Section 36-4-103; and is hereby restored to all rights and privileges of an unmarried person. Pursuant to T.C.A. Section 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights and obligations between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

BARBARA SUE ARMSTRONG,
Plaintiff,
vs.
GROVER C. ARMSTRONG,
Defendant.

1989 JUN 23 PM 3:14

NO. 88D-3390

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is hereby entered into this 24th day of April, 1989, by and between BARBARA SUE ARMSTRONG, hereinafter referred to as "Wife", and GROVER C. ARMSTRONG, hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which are irreconcilable and there is now pending in the Probate Court for Davidson County, Tennessee, a suit for divorce between the parties captioned as Barbara Sue Armstrong v. Grover C. Armstrong, Case No. 88D-3390; and,

WHEREAS, it is the decision of the parties insofar as they are able with the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, obligation for the 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 effective with respect to all of their property and other matters and concerns subject to the approval of a Court of competent jurisdiction; and,

WHEREAS, both of these parties have been advised of their respective rights, obligations and responsibilities, one to the other, or have had the opportunity to have been so advised by counsel;

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

1. Each party shall be free from the interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other or compel or endeavor to compel the other to cohabit from this date hereafter.

2. The parties hereto acknowledge that there are no minor children born of their marriage and therefore no provision need be made for custody, child support or visitation.

3. The current address of the Wife is as follows:

Barbara Sue Armstrong
2624A Union Hill Road
Joelton, TN 37080

The current address of the Husband is as follows:

Grover C. Armstrong
3510 St. Lawrence Road
Joelton, TN 37080

4. ALIMONY --

Husband will pay to Wife the sum of Six Hundred ($600.00) as the arrearage of temporary support heretofore Ordered by this Court, which is reduced to judgment for which execution shall issue, if necessary. However, Husband shall be allowed to reduce this arrearage by paying One Hundred and 00/100 Dollars ($100.00) per month, with the first payment due by May 21, 1989, and a like sum thereafter until paid in full. Unless approved by this Court, such support shall not be reduced nor prorated.

5. PERSONAL PROPERTY --

Each party shall retain what furniture and furnishings they have in their possession, except as modified by the Wife's Suggestion of Property Division heretofore filed with the Court, which is attached hereto as Exhibit "1" to this Agreement, and with two (2) additional exceptions: (1) Husband will turn over to the Wife the good bedroom suite he now has in his possession, and the Wife shall return to Husband the broken down bedroom suite that she now has; (2) Husband shall keep the refrigerator as his sole property.

6. DISTRIBUTION OF CASH AND LIQUID ASSETS --

All right, title and interest that the Husband may have in any of Wife's cash or liquid assets, including, but not limited to the Certificate of Deposit on deposit with Sovran Bank in the approximate amount of Seventy Nine Hundred and 00/100 ($7,900.00), and the Fourteen Hundred Dollar plus or minus ($1,400.00+/-) on deposit with Sovran Bank under account No. 14654-062-2, representing the balance in support money paid to Wife in the past for support of the parties' then minor children by the Social Security Administration, are herein divested out of him and reinvested in the Wife in fee simple title as her partial share of the distribution of the marital property free of any further claim of the Husband. Likewise, any and all interest that the Wife may have in any cash or other liquid assets in Husband's name or possession is herein divested out of her and reinvested in the Husband without further claim of right by the Wife.

7. FARM PROPERTY --

Any and all right, title and interest the Wife may have in the farm, comprising approximately 34.63 acres, given to Husband by his mother by Deed of Gift in June of 1978, is herein divested out of her and reinvested in the Husband without any further claim of right, title or interest by the Wife. Husband shall assume and hold Wife harmless for any indebtedness encumbering said property, including but not limited to the debt owed to Dominion Bank in Ashland City, Tennessee. This real property is more particularly described as follows:

> Lying and being in the 24th Civil District of Davidson County, and being more particularly described as follows:
>
> BEGINNING at a point in the southerly margin of said tract, being the southwest corner of the parcel conveyed by the parties hereto to Douglas Truman Spencer, et ux, of record in Book 4532, Page 856, Register's Office for said County; thence with the westerly boundary of the Spencer tract north 1° east 2,460 feet, more or less, to a point in the northerly boundary of said original tract; thence south 88° 30' west 650 feet to a point, being the northwest corner of the original tract; thence south 1° 30' west 2,640 feet to a point, being the southwest corner of the original

tract; thence north 64° 30' east 760 feet to the point of beginning.

Included herein, but excluded from this conveyance, are tracts of land conveyed of record in Book 2901, Page 265, and in Book 3075, Page 493, said Register's Office. By this instrument the Grantor intends to, and does convey to Grantee all her interest in said tract conveyed to her father by deed of record in Book 305, Page 119, said Register's Office, except the tracts conveyed to Spencer, et ux, of record in Book 4532, Page 856, and to Vincent P. Ertola of record in Book 2901, Page 265, and to the Grantor of record in Book 3075, Page 493, all in said Register's Office.

Being the same property conveyed to Grantor, Grover C. Armstrong, a/k/a Grover Cleveland Armstrong, Jr., his heirs and assigns, by Marie Ertola Armstrong, which is recorded in Deed Book 5294, Page 753-754, dated June 6, 1978, in the Register's Office of Davidson County, Tennessee.

Wife will execute whatever documents are reasonably necessary to transfer and Quitclaim any interest she may have in said property to Husband.

8. DEBTS --

Husband shall assume and hold the Wife harmless for all debts as listed in Husband's proposed division of property heretofore filed with the Court, a copy of which is attached hereto as Exhibit "2" to this Agreement. Husband shall hold Wife harmless from any liability for said debts. Except as otherwise provided herein, Wife shall be responsible for her owns debts and shall hold the Husband from any obligation therefor. Each party shall be responsible for his or her own debts that each party incurred after the parties' separation, except as provided herein, holding the other party harmless from any liability or obligation thereon. For any indebtedness not herein disclosed or set out, it is agreed that each party shall be responsible for that indebtedness in the same manner and under the same legal relationship and obligation as when those respective debts were incurred.

In the event a creditor of either party seeks to compel the other party 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 other 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.

9. PERMANENT INJUNCTION --

Both parties are permanently enjoined and restrained from coming about the other for the purposes of harming, harassing, or interfering with the daily life of the other party.

10. WIFE'S MAIDEN NAME --

Wife's maiden name shall be restored to Barbara Sue Hunt.

11. COURT COSTS --

Any cost over and above the original Court costs paid by Wife shall be paid by Husband, for which execution may issue if necessary.

12. ALIMONY AND ATTORNEY'S FEES --

Except as herein provided, both parties waive any claim against the other party for future support or alimony, and each party shall be responsible for their own attorneys fees. However, in the event it becomes necessary for either party to enforce the terms of this Agreement against the other party, the successful party shall be entitled to recover reasonable attorneys fees expended to enforce this Agreement.

13. ACCEPTANCE BY THE PARTIES --

With respect to each party's responsibility for the 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 obligations are nondischargeable debts under 11 U.S.C. 523(5) of the Bankruptcy Code (or any corresponding provision in any other Bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations on the part of both parties are not a part of the property settlement. The division of the property is set forth elsewhere in the Marital Dissolution Agreement.

14. DIVISION OF PROPERTY --

This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is a division of property by co-owners.

15. FINAL SETTLEMENT --

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 waives and relinquishes to the other all right or claims which they may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, rights 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 the parties, individually or jointly, or any property that either of them may acquire in the future.

16. BINDING AGREEMENT --

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

17. PROVISIONS SEVERABLE --

In the event any provision of this Agreement shall be held invalid in a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

18. AGREEMENT AMENDED ONLY IN WRITING --

It is understood and agreed between the parties 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 and conditions of this Agreement.

19. ALTERATION OF AGREEMENT --

This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

20. WIFE MAY PROCEED TO OBTAIN DIVORCE --

It is agreed by and between the parties that the Wife may proceed with her Complaint for Absolute Divorce in the Probate Court for Davidson County, Tennessee, or any court of competent jurisdiction, on the grounds of irreconcilable differences and present the foregoing Agreement as evidence of the agreement between the parties in distributing the marital estate and resolving all matters involving the marital estate and shall be allowed to obtain a divorce in the Probate Court for Davidson County, Tennessee, or any other court of competent jurisdiction upon the grounds of irreconcilable differences.

IN WITNESS WHEREOF, we have hereunto set out signatures this the _____ day of _____, 1989.

Barbara Sue Armstrong
BARBARA SUE ARMSTRONG, "WIFE"

Grover C Armstrong
GROVER C. ARMSTRONG, "HUSBAND"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Cheryl A. Turner, a Notary Public in and for said County and State, BARBARA SUE ARMSTRONG, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19th day of May, 1989.

Cheryl A Turner
NOTARY PUBLIC

MY COMMISSION EXPIRES:
May 13, 1990

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lanetta Sue Popplewell, a Notary Public in and for said County and State, GROVER C. ARMSTRONG, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 12th day of June, 1989.

Lanetta Sue Popplewell
NOTARY PUBLIC

MY COMMISSION EXPIRES:
November 12, 1990

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

BARBARA SUE ARMSTRONG,
Plaintiff,
vs.
GROER C. ARMSTRONG,
Defendant.

NO. 88D-3390

SUGGESTED DIVISION OF PROPERTY

I. WIFE'S PROPERTY

Items in Wife's Possession Presently

Christmas decorations --	35.00
Clothing, shoes, etc. --	100.00
Bowl and pitcher on stand --	25.00
One (1) large color Emerson TV --	100.00
New food chopper --	20.00
Pot and pressure cooker --	20.00
Trash box made out of wood --	50.00
Sub-Total	350.00

Cash assets --
Certificate of Deposit 9,900.00
Sovran Bank

Real estate --
1/2 of appreciation of
real estate, 33 acres+/-,
of record in Deed Book 5294,
Page 753, Register's Office
for Davidson County, TN 10,000.00

Total $20,250.00

Items still in Husband's Possession that Wife Desires as her Property

Cedar Chest -- Wife acquired before marriage --	70.00
One (1) bedroom suite --	100.00
Living room shelves and pictures --	20.00
One (1) magazine rack --	20.00
Electric skillet and recipe books and box --	10.00
Ice maker and refrigerator --	500.00
Total	720.00

Total Fair Market Value of Personal Property and Appreciation of Real Property in Wife's Possession Now or Claimed by Wife -- $20,970.00

Respectfully submitted,

PHILIP W. DUBE
ATTORNEY FOR PLAINTIFF
214 Third Avenue, North
P. O. Box 3348
Nashville, TN 37219-0348
615/244-2070
Tennessee Supreme Court
Registration No. 4647

Exhibit "1"

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed through the U. S. Mail, postage prepaid, this 19th day of April, 1989, to the following:

Jack E. Seaman, Esq.
The Tower, Suite 2704
611 Commerce Street
Nashville, TN 37203

PHILIP W. DUER

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

BARBARA SUE ARMSTRONG,	)	
	)	
Plaintiff,	)	
	)	
V.	)	NO. 88D-3390
	)	
GROVER C. ARMSTRONG,	)	
	)	
Defendant.	)	

PROPOSED DIVISION OF PROPERTY

1. Parties retained the items of personal property now in their possession, except:

(a) Wife obtain the bedroom suite she prefers, the cedar chest, the living shelves and picture if not obtained, the magazine rack, the electric skillet and recipe books in boxes if not previously obtained; and,

(b) Husband receive $4,350.00 from the cash money or bank accounts now in the possession of Wife and which represents one-half of the child support benefits Wife received and secreted.

2. Husband retain his separate property - the acreage given to him by his mother in lieu of a previous Will provision.

3. Husband assume responsibility for and satisfy the outstanding indebtedness on the real property, the judgment obtained against him upon a detainer warrant, and other indebtedness including the Veteran's Administration claim for overpayment, taxes due on the property, indebtedness upon the truck, personal indebtedness, and court costs. Indebtedness totals just in excess of $19,000.00.

Respectfully submitted,

Jack E. Seaman
The Tower, Suite 2704
611 Commerce Street
Nashville, Tennessee 37203
(615) 255-0033
Reg. No. 4058

Exhibit "2"

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the answers to the foregoing Proposed Division Of Property has been mailed to Mr. Philip W. Duer, P.O. Box 3348, 214 Third Avenue, North, Nashville, TN 37219-0348 on this the 21 day of April, 1989.

Jack E. Seaman

2. That any costs over and above the original Court costs paid by Wife shall be paid by Husband, for which execution may issue if necessary.

ENTER this 22 day of June, 1989, nunc pro tunc to April 24, 1989.

JUDGE

APPROVED FOR ENTRY:

PHILIP W. DUER
ATTORNEY FOR PLAINTIFF
P. O. Box 3348
Nashville, TN 37219-0348
(615) 244-2070
Tennessee Supreme Court
Registration No. 4647

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been mailed by U. S. Mail, postage pre-paid, on this the 20th day of June, 1989, to the following:

Jack E. Seaman, Esq.
Attorney for Defendant
The Tower, Suite 2704
611 Commerce Street
Nashville, TN 37203

PHILIP W. DUER

0217936
IDENTIFICATION REFERENCE
96 AUG 26 AM 9:31
FELIX Z. GILBERT, III REGISTER
DAVIDSON COUNTY, TN.
PICK-UP

BOOK 10166 PG 861

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 PROBATE Circuit Court for Davidson County, Tennessee, on the 23 day of JUNE , 19 89 , in the Case Number 88D3390 between ARMSTRONG, BARBARA SUE Plaintiff, and ARMSTRONG, GROVER C Defendant, as same remains of record in Book 048C , Page 02053 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 23 day of AUGUST in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

0628 08/26 0101 03CHECK 60.00