IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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CATHERINE PAYGE AMBROSE,

Plaintiff,

vs.

CHARLES STUART AMBROSE,

Defendant.

No. 96D-2120

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 2nd day of October, 1996, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Marital Dissolution Agreement which provides for the division of the property owned by the parties; upon the Complaint; upon the sworn testimony of Wife, and statements of counsel for Wife, and the entire record.

From all of which the Court affirmatively finds that the allegations of Wife's Complaint for Divorce are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, have made adequate and sufficient provisions for the equitable settlement of property rights between themselves and that there are no children born of the marriage; that the Marital Dissolution Agreement should be approved; and that the sixty (60) day waiting period, as required by statute, has elapsed. Counsel for Wife moved the Court to be allowed to amend the Complaint to reflect that the Husband's place of birth is Jacksonville, North Carolina, which motion was granted.

It is therefore **ORDERED, ADJUDGED** and **DECREED** that the Marital Dissolution Agreement, heretofore executed by the parties, be, and the same hereby is, ratified, approved and affirmed by the Court, which agreement is incorporated in this Final Decree of Divorce and states as follows:

96D-2134

MARITAL DISSOLUTION AGREEMENT

FILED

THIS AGREEMENT made and entered into by and between CATHERINE PAYGE AMBROSE, hereinafter referred to as "Wife" and CHARLES STUART AMBROSE, hereinafter referred to as "Husband", subject to the following premises, terms and conditions.

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W I T N E S S E T H:

WHEREAS, the parties were married on December 6, 1987 in Nashville, Davidson County, Tennessee, and there have been no children born to or conceived by the parties to the marriage; and

WHEREAS, the parties have experienced marital difficulties resulting in a decision by the parties for the institution of divorce proceedings in the 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 and obligations for payments 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 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. Husband acknowledges and is aware that Wife will file a civil action for divorce against him in the Circuit Court for Davidson County, Tennessee, and that Wife intends to submit this Marital Dissolution Agreement to the Court for its approval in said divorce action. HUSBAND FURTHER ACKNOWLEDGES AND AGREES THAT HE IS ENTERING INTO THIS MARITAL DISSOLUTION AGREEMENT IN LIEU OF SERVICE OF PROCESS AND THAT THE SIGNING OF THIS AGREEMENT CONSTITUTES A GENERAL APPEARANCE BEFORE THE COURT. HUSBAND WAIVES FURTHER SERVICE OF PROCESS AND WAIVES FILING AN ANSWER TO THE COMPLAINT FOR ABSOLUTE DIVORCE TO BE FILED BY WIFE. HUSBAND UNDERSTANDS THAT

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THIS WAIVER OF SERVICE OF PROCESS IS VALID FOR A PERIOD OF ONE HUNDRED TWENTY (120) DAYS FROM THE DATE THE LAST PARTY SIGNS THIS AGREEMENT.

2. The parties own no real property jointly.

3. Wife is awarded her separate real property located at 14060 Old Hickory Boulevard, Antioch, Tennessee 37013, free of any claims of Husband. All right, title and interest to the house and lot is divested from Husband and vested solely in Wife. Said improved real property is more particularly described as follows:

> Beginning at the northwest corner intersection of Pettus Road and Old Hickory Boulevard, thence with the northerly margin of Old Hickory Boulevard Northwesterly 633.10 feet to the true point of Beginning, thence north 4 deg. 42' 42" east 400.59 feet to a point; thence north 83 deg. 26' 01" East 39.61 feet to a point; thence north 14 deg. 45' 18" East 126.83 feet to a point; thence north 9 deg. 17' 24" west 140.10 feet to a point; thence south 86 deg. 58' 36" East 289.87 feet to a point; thence south 2 deg. 25' 02" West 725.69 feet to a point; thence north 77 deg. 17' 06" West 255.66 feet to a point; thence with a curve to the left, said curve having a radius of 3600.00 feet, a distance 93.44 feet to the true point of beginning, containing 218,049 sq. ft. or 5.0 acres.
>
> Being the same property conveyed to Payge C. Ambrose, by warranty deed form Terry L. Kemp, of record in Book 9439, page 753, Register's Office for Davidson County, Tennessee.

4. Husband is awarded his separate real property located at 5018 Franklin Road, Nashville, Tennessee,37220, free of the marital rights of Wife. All right, title and interest to the house and lot is divested from Wife and vested solely in Husband. Said improved real property is more particularly described as follows:

> Being Lot No. 9 in the Plan of Ragland Estates, of record in Book 2663, page 104, Register's Office for Davidson County, Tennessee, to which reference is made for more complete and accurate description.
>
> Being the same property conveyed to Charles Stuart Ambrose by warranty deed from Marvin J. McGhee and wife, Nichole B. McGhee, of record in Book 6268, page 172, Register's Office for Davidson County, Tennessee.

5. The parties have no joint bank accounts.

6. Wife is awarded her separate bank accounts, checking and savings, located in Nations Bank, free of the claims of Husband.

7. Husband is awarded his separate bank accounts at Sun Trust Bank and Nations Bank, free of the claims of Wife.

8. Wife is awarded all mortgage income from the property located at 4708 Utah Drive, conveyed to Mary C. Worsham and husband, Michael W. Worsham, by warranty deed from Catherine Payge Ambrose of record in Book 9707, page 230, Register's Office for Davidson County, Tennessee.

9. Husband is awarded 100% of his interest in the business known as SST Sales Company, Inc.

10. Wife is awarded her 1989 Ford Bronco II Automobile titled in her name. Husband is awarded his 1986 Lincoln Continental automobile and his Chevrolet Van titled in his name.

11. Wife signed numerous guaranties in favor of Husband's business, SST Sales Company, Inc. Husband agrees to hold Wife harmless thereon and to indemnify her if she is forced to honor those agreements.

12. Wife is awarded her English mahogany china cabinet, her diamond and sapphire engagement ring and diamond wedding band, the Olympic Games tickets, a black quarter horse and a yellow Labrador retriever, any items inherited from the Estate of Elizabeth Christie, and any contingent inheritance designating wife individually as beneficiary from the Estate of H.D. Slaton. Husband is awarded his 33-foot cabin cruiser "Awesome" and his stocks and investments funds. All remaining items of household furnishings and personal property in the possession of Wife, shall be, and are hereby, made her sole and separate property free from any claim of Husband. All remaining items of household furnishings and personal property in the possession of Husband, shall be, and are hereby, made his sole and separate property free of any claim of Wife.

13. Wife shall receive her retirement plan at work, free of the claims of husband. Husband shall receive his 401(K) plan, free of the claims of wife.

14. Wife shall pay her debts and obligations and hold husband harmless thereon. Husband shall pay his debts and obligations and hold wife harmless thereon.

15. Neither party shall hereafter contract in the name of the other or in any way subject the other to any liability for any debt.

16. In the event it is determined that any taxes, penalties and/or interest are owed as a result of income earned and/or received by the parties during the marriage, the party who earned or received the said income shall be responsible for the payment of such taxes, penalties and/or interest and shall hold the other party harmless from any liability therefore.

17. In the event a creditor of either party seeks to compel the other party to pay any debt for which the 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.

18. Each party agrees to pay his or her respective attorney's fees and Husband and Wife agree to split the court costs.

19. In the event it becomes 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.

20. It is understood and agreed between the parties that this Agreement will be introduced in the civil action for an absolute divorce to be filed by the Wife in the Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into a final decree of divorce between the parties.

21. It is understood and agreed 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 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 laws of any jurisdiction with respect to the other or the other's property, including, without limitation, dower, curtesy, statutory allowance, homestead rights, right to take under or against the will of the other, inheritance, descent or distribution, the right to act as personal representative of the other's estate, the right to receive the proceeds of any policy insuring the life of the other party or the right to receive any benefits from the other retirement, pension or profit sharing plan except as provided by the terms of this Agreement. This Agreement applies to all property now owned by either Husband or Wife, individually or jointly, or any property that either of them may acquire in the future.

22. Both parties agree to sign any and all deeds, titles, declarations, documents or instruments necessary or required to implement the terms of this Agreement or to carry out the full purpose or intent of this Agreement.

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

24. 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 of 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 and with advice of counsel.

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

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

27. This Agreement may be altered, amended or canceled only by an instrument in writing signed by each of the parties and this requirement cannot be waived by oral agreement. Moreover, no waiver of any of the terms of provisions of this Agreement shall be valid unless such waiver is in writing.

WITNESS OUR HAND this 19th day of ~~May~~ July, 1996, as to Wife and this 11th day of ~~May~~ July, 1996, as to Husband.

CATHERINE PAYGE AMBROSE

CHARLES STUART AMBROSE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, **CATHERINE PAYGE AMBROSE**, the within named bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me at Nashville, Tennessee, this 15th day of ~~May~~ July, 1996.

Notary Public

My Commission Expires: 7-26-97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, **CHARLES STUART AMBROSE**, the within named bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me at Nashville, Tennessee, this 11 day of ~~May~~ July, 1996.

Notary Public

My Commission Expires: 8-27-97

It is further ORDERED, ADJUDGED and DECREED that the Wife, Catherine Payge Ambrose, be, and the same hereby is, awarded an absolute divorce from the Husband, Charles Stuart Ambrose, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause be, and the same hereby are, split between the parties.

Enter this 2nd day of October, 1996.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

HOFSTETTER & HOFSTETTER
Attorneys for Plaintiff

By: O B Hofstetter III

O.B. Hofstetter, III
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230 Fourth Avenue North
Nashville, Tennessee 37219-2197
615/255-7336
T.S.C.R.N. #6109

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Final Decree of Divorce** has been mailed by first class mail, postage prepaid, to Mr. Charles Stuart Ambrose, 5018 Franklin Road, Nashville, Tennessee 37220, on this 2 day of October, 1996.

O B Hofstetter III

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STATE OF TENNESSEE

I, ~~RICHARD R. ROOKER~~ 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 FOURTH Circuit Court for Davidson County, Tennessee, on the 02 day of OCTOBER , 19 96 , in the Case Number 96D2120 between AMBROSE, CATHERINE PAYGE Plaintiff, and AMBROSE, CHARLES STUART Defendant, as same remains of record in Book 261C , Page 1869 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 10 day of OCTOBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By CD Cook
Deputy Clerk

SEAL

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FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

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