(1)

650 | 1666

Box 8 | ew

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

KATHRYN KIRK HARRIS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 91D-4260
	)	
DAVID LEE HARRIS,	)	
	)	
Defendant.	)	

BOOK 10279 PG 619

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 21st day of January, 1992, before the Honorable James R. Everett, upon the original Complaint for Divorce, the Marital Dissolution Agreement signed by the parties and the sworn testimony of the Plaintiff from all of which the Court finds that the parties have made an equitable distribution of any property rights. The Court further finds that the parties have irreconcilable differences and that the Court approves the Marital Dissolution Agreement of the parties.

The Court further finds that the addresses of the parties are as follows:

Kathy Harris, 114 Jefferson Square, Nashville, TN 37215

David Harris, 201 Acklen Park Drive, #31, Nashville, TN 37203

IT IS, THEREFORE, ORDERED AND ADJUDGED that the Plaintiff, Kathryn Kirk Harris, be and is hereby awarded an absolute divorce from the Defendant, David Lee Harris, and the parties restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following Marital Dissolution Agreement of the parties is approved by the Court and is incorporated herein by reference, and made the Order of this Court. Said agreement is, in words and figures, as follows:

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

KATHRYN KIRK HARRIS,	)	
	)	
Plaintiff,	)	
	)	
S.S. [redacted]-1318	)	
	)	
vs.	)	No. 91D-4260
	)	
DAVID LEE HARRIS,	)	
	)	
Defendant.	)	
	)	
S.S. [redacted]-6699	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between KATHRYN KIRK HARRIS, hereinafter called Kathy, and DAVID LEE HARRIS, hereinafter called David.

WITNESSETH:

WHEREAS, these parties have been married since July 30, 1984, and there have been born of this marriage no minor children.

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce in which irreconcilable difference is alleged as a ground has been instituted in the Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertaking hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. PERSONAL PROPERTY. The parties have heretofore divided their personal property among themselves. All furniture, appliances, furnishings and personal effects presently in the possession of Kathy shall be her sole and separate property, except that the following items located in the condominium shall be David's sole and separate property: the bedroom suite, desk, desk chair, large painting and lamps in the bedroom, the keyboard, David's bicycle, and David's personal sports equipment. All furniture, appliances, furnishings and personal effects presently in the possession of David shall be his sole and separate property.

2. DEBTS.

(A) It is agreed that Kathy will pay and continue to pay the following debts that were made during the marriage, and shall hold David harmless on any and all debts secured by these accounts:

(1) Fidelity Federal mortgage on 114 Jefferson Square, Nashville, TN.

(2) Any income tax due for the 1991 calendar year.

(B) 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 the 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.

(C) If in connection with any joint Federal Income Tax Return heretofore or hereafter filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due

thereon shall be borne by the party whose deduction, income, or misreporting result in the deficiency assessment.

3. 1991 INCOME TAX. Kathy agrees to pay any income tax due for the 1991 calendar year. David agrees to cooperate with Kathy, and he shall file his tax return in whatever manner Kathy decides is most advantageous regarding her tax liability.

4. FAMILY PET. Kathy shall retain ownership of the family pet, Bonnie, a Boston Terrier.

5. REAL PROPERTY. It is agreed that the condominium titled in the names of Kathy and David shall be solely vested in Kathy, and any interest in David shall be divested out of him. Said property is located at 114 Jefferson Square, Nashville, Tennessee 37215. Kathy shall pay all debts and expenses in connection with the condominium including, but not limited to, the mortgage to First Federal, and she shall hold David harmless on the same.

6. AUTOMOBILES. Kathy shall be vested solely in the 1987 Acura automobile, and she assumes full responsibility for the payment of any indebtedness due on said vehicle. David shall be vested solely in the 1988 Ford Bronco, and he assumes full responsibility for the payment of any indebtedness due on said vehicle.

7. NO FUTURE SUPPORT OBLIGATION. Kathy and David agree that neither party has any duty to provide any future support to the other.

8. INDIVIDUAL RETIREMENT ACCOUNTS. Each party shall retain all right, title and interest in the Individual Retirement Account in his or her respective name.

9. LIFE INSURANCE. Each party shall retain ownership and cash value of any life insurance policy in his or her respective name.

10. AMERICAN HEALTHCORP, INC. Kathy shall retain ownership in all stock and stock options in American Healthcorp, Inc..

Kathy shall also retain ownership in her capital accumulation plan with American Healthcorp, Inc. and any other benefit provided by American Healthcorp, Inc..

11. BANK ACCOUNTS. David shall retain ownership of his Liquid Investment account, certificate of deposit and savings account at Sovran Bank. The parties shall keep his or her other checking and savings accounts in his or her name.

12. MAIDEN NAME. Kathy's maiden name shall be restored, and her name shall be KATHRYN JOYCE KIRK.

13. ATTORNEY'S FEES, MEDIATION EXPENSES AND COURT COSTS. The parties shall split equally the cost of attorney's fees and mediation expenses. Any costs of the Court incurred as a result of the pending action for absolute divorce shall be split equally between the parties.

14. FURTHER MEDIATION AND LEGAL PROCEEDINGS. The parties agree that prior to the initiation or filing of any pleading in this divorce proceeding which relates in any manner to this divorce proceeding, the parties shall attempt to resolve their differences through mediation. If the parties cannot agree upon a mediator, then Lynn Barton shall be contracted, and she shall select a mediator other than herself. 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.

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

16. FINAL SETTLEMENT. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights, support rights and obligations of the respective parties hereto and shall constitute a discharge from all 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 the Kathy and David, individually or jointly, or any property that either of them may acquire in the future.

17. VOLUNTARY AGREEMENT. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, and it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

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

19. FULL DISCLOSURE. 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. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties. There are no representatives, warranties or promises other than those expressly set forth herein.

21. SEVERABILITY. 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.

22. EXECUTION OF DOCUMENTS. 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.

23. AMENDMENT. 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.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Kathryn Kirk Harris
KATHRYN KIRK HARRIS

SWORN TO AND SUBSCRIBED before me this the 15th day of January, 1992.

Notary Public

My Commission Expires: 11/26/94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

DAVID LEE HARRIS

SWORN TO AND SUBSCRIBED before me this the 14 day of January, 1992.

Notary Public

My Commission Expires: My Commission Expires NOV. 27, 1993

MARGARET L. BEHM, #5123
DODSON, PARKER & BEHM
Fourth Floor, Realtor's Building
306 Gay Street
P. O. Box 198066
Nashville, TN 37219-8066
(615) 254-2291

Attorney for Kathryn Kirk Harris

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are adjudged against both parties, for which execution may issue, if necessary.

ENTERED this the 21 day of Jan, 1992.

JUDGE

APPROVED FOR ENTRY:

Margaret L. Behm, #5123
DODSON, PARKER & BEHM
Fourth Floor, Realtors Building
306 Gay Street
P. O. Box 198066
Nashville, TN 37219-8066
(615) 254-2291

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been mailed to the Defendant, David Lee Harris, at his last known address, 201 Acklen Park Drive, #31, Nashville, TN 37203, on this the 21st day of January, 1992.

MARGARET L. BEHM

1791 12/04 0101 03CHECK 40.00

BOOK 10279 PG 628

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 22 day of JANUARY , 19 92 , in the Case Number 91D4260 between HARRIS, KATHRYN KIRK Plaintiff, and HARRIS, DAVID LEE Defendant, as same remains of record in Book 65C , Page 1666 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 25 day of NOVEMBER 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

0252426
IDENTIF. ↑ REFERENCE

96 DEC -4 AM 9:46
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.