IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES MILTON JOHNSON,

PLAINTIFF/
COUNTER-DEFENDANT,

v.

KIMBERLY DAWN JOHNSON,

DEFENDANT/
COUNTER-PLAINTIFF.

96 DEC 26 PM 3:36

NO. 96D-1703

D.C.

BOOK 10313 PG 547

FINAL DECREE OF DIVORCE

This cause came to be heard before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, on the __th day of _____, 1996, upon the Counter-Complaint for Divorce filed by the Defendant/Counter-Plaintiff in this cause, Kimberly Dawn Johnson. Based upon the statutory waiting period of ninety (90) days having elapsed, the timely filing of a Notice of Submission, and the parties being before this Court 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 Defendant/Counter-Plaintiff, Kimberly Dawn Johnson, is hereby awarded an absolute divorce from the Plaintiff/Counter-Defendant, James Milton Johnson, 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 there were two (2) children born of this marriage, to wit: Jessica Blair Johnson, d/o/b: 11/9/87 and James Milton Johnson, d/o/b: 9/13/90 and 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 and adequate provisions for the care, custody, and control of the minor children. The Court hereby approves the Marital Dissolution Agreement, which is in words and figures as follows:

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

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

96 DEC 19 PM 1:59

RICHARD R. ROOKER, CLERK

B. Edwards D.C.

JAMES MILTON JOHNSON,

PLAINTIFF,

v.

KIMBERLY DAWN JOHNSON,

DEFENDANT.

NO. 96D-1703

BOOK 10313 PG 548

MARITAL DISSOLUTION AGREEMENT

WHEREAS, KIMBERLY DAWN JOHNSON, hereinafter referred to as the "Wife", and JAMES MILTON JOHNSON, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and

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

WHEREAS, there were two children born of this marriage, to wit: Jessica Blair Johnson, d/o/b: 11/9/87 and James Milton Johnson, Jr., d/o/b: 9/13/90; and

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for custody of the parties' minor children and the division of their property 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

WHEREAS, the parties own some items of personal property and one (1) parcel of real property.

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

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.

DIVORCE.

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

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CUSTODY.

It is agreed by and between the parties that custody of the minor children shall be awarded to the parties jointly with the Wife being the primary care taker. It is agreed by and between the parties that the Husband shall have the right to obtain copies of all medical records and school records of the minor children.

CHILD SUPPORT.

It is agreed by and between the parties that the Husband will pay to the Wife as child support for the minor children of the parties, the sum of One Hundred Sixty-seven Dollars and Twenty-one Cents ($167.21) per week. The Husband shall inform the Court of any changes in employment and of the names and addresses of any new employers. The child support shall not be reduced or prorated except upon further orders of the Court.

It is further agreed that the child support shall not be prorated except upon further orders of the Court. The parties further acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and that they understand that court approval must be obtained before child support can be reduced unless such payments are automatically reduced or terminated under the terms of the agreement.

The current addresses and social security numbers of the parties are as follows:

Wife

Kimberly Dawn Johnson
1905 Hailey Avenue
Nashville, TN 37218
Social Security No. [redacted]-3559

Husband
James Milton Johnson
403 Maple Street
Madison, TN 37115
Social Security No. [redacted]-2326

The amount of child support agreed upon between the parties conforms to the child support award guidelines established by the Department of Human Services pursuant to the Tennessee Public Chapter 206, Acts of 1989 and represents at least twenty-one (21%) percent of Husband net income.

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HEALTH INSURANCE.

It is agreed by and between the parties that the Wife will maintain health insurance for the minor children of the parties through her employer. It is agreed that the Husband will reimburse Wife One Hundred Seventeen Dollars and Twenty-four Cents ($117.24) per month for said insurance. It is agreed that the parties will each pay one-half (1/2) of all reasonable and necessary medical, and dental expenses for the minor children that are not covered by the health insurance, including any deductibles. Wife will promptly notify Husband of any increase or decrease in said health insurance premium and Husband will pay the cost of said insurance on the minor children upon proof of the amount.

LIFE INSURANCE.

To secure his child support obligation, Husband shall maintain a life insurance policy on his life, in the face amount of Fifty Thousand ($50,000.00) Dollars, with Wife named as Trustee for the minor children. Husband's obligation to maintain children as the beneficiary of the policy shall terminate upon the youngest child attaining the age of eighteen (18) years of age or graduating with her class from high school, whichever is the latter event to occur. In the event of change of custody, Husband may ask the Court to relieve him of the obligation to maintain the policy.

VISITATION.

It is agreed by and between the parties that the Husband shall have visitation privileges with the minor children of the parties every other weekend from 6:00 p.m. Friday to 6:00 p.m on Sunday. The parties shall alternate holidays including Easter, Memorial Day, 4th of July, Labor Day, and Thanksgiving Day, one-half of the Christmas vacation being, in alternate years, either the week before Christmas through Christmas Eve or the week from Christmas

Day to New Years, alternate spring vacations, two (2) weeks vacation in the summer, i.e. June, July or August, Husband will give the Wife at least thirty (30) days notice as to exercising said two week visitation with said minor children in the summer. In addition thereto, it is agreed that the minor children shall spend Mother's Day with the mother and Father's Day with the father and that should these holidays not fall at a time when the minor children would under the above schedule be with that parent, the parent shall make appropriate arrangements to swap days or weekends with each other so that the minor children can spend those holidays with the appropriate parent. The parties acknowledge that visitation is in the best interest of the minor children of the parties and both parties agree to encourage the minor children to treat the other parent with respect and to do nothing to interfere with the minor children's relationship with the other parent.

REAL PROPERTY.

The parties acknowledge that they have an interest in one (1) parcel of real estate known as:

1905 Hailey Avenue, Nashville, Davidson County, Tennessee more particularly described as follows:

> Land in Davidson County, Tennessee, being part of Lot No. 46 on the Plan of Hailey's Subdivision of Part of Block 5 of G. T. Ssheegog's Subdivision at Bordeaux of record in Book 547, page 155, Register's Office for said County, and also being shown as Lot No. 21, Block "B" on the Plan of an unrecorded Subdivision of certain lots in Hailey's Subdivision.
>
> Said part of Lot No. 46 of Lot No. 21 fronts 66.5 feet on the northwesterly side of Hailey Avenue and runs back between parallel lines 150 feet to a deal line.
>
> Being the same property conveyed to James Milton Johnson, and wife, Kimberly D. Johnson from Marie E. Sanders and Donald W. Sanders, by deed of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

The parties acknowledge that Wife shall retain exclusive possession of the house until the youngest child attains the age of eighteen years of age or graduates from high school, whichever occurs last. The parties acknowledge and agree that there is

presently approximaty Twenty Thousand ($20,000.00) Dollars equity in the real estate and to balance the equities of the parties at the time of the Final Decree, the parties agree that the Husband's one-half (1/2) interest in the real property presently is Ten Thousand ($10,000.00) Dollars. The Wife agrees that the Husband will have a Ten Thousand ($10,000.00) Dollar judgment lien against said property which will carry simple interest at the rate of seven (7%) percent annually. When the youngest child attains the age of eighteen (18) years of age or graduates from high school, whichever occurs last, or if in the event the Wife sells the house prior to the youngest child turning eighteen (18) years of age, then the Husband shall be paid Ten Thousand ($10,000.00) Dollars, plus all accrued interest at the rate of seven (7%) percent from the proceeds of the sale of said property. Husband agrees to QuitClaim his interest in said property at time of payment of Ten Thousand ($10,000.00) Dollars and accrued interest.

The parties further acknowledge and agree that the Wife may purchase the Husband's interest from the property at any time prior to the aforementioned contingencies for Ten Thousand ($10,000.00) Dollars, plus the accruing simple interest at the rate of seven (7%) percent annually. The parties further agree that if the Wife becomes delinquent in two (2) mortgage payments, then the Husband can request of the Court to sell the real property by Motion.

PERSONAL PROPERTY.

The parties acknowledge that they have already divided between themselves all items of personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

It is agreed that the Wife shall retain the 1992 Chevrolet Lumina as her sole property, which she drives as her vehicle, and

shall be solely responsible for any encumbrances thereon. The Wife agrees to indemnify and hold the Husband harmless for any liability on the debt encumbering the aforesaid vehicle.

It is agreed that the Husband shall retain his 1991 Chevrolet Camero as his sole property, which he drives as his vehicle and shall be solely responsible for any insurance thereon. Husband agrees to indemnify and hold the Wife harmless for any liability on the debt encumbering the aforesaid vehicle.

It is further agreed that the Husband shall retain the 1967 Chevrolet pickup free and clear of the Wife's interest.

It is further agreed that the Husband shall have as his sole property all of his personal belongings including specifically his clothes, jewelry, etc.

It is further agreed that the Wife shall own as her sole property all of her personal items as well as all household effects remaining in the marital residence. It is further agreed that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names.

DEBTS

It is agreed by and between the parties that the Husband shall be solely responsible for any debts that he has acquired in his name and he shall indemnify and hold the Wife harmless thereon.

It is agree by and between the parties that the Wife shall be solely responsible for any debts that she has acquired in her name, including the Security Pacific loan and she shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that they will be equally responsible for the debt to Med Cash in the approximate amount of Five Hundred ($500.00) Dollars.

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.

ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees for representation in this matter so long as the divorce proceeds on the grounds of irreconcilable differences.

COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed equally to the Husband and Wife for which execution may issue if necessary.

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.

ESTATE WAIVER.

It is agreed by and 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 others property, including without limitation, dower, courtesy, 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 others 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.

WAIVERS.

The parties hereby agree that by signing this agreement, they waive service of process and any other service or notice of hearings, waive any questions regarding venue, waive filing an Answer to the Complaint, waive appearance at the final hearing and submit themselves to the jurisdiction of the Circuit Court for

Davidson County, Tennessee. It is further, agreed that Larry Hagar, Attorney, is the attorney for the Wife and that he has not rendered any advice to the Husband in regards to this agreement.

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.

NO OTHER ASSETS.

The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they have an interest.

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.

SEVERABILITY.

In the event that 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.

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.

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 obligation is a nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

WITNESS OUR HANDS, this 15th day of Nov., 1996 as to the Wife, and this 3 day of Dec., 1996 as to the Husband.

KIMBERLY DAWN JOHNSON

JAMES MILTON JOHNSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared James M. Hunt Johnson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged ~~he~~ executed the foregoing instrument for the purposes therein contained, by signing her name thereto.

Witness my hand and seal this 15th day of November, 1996.

Nancy W. Hunter
NOTARY PUBLIC

My Commission Expires: 05-23-98

STATE OF TENNESSEE)
COUNTY OF Sumner)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Kimberly D. Johnson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged she executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

Witness my hand and seal this 3rd day of December, 1996.

Marsha G. Howard
NOTARY PUBLIC

My Commission Expires: 1/20/99

2. The current addresses of the parties are as follows:

Kimberly Dawn Johnson
1905 Hailey Avenue
Nashville, TN 37207

James Milton Johnson
403 Maple Street
Madison, TN 37115

3. That the costs of this cause, shall be taxed equally to the Husband and Wife for which execution may issue if necessary.

ENTER this 26 day of December, 1996.

Martha M. Gilley
JUDGE

APPROVED FOR ENTRY:

LARRY H. HAGAR #11275
Attorney for Defendant/
Counter-Plaintiff
214 Third Avenue, North
Nashville, TN 37201
(615) 244-2070

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been forwarded by U.S. Mail, postage pre-paid, to:

Bonnie Baggott, Attorney at Law
101 Shepherd Hills Drive
Madison, TN 37115

on this the 16th day of December 1996.

Larry H. Hagar

BOOK 10313 PG 559

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 26 day of DECEMBER , 19 96 , in the Case Number 96D1703 between JOHNSON, JAMES MILTON Plaintiff, and JOHNSON, KIMBERLY DAWN Defendant, as same remains of record in Book 167A , Page 291 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 07 day of JANUARY in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By B. Kahn
Deputy Clerk

SEAL

0262282 IDENTIFICATION REFERENCE

PICK-UP 1:51 DAVIDSON COUNTY, TN.

2827 01/07 0101 03CHECK 52.00