IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY,
TENNESSEE

97 JAN 17 PM 4:30

DEPUTY CLERK

TERRY N. RICHARDSON
1148 Dawnwood Drive
Old Hickory, Tennessee 37138,

Husband,

VS.

ANGELA RICHARDSON
2109 Hermitage Pike
Hermitage, Tennessee 37076,

Wife.

NO: 96D-2740

BOOK 10332 PG 819

FINAL DECREE OF DIVORCE

This cause came on to be heard before the Honorable Muriel Robinson, Judge for the Fourth Circuit Court for Nashville, Davidson County, Tennessee, on the 17th day of January, 1997, upon the original Complaint for Absolute Divorce filed by the Husband; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and have made adequate and sufficient provisions for the custody and maintenance of the parties' minor child; the testimony of the Husband in open Court; and the entire record in this cause, from all of which it appears to the Court that the Husband should be awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that the current address of the Wife is 2109 Hermitage Pike, Hermitage, Tennessee 37076, and the current address of the Husband is 1148 Dawnwood Drive, Old Hickory, Tennessee 37138.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Husband be and hereby is awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
95 DEC 13 PM 3:09
[illegible] CLERK
B. Goodman D.C.

TERRY N. RICHARDSON, Husband,	]	
VS.	]	NO: 96D-2740
ANGELA RICHARDSON, Wife.	]	

BOOK 10332 PG 820

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between TERRY N. RICHARDSON, (hereinafter referred to as "Husband"), and ANGELA RICHARDSON, (hereinafter referred to as "Wife"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Husband has instituted divorce proceedings against the Wife, same being Civil Action Number 96D-2740 in the Fourth 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, support obligations, child custody rights and obligations for payment of debts, and to enter into an agreement for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that this agreement will control in respect of 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. The Husband shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences, and each shall be restored to all the rights and privileges of an unmarried person.

2. The parties are the parents of one minor child, to wit: JOHN BRADLEY RICHARDSON, born November 1, 1992. The parties shall retain joint custody of their child, each acknowledging his and her desire to protect the child from any adversities arising out of the parties' divorce. The child will reside primarily with the Wife, subject to the conditions set forth hereinbelow:

a. The parties intend to counsel with each other in determining the education and health needs of the child, however, in the event a mutual agreement cannot be reached concerning these needs, the Wife shall have the right to make the final decision with regard to the health and education needs of the child.

b. If either party has knowledge of any illness or accident or other circumstances seriously affecting the child's health or general welfare, they shall immediately notify the other of such circumstances.

c. The Husband shall have visitation privileges with the parties' child every other weekend beginning on Friday at 6:00 p.m. until Sunday at 6:00 p.m. In addition, the Husband shall have the following:

i. Every Wednesday beginning at 3:00 p.m. or the time the child gets out of school, whichever is later, to the following Thursday morning until the time the child has to be in school.

ii. Two (2) consecutive weeks every summer vacation. These two weeks of visitation shall commence on a Sunday at 6:00 p.m. and extend through the following two weeks until Sunday at 6:00 p.m.

iii. In even-numbered years, the Husband shall have visitation with the parties' minor child on Halloween for a total of three (3) hours not to interfere with school. The Husband shall also have visitation with the parties' minor child on Memorial Day beginning at 6:00 p.m. the day before Memorial Day and extending through to 6:00 p.m. the day of Memorial Day. The Husband shall also have visitation beginning at 6:00 p.m. on the Wednesday before Thanksgiving Day and extending through to the Friday after Thanksgiving Day until 6:00 p.m. Also in even-numbered years, the Wife shall have one week of visitation with the child during Christmas, beginning Christmas Eve at 8:00 p.m. and ending on New Year's Eve at 6:00 p.m., and the Husband shall have visitation with the child beginning December 17th or the day the child gets out of school for Christmas break, whichever is later, at 6:00 p.m. until Christmas Eve at 8:00 p.m.

iv. In the odd-numbered years, the Husband shall have visitation with the parties' minor child on Easter beginning at 6:00 p.m. the day before Easter and extending through to 6:00 p.m. the day of Easter. The Husband shall also have visitation with the parties' minor child on Labor Day beginning at 6:00 p.m. the day before Labor Day and extending through to 6:00 p.m. the day of Labor Day. Also in odd-numbered years, the Husband shall have one week of visitation with the child during Christmas, beginning Christmas Eve at 8:00 p.m. and ending on New Year's Eve at 6:00 p.m., and the Wife shall have visitation with the child from December 17th at 6:00 p.m. until Christmas Eve at 8:00 p.m.

v. The parties shall have their respective Father's Day/Mother's Day each year with the minor child beginning at 6:00 p.m. the day before their respective day and extending through to 8:00 p.m. the day of their respective day.

vi. If the child's birthday falls on a day when the Husband is scheduled to have visitation, the Wife shall have visitation with the child on the child's birthday for a total of two (2) hours. If the child's birthday falls on a day when the Husband is not scheduled to have visitation, the Husband shall have visitation with the child on the child's birthday for a total of two (2) hours not to interfere with school.

BOOK 10332 PG 822

vii. Notwithstanding the specified visitation guidelines as set forth hereinabove, the parties may consent to other visitation.

d. Both parties shall notify the other in advance of any out-of-town overnight trips with the child and exchange information on the child's whereabouts for use in case of emergencies.

3. The parties' agreement for joint custody is based on the acknowledgement that each desires to do what is in the best interest of the child. Therefore, both parties agree to act in good faith toward one another in the making of decisions on behalf of the child and to always consider the best interest of the child first without regard to the interest of each other.

4. The Wife acknowledges that the Husband owned prior to the marriage a house and lot located at 1148 Dawnwood Drive, Old Hickory, Davidson County, Tennessee 37138. Said property is deeded in the Husband's name only. The Wife agrees to relinquish all right, title, interest and/or claim she may have in and to the herein-described real property. Accordingly, the Wife agrees that all right, title, interest in and to the herein-described real property shall be vested in the Husband as his sole and separate property and the Wife shall be divested of any claim thereof. The Husband shall be solely liable for the payment of mortgage, taxes, insurance, utilities, maintenance and other extraordinary expenses that may be incurred for the upkeep of the property and shall indemnify and hold the Wife harmless for the payment thereof.

5. The parties acknowledge that it is the Husband's lawful obligation and responsibility to pay child support for the parties' minor child. As child support, the Husband shall pay directly to the Wife the sum of $664.00 every month. This amount of child support has been properly determined pursuant to the Child Support Guidelines established by the Tennessee Department of Human Services and to the Husband's approximate monthly gross income of $4,373.00. The Husband shall pay child support for JOHN BRADLEY RICHARDSON until he attains the age of eighteen, (18), years or graduates from high school, whichever occurs last. These support payments shall commence on January 1, 1997, and shall continue

uninterrupted pending further Order of this Court. The parties acknowledge that no action by the parties shall be effective to reduce child support after the date of each payment, and understand that Court approval must be obtained before child support can be reduced.

6. The parties agree that the Husband shall continue to provide hospitalization and major medical insurance coverage for the benefit of the parties' one minor child. The Husband shall be responsible for paying the premiums for said insurance. The Husband and Wife shall each be responsible for paying one-half of all deductible amounts, co-payment amounts and all medical expenses that are not covered by insurance. The parties shall maintain their respective obligations hereunder for JOHN BRADLEY RICHARDSON until he attains the age of eighteen, (18), years or graduates from high school, whichever occurs last.

BOOK 10332 PG 823

7. The parties agree that the Husband shall obtain and maintain a life insurance policy on his life of not less than $100,000.00, with the Wife named as trustee for the parties' minor child until the child reaches his eighteenth (18th) birthday or graduates from high school, whichever occurs last, at which time said life insurance policy shall revert back to the Husband. The parties further agree that the Wife shall obtain and maintain a life insurance policy on her life of not less than $50,000.00, with the Husband named as trustee for the parties' minor child until the child reaches his eighteenth (18th) birthday or graduates from high school, whichever occurs last, at which time said life insurance policy shall revert back to the Wife. In their capacities as Trustees, the parties shall be authorized to use the proceeds of the policies to provide generally for the minor child's health, education and welfare. Any funds remaining in the hands of the Trustee at such time as the child reaches his eighteenth (18th) birthday or graduates from high school, whichever occurs last, shall be paid directly to the minor child.

8. The parties agree that for all even-numbered years (beginning in 1998), the Wife shall receive the child dependency deduction for federal income tax purposes if such is allowed under the Internal Revenue Code. For all odd-numbered years, the Husband shall receive the child dependency deduction for federal income tax purposes if such is allowed under the Internal Revenue Code. Each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the provisions of this paragraph. Both parties realize that they may have liability to the Internal Revenue Service that may transcend any provisions of the Agreement.

Further, the parties agree that each shall be responsible for one-half of any taxes, penalties, and/or interest owed for any prior Federal Income Tax Return filed jointly by the parties. Accordingly, the parties agree that each shall be entitled to one-half of any refund that may be issued in connection therewith.

9. The parties have divided all of their household furnishings, furniture and other tangible personal property and both parties are in agreement that said division of their household furnishings, furniture and other tangible personal property is an equitable division of such property, with each party to retain all right, title and interest in and to the specific items of property presently in their respective possession, subject to any indebtedness thereon. Both parties would show that they are satisfied with such division of their household furnishings, furniture and other tangible personal property, and by execution hereof each party would show that such division is fair and equitable to both parties. Each party shall assume full responsibility for the payment of any indebtedness due on their respective furnishings, furniture and other tangible personal property and shall indemnify and hold each other harmless on the same. BOOK 10332 PG 824

10. The parties agree that all rights, title and interest of the Husband in and to the 1993 Honda vehicle operated by the Wife shall be, and is hereby divested out of the Husband and is vested absolutely in the Wife, free of any claim by the Husband. The Wife shall assume full responsibility for the payment of the indebtedness due on said vehicle and shall hold Husband harmless and on the same. The Wife shall further indemnify and hold the Husband harmless for any liability which may arise as a result of her use or possession thereof. The Wife shall further keep said vehicle fully insured until the title is transferred out of the Husband's name.

The parties further agree that all rights, title and interest of the Wife in and to the 1988 Honda vehicle operated by the Husband shall be, and is hereby divested out of the Wife and is vested absolutely in the Husband, free of any claim by the Wife. The Husband shall assume full responsibility for the payment of the indebtedness due on said vehicle and shall hold Wife harmless and on the same. The Husband shall further indemnify and hold the Wife harmless for any liability which may arise as result of his use or possession thereof.

Each party shall assume the responsibility of changing the title registrations of their respective vehicles with the Department of Safety upon entry of the final, non-appealable, decree of divorce. Each party shall also relinquish and transfer to the other all documents pertinent to the other's respective vehicle, particularly Certificates of Title, bills of sale, lease agreements, if any, and operation manuals. Each party shall further be responsible for the payment of any insurance, maintenance and repair bills and other expenses connected with their respective vehicles and shall indemnify and hold each other harmless from repayment thereof.

11. The parties agree that no additional charges shall be made on any of their joint charge accounts.

12. The parties agree to keep their respective checking accounts and/or savings accounts.

13. The parties have closed their joint checking/savings accounts and the proceeds therefrom have been divided between the parties to their mutual satisfaction.

14. Each party hereby relinquishes all right, title, interest and/or claim he or she may have in and to the proceeds of all retirement accounts, pension funds, 401K accounts, and any other type of retirement planning account of the other party and acknowledges that all such proceeds are the sole and separate property of the party in whom such accounts are styled.

15. The Husband is represented in this action by Laura Tek. The Husband acknowledges that he will seek independent tax advice, and that his Counsel named herein has not offered nor rendered legal advice concerning any tax effects or ramifications of this Agreement. The Wife acknowledges that she has not requested nor has she received advice from the attorney representing the Husband.

BOOK 10332 PG 825

16. The costs of this cause shall be taxed to the Plaintiff/Husband for which execution may issue, if necessary.

17. The parties acknowledge that they have a joint indebtedness to First American National Bank and to Capitol One (MasterCard account) totalling $30,000.00. The parties agree that the Husband shall be responsible for $24,000.00 of the parties' total debt and the Wife shall be responsible for $6,000.00 of the parties' total debt. The parties agree, however, the Husband shall make the payments on the total debt with the Wife reimbursing the Husband for her share of the total debt. The Wife shall reimburse the Husband in the following manner:

> The parties agree that for tax year 1996, the parties shall file their federal income tax return jointly. The parties anticipate receiving a refund for tax year 1996. Upon their receipt of the refund, the Husband shall receive one-half of the refund and the Wife shall receive the other half of the refund. The parties shall then apply their share of the refund to their respective share of the total debt. The Wife shall then begin paying the Husband $100.00 per month toward whatever balance the Wife has remaining beginning September 1, 1997 until her share of the total debt is satisfied. Each party shall indemnify and hold the other harmless for their respective obligations hereunder.

18. Each party agrees to be responsible for any indebtedness incurred in his/her own name, unless specifically provided for otherwise herein, and each agrees to hold the other party harmless from same.

19. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, 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 responsible party the amount of any

payment he or she makes and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

20. 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 expenses, including attorney's fees, incurred in prosecuting the action.

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

BOOK 10332 PG 826

22. 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. 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 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.

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

24. The parties acknowledge that there are no undisclosed assets currently owned by them, either jointly or individually, and that they have no interest in any assets of the other 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 and the same are disposed of herein.

25. It is understood and agreed between the parties that this Agreement is entered into in good faith and not 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 he and she have read and understand the Agreement and that the Agreement is fair and equitable and that it is being entered into voluntarily.

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

27. The provisions of this Agreement are severable in the event any provision of this Agreement shall be held unenforceable by a Court of competent jurisdiction, such unenforceability shall not affect the other provisions of this Agreement.

28. 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.

THIS AGREEMENT being executed on this the 17th day of December, 1996, for the Wife, and on this the 17th day of December, 1996, for the Husband.

Angela Richardson
ANGELA RICHARDSON

TERRY N. RICHARDSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 10332 PG 828

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named WIFE, with whom I am personally acquainted and who, after being first duly sworn, acknowledged to me that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 17 day of December, 1996.

Bonnie L Head
NOTARY PUBLIC

My commission expires:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named HUSBAND, with whom I am personally acquainted and who, after being first duly sworn, acknowledged to me that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, TN ~~Florida~~ this 17 day of December, 1996.

Bonnie L Head
NOTARY PUBLIC

My commission expires:

IT IS FURTHER ORDERED that the costs of this cause shall be, and are hereby, taxed to the Husband for which execution may issue, if necessary.

ENTERED this the 17th day of January, 1997.

HON. MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

BOOK 10332 PG 829

Laura Tek, #16523
ASHWORTH & HIGH
227 Second Avenue, North
Nashville, Tennessee 37201
615/256-7345
Attorney for Husband

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U.S. Mail, postage prepaid, to Angela Richardson, 2109 Hermitage Pike, Hermitage, Tennessee 37076, on this 17 day of January, 1997.

LAURA TEK

IDENTIFICATION
PICK-UP
97 JAN 20 AM 9:09
DAVIDSON COUNTY, TN.

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 17 day of JANUARY , 19 97 , in the Case Number 96D2740 between RICHARDSON, TERRY N. Plaintiff, and RICHARDSON, ANGELA Defendant,

BOOK 10332 PG 830

as same remains of record in Book 265A , Page 518 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 28 day of JANUARY in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

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