IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SAM C. LOVE)
)
vs.) NO. 96D-1251
)
AILEENE E. LOVE)

FILED
96 JUL -1 PM 2:34
CLERK
D.C.

FINAL DECREE

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This cause came on to be heard on the 1st day of July, 1996, before the Honorable Marietta M. Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon Husband's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement, which provides for the division of the parties' respective rights and interests in all jointly-owned property, and apportionment of the parties' debts; and upon all the pleadings, from all of which the Court affirmatively finds that the allegations of Husband's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Husband to an absolute divorce; that the Complaint shall be amended to show the parties' date of marriage of August 3, 1959; that the Marital Dissolution Agreement heretofore executed by the parties is a fair and complete apportionment of the marital property and debts, and should be approved; and that the sixty day waiting period as required by law has elapsed;

It is therefore ORDERED, ADJUDGED and DECREED by the Court that Husband's complaint be and is hereby amended to insert the correct date of the parties' marriage, which is August 3, 1959.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Husband, Sam C. Love, be and is hereby awarded an absolute divorce from the Wife, that the parties are hereby restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony existing between the parties are perpetually dissolved;

The Marital Dissolution Agreement is hereby approved by the Court and each and every provision of said Agreement is hereby made the Decree of the Court as is copied verbatim herein:

SECOND CIRCUIT

FILED

APR 26 [illegible]

RICHARD R. ROOKER, CLERK

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made between SAM C. LOVE, hereinafter called Husband, and AILEENE E. LOVE, hereinafter called Wife:

WHEREAS, the parties were married on August 3, 1959 at _____ D.C. Nashville, Tennessee and three children were born of this union, all of whom are now grown, and no further children are contemplated; and

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WHEREAS, the parties have experienced certain difficulties and differences in their marriage, as a result of which the Husband is filing simultaneously with this Agreement a divorce action in the Circuit Court for Davidson County, Tennessee, alleging irreconcilable differences as grounds; and

WHEREAS, the parties are living separate and apart, and they believe that there is no hope for reconciliation; and

WHEREAS, the parties have made full and complete disclosure to one another of their joint and separate assets and liabilities; and

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement, which makes adequate and sufficient provision for the equitable settlement of all property and support rights between them, and the parties desire to avoid unnecessary conflict for themselves by proceeding with an uncontested divorce.

WHEREAS, both parties are aware of their possessions and obligations, and their legal rights and each party is represented by a separate attorney or has had the opportunity to consult with an attorney prior to entering into this Agreement;

NOW THEREFORE, the parties do agree as follows:

1. CONSIDERATION. The consideration for this agreement is the mutual promises and agreements set forth below, as well as the intention to be bound thereby.

2. MUTUAL RESTRAINT. Each party shall be free from interference, authority and control by the other party. Neither party shall embarrass, harass, molest or interfere with the other party at home, at any place of employment, or in any manner. Neither party shall compel or require the other party to cohabit

or dwell together.

3. DIVORCE. The Husband shall proceed to obtain a divorce on the grounds of irreconcilable differences. The Wife by executing this Agreement to be filed simultaneously with the complaint for divorce waives service of process.

4. NO MINOR CHILDREN. The parties' three children are now adults. The parties have no minor children.

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5. REAL PROPERTY.

(a) Marital Residence. The parties own as tenants by the entirety their marital residence at 108 Kennett Road, Old Hickory, Davidson County, Tennessee, and more fully described as follows:

> Land in the 4th Civil District of Davidson County, Tennessee, being Lot No. 131 on the Plan of Brandywine Farms, Section Iv, as of record in Book 3770, page 108, Register's Office for said County.
>
> Said Lot No. 131 fronts 135.0 feet on the southwesterly margin of Kennett Road and extends back 418.2 feet on the northerly line and 427.4 feet on the southeasterly line, to a line in the rear on which it measures 89.0 feet.
>
> Being part of the property conveyed to J.R. Coarsey, Trustee, by deed from Miller Kimbrough, of record in Book 3786, page 303, said Register's Office.
>
> Being the same property conveyed to Sam Love and wife, Aileen Love, by deed from J.R. Coarsey, of record in Book 4369, page 892, said Register's Office.
>
> Aileene Love and Aileen Love being one and the same person.

The parties shall continue to own this residence jointly as equal tenants in common, with right of survivorship. The Husband shall have the sole and exclusive right of possession of the residence for his lifetime and Husband shall pay all monthly mortgage payments, taxes, insurance, maintenance and upkeep so long as he occupies the residence. If Husband vacates the residence, the Wife shall have the option of living in the home and if she does, she shall assume all monthly payments, taxes, insurance, maintenance and upkeep so long as she occupies the home. The Husband shall have the right to take all allowable tax deductions for the property so long as he occupies the property. If both parties sell the property by mutual agreement, the net proceeds, including any escrow refund, shall be divided equally between the parties. The Husband shall pay one-half of any capital gains tax

the Wife is required to pay on her share of the proceeds should the residence be sold at the initial request of the Husband.

(b) Wife's condominium. The Wife owns in her separate name a condominium situated at 3880 Priest Lake Drive, #41, Nashville, Davidson County, Tennessee, and more fully described as follows:

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LAND in Davidson County, Tennessee, being a certain condominium apartment in Town House No. 41, Building 16 on the Plan of Priest Lake Park Condominium, Phase 1, a horizontal property regime, of record in Book 4460, page 88, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

BEING the same property conveyed to G. Steven Williams and wife, Kimberly L. Williams by deed from William L. Spear and wife, Rebecca J. Spear of record in Book 5320, page 143, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Aileene E. Love by deed from G. Steven Williams and wife, Kimberly L. Williams of record in Book 5539, page 469, Register's Office for Davidson County, Tennessee.

Husband waives all marital interest in said property and all marital right, title and interest of the Husband in and to said condominium shall be and is divested from him and vested solely in the Wife. The Wife assumes sole and separate responsibility for all mortgage payments, maintenance and association fees, taxes, insurance and upkeep and she shall hold the Husband harmless from liability on that debt.

The parties agree that at the time of execution of this Agreement, the marital residence is worth $175,400.00 and the indebtedness to Lomas Mortgage Company is $12,912.77 and the indebtedness to Regions Bank is approximately $19,000.00. The condominium is worth $37,900.00 and the indebtedness to Union Planters National Bank is $14,657.00.

6. PERSONAL PROPERTY. The Wife has investments in her separate name worth approximately $56,000.00 which shall remain her sole and separate property. The Husband has investments in his separate name worth approximately $58,000.00 which shall remain his sole and separate property.

In addition, the Wife shall retain as her sole and separate property, free from all claims of the Husband, her clothing, her jewelry, bookcases, computer and printer, computer desk, typewriter, two (2) blue recliners, her bedroom furniture, living

room furniture, lamps, patio furniture, china and other selected items which the parties agree to between themselves. Wife shall also retain full ownership of her separate bank account(s), pension/retirement account(s), and 1995 Saturn vehicle.

The Husband additionally shall retain as his sole and separate property, free from all claims of the Wife, all remaining personal property of whatever description situated in the homeplace, including household furniture, his clothing, his separate bank account(s), state retirement account(s), and 1991 Lincoln vehicle.

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The Husband shall be the owner of life insurance on his life in the amount of $110,000.00 and the Wife shall be the owner of life insurance on her life in the amount of $200,000.00.

7. DEBTS. The parties shall file a joint tax return for 1995.

The Husband assumes sole and separate responsibility for his separate credit cards with balances totaling approximately $1,800.00 and all the amounts owing to the Internal Revenue Service for 1995 taxes of approximately $5,000.00. Husband shall further pay all monthly installment notes due on the the home equity loan with Regions Bank with an approximate balance of $19,000.00 and first mortgage to Lomas Mortgage Company with a balance of $12,912.77 for each month that he occupies the marital residence. Husband shall hold the Wife harmless from liability on those assumed debts.

The Wife assumes sole and separate responsibility for her separate credit cards with balances totaling approximately $2772.00, the mortgage to Union Planters National Bank of $14,657.09, her vehicle note in the amount of $286.95 monthly until paid in full, all association fees due to the Priest lake Homeowners Association, and she shall hold the Husband harmless from liability on those assumed debts.

The parties have no other joint marital debts. Each party shall pay his or her separate debts incurred after the date of execution of this Agreement, including medical bills, and each party shall hold the other party harmless from liability on those debts.

Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

8. ATTORNEY'S FEES. Each party is represented by a separate attorney or has had an opportunity to consult a separate attorney before signing this Agreement. Each party will pay his or her own attorney's fees. Upon entry of a final decree of divorce, the attorneys of record will be released from further responsibility in this action and shall be released as surety for future court costs.

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9. COURT COSTS. The Husband shall pay all court costs.

10. ENFORCEMENT. If it becomes necessary for either party to bring a court action to assist in the enforcement of this Agreement, and the Court finds that one of the parties violated the terms of this Agreement, any order to enforce compliance with the terms of this Agreement shall include the assessment of court costs and attorneys fees against the violating party.

11. DIVORCE DECREE. The parties desire that this Agreement be incorporated in any final decree of divorce that may be entered in any court having appropriate jurisdiction of the parties. The parties agree that this Agreement shall be submitted to the Court for its ratification and approval.

12. VOLUNTARY AND BINDING. This Agreement is entered into without undue influence, fraud, coercion, or misrepresentation. Each party acknowledges that he or she has read this Agreement, that it is fair and equitable and that it is entered into voluntarily. Each party agrees to abide by the provisions of this Agreement and to be bound thereby. Each party agrees to execute all documents necessary to carry out the terms of this Agreement.

13. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement of the parties, superseding any prior written and oral agreements between them. The parties have made no representations or warranties other than those expressed in

this Agreement.

14. APPLICABLE LAW. This Agreement shall be construed and governed by the laws of the State of Tennessee.

15. MODIFICATION. This Agreement is intended to be incorporated into a court order for divorce. This Agreement will no longer be effective after the expiration of 120 days from the date the parties sign this Agreement unless either party is granted an absolute divorce by the court within 120 days. Any modification of this Agreement before the divorce decree is entered shall be in writing, signed by both parties, and filed with the court before the final hearing of divorce. Any modification of this Agreement after the final divorce decree is entered shall also be made in writing, signed by both parties, and filed with the court in which the divorce decree is entered.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date below written.

4-22-96
DATE

Aileene E. Love
AILEENE E. LOVE, Wife

4-16-96
DATE

Sam C. Love, DDS.
SAM C. LOVE, Husband

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 22 day of April, 1996, personally appeared before me AILEENE E. LOVE, to me known to be the person described herein as the Wife, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that she executed the foregoing Agreement and acknowledged that she did so as her own free act and deed.

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Notary Public

My commission expires:

5-23-99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 16 day of April, 1996, personally appeared before me SAM C. LOVE, to me known to be the person described herein as the Husband, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that he executed the foregoing Agreement and acknowledged that he did so as his own free act and deed.

Notary Public

My commission expires:

11/20/96

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause, be and are hereby taxed against the Husband, Sam C. Love.

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It is finally ORDERED that execution may issue to enforce any of the provisions of this Decree.

Entered this 15 day of July, 1996.

Marietta M. Shipley

MARIETTA M. SHIPLEY, JUDGE

APPROVED FOR ENTRY:

Karen Cain

KAREN CAIN #6931
Attorney for Husband
306 Gay Street, Suite 304
Nashville, Tennessee 37201
(615) 256-2806

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Dot Dobbins (by KC)

DOT DOBBINS #2510
Attorney for Wife
DOBBINS & VENICK
2100 West End Avenue, Suite 850
Nashville, Tennessee 37203
(615) 321-5659

CERTIFICATE OF SERVICE

I hereby certify that I mailed a true and exact copy of the foregoing Final Decree to Ms. Dot Dobbins, Attorney for Wife, DOBBINS & VENICK, 2100 West End Avenue, Suite 850, Nashville, TN 37203, on this 27 day of June, 1996.

Karen Cain

KAREN CAIN

PICK-UP

97 MAY 20 PM 12:13

DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE

0306573

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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 01 day of JULY , 19 96 , in the Case Number 96D1251 between LOVE, SAM C. Plaintiff, and LOVE, AILEENE E. Defendant, as same remains of record in Book 164C , Page 1875 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 20 day of MAY in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL