IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH SPENCER VANDERPOOL,
Plaintiff,

vs.

GARY LEE VANDERPOOL
Defendant.

No. 96D-3421
NOTICE OF ENTRY REQUESTED

BOOK 10560 PG 366

FINAL DECREE

This cause came to be heard on the 28th day of February, 1997, before the Honorable ~~Muriel Robinson~~ Frank Clement Jr by interchange, Judge, upon the Complaint for Absolute Divorce filed by Mrs. Vanderpool, and from the parties signing the Marital Dissolution Agreement, the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101(11). It is therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Deborah Vanderpool, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement, and the Amendment to Parties' Marital Dissolution Agreement heretofore signed by the parties does provide for the equitable division of the marital property and the Court does approve the Agreement attached hereto as follows:

IN THE FOURTH CIRCUIT CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH SPENCER VANDERPOOL,
Plaintiff,

vs.

GARY LEE VANDERPOOL
Defendant.

No. 96D-3421

D.C. BOOK 10560 PG 367

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between Deborah Spencer Vanderpool, hereinafter called Wife, and Gary Lee Vanderpool, hereinafter called Husband.

W I T N E S S E T H

WHEREAS, the parties are married and two children, namely, Matthew Wayne Vanderpool and Richard Joe Vanderpool were the product of the marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody and support of the parties' children as a result of the marriage; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, ONLY Wife is represented by Robyn Lynne Ryan, Attorney, and the opposing party has obtained independent advice or waived same and is NOT relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or

attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

**WAIVER.** The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

**ENTIRE AGREEMENT.** This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

**NON-DISCHARGEABILITY.** With respect to each party's responsibility for 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 non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both

parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the

provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS TO BE FILED. As soon as possible after the execution of this agreement, Robyn Lynne Ryan shall cause to be prepared and file a complaint for divorce in the Circuit Court of Davidson County, Tennessee, including the grounds that irreconcilable differences have arisen between the parties. The Defendant is aware that this divorce will be filed in the State of Tennessee and waives further services and filing an answer to the Complaint.

Parties agree to split all Court cost arising out of said divorce proceeding if uncontested.

The Defendant, by signing this agreement, waives further service of process or notice. The Defendant acknowledges receipt of a copy of the complaint in this cause and stipulates to the truth and accuracy of the allegations therein. Further, the Defendant waives making any other answer or counter-claim and consents to an entry of a Default Judgment and a Final Decree of Divorce and specifically authorizes entry of said pleadings by Plaintiff's counsel.

PERSONALTY. The parties have divided between themselves the

ALIMONY WAIVED. Wife and Husband claim no alimony either pendente lite or permanent and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

ATTORNEY FEES. It is agreed between parties that only Wife is represented by Robyn Lynne Ryan and will pay Robyn Lynne Ryan's attorney fee in connection with this divorce proceeding and this agreement. It is also agreed between the parties that the opposing party shall pay their own attorney's fee in connection with this litigation.

CUSTODY and VISITATION. The parties shall share joint responsibility for the care, supervision and guidance of the children, Matthew and Richard, and therefore shall share full joint custody. Each party will have both children equal amounts of time, as agreed between the parties, and each party shall be responsible for all school transportation during the time the children are with that party. All holidays shall be alternated between the parties by agreement between the parties.

CHILD SUPPORT. It is further agreed between the parties that because each party earns approximately $12,000.00 per year, and each will share an equal amount of time with the children, neither shall owe child support to the other. Each party, shall however, be responsible for sharing the children's clothing and school expenses equally, and agree to provide any record of such expense to the other parent in a timely fashion. The parties acknowledge that no action to alter the support amount will be effective without the prior approval of the Court.

PENSIONS. The parties agree that neither has any retirement or pension plan.

BANK ACCOUNT. The parties agree to give up any right they might have to the other parties' Bank savings or checking account. Each party will therefore retain the right to their individual Bank savings and checking account.

LIFE INSURANCE. The parties agree that they currently own a joint life insurance policy on the life of the other party. The parties agree to continue this life insurance policy, sharing

furniture, furnishings and personal belongings that were acquired during the marriage and each party makes no claim to any property in the possession of the other party.

It is agreed that Wife will have possession and title to the parties' 1988 Mitsubisi Pick-up truck, and Husband relinquishes any claim he may have in this vehicle. Wife agrees to assume all liability associated with this vehicle, including insurance, and will hold Husband harmless thereon. Husband will have possession and title to the 1988 Dodge Ram and Wife relinquishes any claim she may have in this vehicle. Husband agrees to assume all liability associated with this vehicle, including insurance, and will hold Wife harmless thereon. Each party agrees to execute any document necessary to effectuate change of title.

**REAL ESTATE.** It is agreed that the property known as 4628 Dowdy Drive, Antioch, Tennessee ~~has been~~ will be sold and that the parties will equally divide all proceeds from that sale.

**DEBTS.** The parties have certain marital debt:

| | |
|---|---|
| Norwest Finance | $175.00 per month |
| Bank One | $133.00 per month |
| Ford Motor Credit | $60.00 per month |
| DT McCalls | $33.00 per month |
| School tuition | $250.00 per month |

The total monthly debt due is $651.00 per month. Each party will be responsible for one half of this total monthly payment, and therefore, Husband shall pay to Wife the sum of $325.50 by the 13th of each month, beginning November 13, 1996, and continuing thereafter until the total debt owed as of November 13, 1996 is paid in full to each creditor. Wife shall be responsible for paying these monthly debts once Husband has paid his share of the monthly total to Wife.

The parties further agree to pay any additional debt in their own name, and will hold the other harmless thereon.

**HEALTH INSURANCE - COVERAGE.** Wife agrees to maintain health insurance on the minor children which will cover major medical, dental, pharmaceutical and optical expenses. Any expenses not covered by insurance will be split between the parties. Husband agrees to reimburse Wife for one half of that insurance coverage, payable to Wife monthly, beginning December 1, 1996.

equally the cost, and agree to make each other the beneficiary in trust for the minor children.

Deborah Spencer Vanderpool — Gary Lee Vanderpool

Deborah Spencer Vanderpool
WIFE

Gary Lee Vanderpool
HUSBAND

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STATE OF TENNESSEE )
COUNTY OF Davidson )

On this 11th day of November, 1996, personally appeared DEBORAH SPENCER VANDERPOOL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

Elizabeth A. Hampton
NOTARY PUBLIC

My Commission Expires:
11-22-97

STATE OF TENNESSEE )
COUNTY OF Davidson )

On this 11th day of November, 1996, personally appeared GARY LEE VANDERPOOL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Elizabeth A. Hampton
NOTARY PUBLIC

My Commission Expires:
11-22-97

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 FEB 28 PM 1:28

DEBORAH SPENCER VANDERPOOL, RICHARD R. ROOKER, CLERK
Plaintiff,

vs. D.C. No. 96D-3421

GARY LEE VANDERPOOL
Defendant.

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**AMENDMENT TO PARTIES' MARITAL DISSOLUTION AGREEMENT**

THIS AMENDMENT TO THE PARTIES MARITAL DISSOLUTION AGREEMENT is made and entered into by and between Deborah Spencer Vanderpool, hereinafter called Wife, and Gary Lee Vanderpool, hereinafter called Husband.

The parties make this amendment to the paragraph entitled REAL ESTATE in the parties' previously executed Marital Dissolution Agreement. The parties agree and do hereby substitute the following paragraph for the paragraph entitled REAL ESTATE in the parties' Marital Dissolution Agreement:

REAL ESTATE. The parties agree and acknowledge that they own certain real estate located at 4628 Dowdy Drive, Antioch, Tennessee. Husband agrees to convey and quit claim, and by signing this document does convey and quit claim to Wife any and all interest he has in the property at 4628 Dowdy Drive, Antioch, Tennessee 37013, more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 49, on the Plan of Hazelwood Section 11, as of record in Book 4300, Page 22, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> BEING the same property conveyed to Sam Waldon Collins, Jr. and wife Patsy Sue Collins by warranty deed from R.B. Woodruff and wife Margrette D. Woodruff of record in Book 4434, Page 640, Register's Office for Davidson County, Tennessee.

If necessary, Husband further agrees to execute and deliver to Wife any and all additional deeds and instruments necessary to convey title of said real estate to Wife. In consideration, Wife agrees to pay to Husband the sum of $7,500.00 as his interest in the equity in the home, when the home sells or within ten (10) years of the date of the entry of this divorce, whichever occurs first. Wife agrees to assume all liability for any debt owed on the property and will hold Husband harmless thereon.

The parties further agree that all other matters contained in the parties Marital Dissolution Agreement signed by the parties on November 11, 1996, remain in full force and effect.

Deborah Spencer Vanderpool
WIFE

Gary Lee Vanderpool
HUSBAND

STATE OF TENNESSEE )
)
COUNTY OF Davidson )

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On this 27 day of February, 1997, personally appeared DEBORAH SPENCER VANDERPOOL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires MAY 28, 2000

STATE OF TENNESSEE )
)
COUNTY OF Davidson )

On this 27 day of February, 1997, personally appeared GARY LEE VANDERPOOL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires MAY 28, 2000

This Court further finds that the address of the plaintiff is 4628 Dowdy Drive, Nashville, TN 37013 and the address of the defendant is 6237 Pettus Rd., Antioch, TN 37013.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are to be taxed against both parties, for all of which execution may issue if necessary.

ENTER this the 28 day of February, 1997.

~~MURIEL ROBINSON, Judge~~
By Interchange

APPROVED FOR ENTRY:

Robyn Lynne Ryan
Attorney for Plaintiff
Registration No. 12782
5th Floor, St. Cloud Corner
500 Church Street
Nashville, Tennessee 37219
(615) 242-3996

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been placed in the United States mail, postage prepaid, to Gary Lee Vanderpool at 6237 Pettus Rd., Antioch, Tennessee 37013, on the 28 day of Feb, 1997.

Robyn Lynne Ryan

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MISSING