1426/727

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

1991 OCT 29 AM 9:47

GEORGE L. ROBERTS, CLERK

EDWARD JORDAN GROSS
Plaintiff,

vs.

#91D-2628

BARBARA GAYLE PAGE GROSS
Defendant.

BOOK 10615 PG 1

FINAL JUDGMENT

This cause came to be heard before the Honorable Marietta Shipley, Judge of the Second Circuit Court of Davidson County, Tennessee, upon the Complaint for Absolute Divorce, upon the waiver of service of process, and the voluntary appearance and subsequent negotiation by all parties of a Marital Dissolution Agreement, upon the statement of witnesses, statement of counsel, and upon the entire record. The Court finds that irreconcilable differences exist, and this union should be dissolved. The Court further finds that the Marital Dissolution Agreement makes full and adequate provisions for custody, all property rights, and all rights and responsibilities of the parties growing out of the marital relationship. The Court affirms the Marital Dissolution Agreement and enters the following judgment:

1. It is, therefore, **ORDERED** that EDWARD JORDAN GROSS is granted an absolute divorce on the grounds of irreconcilable differences.

2. It is further **ORDERED** that the Marital Dissolution Agreement is made a part of this judgment and ratified by the Court.

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MARITAL DISSOLUTION AGREEMENT BOOK 10615 PG 2

1991 OCT 29 AM 9:47
GEORGE L. ROSS, CLERK

THIS AGREEMENT made and entered into by BARBARA GAYLE PAGE GROSS and EDWARD JORDAN GROSS.

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relation, and it is the desire of both parties to finally and for all time to determine and settle their property rights, all rights of support and maintenance, alimony, and all dower, and homestead rights, together with any and all other rights existing between the parties growing out of their marital relationship.

NOW THEREFORE, for and in consideration of the mutual promises herein made and the acts to be performed, the parties agree as follows:

1. The Plaintiff, Edward Jordan Gross, shall proceed to obtain a divorce on the grounds of irreconcilable differences.

2. The Defendant, Barbara Gayle Page Gross, will be awarded custody of the parties' minor daughter, Jenne Gayle Gross, with the Plaintiff, Edward Jordan Gross, awarded reasonable visitation rights. Visitation and time with the minor daughter shall be established by the agreement of the parties with full consideration for the minor daughter's church, school and personal activities and wishes.

3. The Plaintiff, Edward Jordan Gross, shall pay the Defendant, Barbara Gayle Page Gross, the sum of $625 per month as child support pursuant to the Tennessee Child Support Guidelines. The Plaintiff further agrees to provide a minimum of $1,000.00 each year for Christmas funds. This money shall be provided to the Defendant, Barbara Gayle Page Gross, on or before the 20th day of November of each year and she is to use it for provide gifts at Christmas for the parties' five children and herself.

4. The Plaintiff, Edward Jordan Gross, shall pay directly to the Defendant, Barbara Gayle Page Gross, the sum of $450.00 per month as alimony in futuro. As additional maintenance and support, the Plaintiff, Edward Jordan Gross, will pay all regular and

standard household bills and expenses. Regular and standard household bills and expenses will include but is not limited to mortgage payments, taxes and insurance on the home, state and federal tax obligations, the costs of the care, upkeep and regular maintenance of the home and appliances, utilities, groceries, cable television expenses, garbage pickup, newspaper, as well as the credit cards that the Defendant, Barbara Gayle Page Gross, currently is using.

5. The real property located at 4656 Tara Drive, Nashville, Davidson County, Tennessee shall be divested from its present ownership and vested in the parties as tenants in common. The Defendant, Barbara Gayle Page Gross, shall have the right to reside in the property until her death or remarriage. Upon either of these occurrences, then an independent assessment shall establish the equity in this real property and either party shall have the right to purchase the equity of the other. If no agreement is reached within 1 month, then the real property shall be placed in a reputable real estate agent for a period of 90 days to be sold for the highest and best contract price. If the real property does not sell then either party may file a motion with the Court for the Court's directions and disposition of the real property. The Court specifically retains jurisdiction of this issue to be able to fully and completely act should any of the above eventualities present themselves. Should the Defendant, Barbara Gayle Page Gross, inform the Plaintiff, Edward Jordan Gross, that she desires to move to a smaller home, then the Plaintiff, Edward Jordan Gross, will cooperate fully with the Defendant, Barbara Gayle Page Gross, in selling the current real property the parties own and assisting her in purchasing a smaller home. The smaller home would be owned by the parties as tenants in common and the Plaintiff, Edward Jordan Gross, would continue making any mortgage payments that were necessary as well as paying for all of the regular and standard household bills and expenses that might be incurred by the Defendant, Barbara Gayle Page Gross. The Plaintiff, Edward Jordan Gross, shall further be responsible for the closing costs and other

expenses associated with a move from a larger home to a smaller home.

6. The Defendant, Barbara Gayle Page Gross, will be awarded all of the household goods, furnishings and appliances presently located at 4656 Tara Drive, Nashville, Davidson County, Tennessee, with the exception of the personal items of the Plaintiff, Edward Jordan Gross, which shall be removed prior to the granting of the divorce. These items will be removed only upon the agreement of the parties.

7. The Plaintiff, Edward Jordan Gross, shall be awarded the furnishings and/or any other items which have been removed from the home of the parties prior to the granting of the divorce.

8. The Defendant, Barbara Gayle Page Gross, shall be awarded the 1989 Ford Aerostar Van. The Plaintiff, Edward Jordan Gross, shall be awarded the 1980 Porsche 924 and the Defendant, Barbara Gayle Page Gross, shall not be held responsible for any incidents of ownership in this automobile. The Plaintiff, Edward Jordan Gross, further agrees to provide a new vehicle or a used vehicles with less than 20,000 miles on it for the Defendant, Barbara Gayle Page Gross, to use at least every five years and further agrees to provide for the upkeep and insurance on the family car that is being used by the Defendant.

9. The Defendant, Barbara Gayle Page Gross, shall be awarded her IRA presently with Third National Bank and the parties are awarded funds on deposit and maintained by each of them individually.

10. The Plaintiff, Edward Jordan Gross, will assist the Defendant, Barbara Gayle Page Gross, in obtaining major medical health insurance coverage and will be responsible for payments for said coverage as well as one-half (1/2) of all non-covered medical expenses including dental, optical and prescription drug expenses incurred on behalf of the Defendant. The Plaintiff, Edward Jordan Gross, and the Defendant, Barbara Gayle Page Gross, are both aware of the expense of major medical health insurance and the Defendant would be willing to become a part-time employee of the Plaintiff,

if necessary, in order to assure that she receives major medical health insurance coverage. The terms of said employment would be worked out between the Plaintiff and the Defendant in a separate written agreement. Any such employment arrangement would have to be approved by the Defendant. If no employment arrangement can be agreed upon, the Plaintiff is still responsible for obtaining major medical health insurance coverage for the Defendant and paying for said coverage.

11. The Plaintiff, Edward Jordan Gross, shall continue coverage for Jenne Gayle Gross on his health care insurance and he shall be responsible for all medical, dental, or professional services which are necessary and are not paid for by the health care insurance. The Plaintiff, Edward Jordan Gross, shall continue to maintain his present life insurance program with the beneficiary being designated as Barbara Gayle Page Gross. Any insurance funds in excess of $250,000.00 will be maintained in trust with Barbara Gayle Page Gross as Trustee for Edward J. Gross, Jamison Stuart Gross, Jonathan Todd Gross, Jeremy Allen Gross and Jenne Gayle Gross and the disposition of any funds paid through this life insurance program shall be at the discretion of Barbara Gayle Page Gross.

12. The Plaintiff, Edward Jordan Gross, agrees to provide for the college education of Jenne Gayle Gross should she desire to obtain a college education. The Plaintiff will provide for the tuition, books, room and board, clothing and other necessary expenses that his daughter while attending college on an undergraduate level.

13. The Plaintiff, Edward Jordan Gross, shall pay directly to the Defendant, Barbara Gayle Page Gross, the amount of $1,000.00 as alimony in solido to help defer her attorney's fees in this matter.

14. The court costs in this cause will be paid by the Plaintiff, Edward Jordan Gross.

15. With respect to each party's responsibility for the payment of certain debts, and the obligation to hold the other harmless for the payment thereof, the parties understand and agree

that their obligations are nondischargeable debts in bankruptcy pursuant to 11 U.S.C. Section 523(5), these obligations being part of the final financial support settlement of both parties.

16. Each of the parties shall from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions in this agreement.

17. It is further agreed and understood that this agreement is intended to be a final settlement of the property rights of the respective parties and a full discharge of Edward Jordan Gross from all obligations to support Barbara Gayle Page Gross, and a discharge from all other claims arising out of the marital relations and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other party, including without limitations, by way of dower, courtesy, statutory allowance, homestead rights, right to take against the Will of the other, inheritance, dissent or distribution, alimony and support, right to act as administrator or executor of the other's estate and this applies to all property now owned by Edward Jordan Gross and Barbara Gayle Page Gross.

18. Edward Jordan Gross and Barbara Gayle Page Gross acknowledge that the provisions of this agreement are fair, adequate and satisfactory to each of them and accept them in full and final settlement of all claims and demands for alimony and fully discharge each other from all other such claims and demands except as provided in this agreement.

19. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in this agreement and their legal effects have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

20. The support payments will begin upon the parties signing this Marital Dissolution Agreement.

IN WITNESS WHEREOF, the said parties have read this instrument and have familiarized themselves with its contents and signed and executed this instrument on this the 23rd day of October, 1991 as to the Plaintiff, Edward Jordan Gross, and on the 23rd day of October, 1991 as to the Defendant, Barbara Gayle Page Gross.

EDWARD JORDAN GROSS

Barbara Gayle Page Gross
BARBARA GAYLE PAGE GROSS

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 Edward Jordan Gross, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who executed that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 23rd day of October, 1991.

Carole B. Wilson
NOTARY PUBLIC AT LARGE FOR THE STATE OF TENNESSEE

MY COMMISSION EXPIRES: 9-16-95.

STATE OF TENNESSEE

COUNTY OF SUMNER

PERSONALLY appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Barbara Gayle Page Gross, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Gallatin, Tennessee, this the 23rd day of October, 1991.

Mark T Smith
NOTARY PUBLIC AT LARGE FOR THE STATE OF TENNESSEE

MY COMMISSION EXPIRES: 7/23/94

3. It is further ORDERED that upon this Marital Dissolution Agreement being ratified and confirmed, it shall become a part of the judgment in this cause.

4. The costs shall be paid by the Plaintiff.

This 29th day of October, 1991.

JUDGE

ROBERT L. JACKSON
Attorney for Plaintiff
One Washington Square
214 Second Avenue North
Suite 103
Nashville, Tennessee 37201
(615) 256-2602

I hereby certify that a true and exact copy of the foregoing Final Judgment has been sent to Mark T. Smith, Attorney for Defendant, 123 Public Square, Gallatin, Tennessee 37066-2837; this 29th day of October, 1991.

BOOK 10615 PG 10

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 29 day of OCTOBER , 19 91 , in the Case Number 91D2628 between GROSS, EDWARD JORDAN Plaintiff, and GROSS, BARBARA GAYLE P Defendant, as same remains of record in Book 142B , Page 00727 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 19 day of SEPTEMBER in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL