BOOK 10727 PG 347

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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CLERK

ELIZABETH I. BUFF	)	
	)	
PLAINTIFF,	)	
	)	No. 97D-2795
VS.	)	
	)	
PAUL CONRAD BUFF	)	
	)	
DEFENDANT.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 19th day of November, 1997, before the Honorable Muriel Robinson, of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce heretofore filed by the Plaintiff, Elizabeth I. Buff, submission to the court of a signed and notarized marital dissolution agreement and the record taken as a whole from all of which it appears to the Court and the Court finds that the parties have suffered irreconcilable differences as contemplated by T.C.A. § 36-4-101 (11).

It is therefore **ORDERED, ADJUDGED** and **DECREED** by the Court that the Plaintiff, Elizabeth I. Buff, is hereby awarded an absolute divorce from the Defendant, Paul Conrad Buff, and that the bonds of matrimony heretofore subsisting between the parties are hereby dissolved and the parties are restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court, and the Court affirmatively finds, that the parties have made an adequate and sufficient equitable division of the marital property of the parties and said marital dissolution agreement is hereby incorporated verbatim:

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

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ELIZABETH I. BUFF	)	
Social Security #: [redacted]-1072	)	
Plaintiff,	)	
	)	
vs.	)	No.: 97D-2795
	)	
PAUL CONRAD BUFF	)	
Social Security #: [redacted]-5238	)	
Defendant.	)	
	)	

MARITAL DISSOLUTION AGREEMENT

This agreement is made between **ELIZABETH I. BUFF**, hereinafter referred to as "Wife," and **PAUL CONRAD BUFF**, hereinafter referred to as "Husband."

WITNESSETH:

WHEREAS, these parties are presently living separately and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause; and,

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is presently a suit for divorce filed in the Fourth Circuit Court for Davidson County, Tennessee, No. 97D-2795 and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and/or other good and valuable consideration, the parties agree as follows:

1. **WAIVER.** The parties hereto, exclusive of the terms and provisions of this agreement, each waive all rights, title, and interest, consummate and inchoate, in and into the property in the 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 the present or in expectancy as to any and all property in the estate of the other arising out of the marital union, and each of the parties does hereby

release and discharge the other from any and all control, claims, demands, actions, or causes of actions, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as the full, final and complete settlement of the property, marital and otherwise of the parties hereto.

Both parties waive any separate and distinct claim to retirement and pension benefits of the other except as set out by this agreement herein, although they may have been advised of their rights regarding pension and retirement benefits.

2. **NON-COMPLIANCE.** Should either party incur any expense for 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 fees and suit expenses to the non-defaulting party which are reasonably incurred.

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.

3. **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.

4. **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.

5. **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. Failure of any party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

6. **ALIMONY.** Wife will receive alimony from Husband in the amount of one thousand ($1000.00) per month for a period of three

years following the final decree of divorce. [redacted]

[redacted] EB PCB Wife shall have a partial assignment of a policy of life insurance, paid for by Husband, [redacted] EB ~~this interest~~. This amount shall be paid to wife regardless of her marital status, but such obligation shall cease upon Wife's death.

7. **DIVISION OF PROPERTY.** Wife and Husband have agreed upon the following division of property:

i) **REAL PROPERTY:**

The marital home at 708 Enquirer Avenue, Nashville, Tennessee 37205 is currently listed for sale with Fremon Clayton Johnson & Associates. Wife will receive $50,000.00 from the proceeds of the sale of this property. In the event a sale is not completed within 180 days from the date of listing, then Husband will pay this sum in cash directly to Wife. Wife shall retain a $50,000.00 security interest in said property until this obligation has been satisfied.

With the exception of the abovementioned security interest, Wife shall immediately quitclaim to Husband all of her interest in all real property held by Wife and/or Husband specifically. Those properties are specifically:

1. Home at 708 Enquirer Avenue, Nashville, Tennessee 37205;

2. Building lot at 2315 Woodmont Boulevard, Nashville, Tennessee 37205;

3. Commercial property at 2725 Bransford Avenue, Nashville, Tennessee 37204; and

4. Commercial property at 530 East Iris Drive, Nashville, Tennessee 37204.

Husband shall hold Wife Harmless on the debt on all properties in which the parties have an interest.

PERSONAL PROPERTY:

a) Wife will retain her personal bank accounts and savings accounts.

b) Wife will have possession of and title to the following items of furniture:

1) the large screen television;

2) the patio furniture;

3) the washer and dryer;

4) the bedroom set;

5) the camcorder;

6) the two computers in the marital home.

c) Any other personal property will be the property of the Husband.

8. **DEBTS.** Husband shall accept responsibility for all credit card debt and other debt whether in his own, in Wife's name, or both, including the tax liability for 1996 tax return. Husband shall hold Wife harmless on said debt. The parties shall file separate tax returns for 1997 and each shall be responsible for their tax liability.

9. **MEDICAL COVERAGE.** Wife will receive the same medical and other health benefits as received by other employees of Paul C. Buff, Inc.

10. **COURT COSTS.** Costs of court shall be borne one-half by Husband and one-half by Wife. Each party shall pay their own attorney's fees.

11. **EXECUTION.** Each of the parties agrees to execute all instruments necessary to effectuate the intent of this document in a timely fashion.

12. **SERVICE OF PROCESS.** Husband waives service of process, the filing of an answer to this action, and does consent to the jurisdiction and venue of this court.

13. **REPRESENTATION.** It is understood that the Wife is represented by A. Scott Yarbrough, Attorney at Law, in this matter. It is understood that the Husband is represented by John Lentz, Attorney at Law.

14. **FUTURE FILING.** It is further understood by and between the parties that this marital dissolution agreement shall be filed with the Davidson County's Circuit Court Clerk's office within 120 days from its execution. It is further understood by and between the

parties that Wife shall proceed to obtain a divorce on the grounds of Irreconcilable Differences.

IN WITNESS WHEREOF, the said parties, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the 18 day of November as to the husband, and the 18th day of November, as to the wife.

PAUL CONRAD BUFF

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, in and for said County and State, the within named **PAUL CONRAD BUFF**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 18th day of November, 1997.

Angela M. Clardy, C.L.A.
NOTARY PUBLIC

My Commission Expires: My Commission Expires JULY 28, 2001

Elizabeth I. Buff
Elizabeth I. Buff

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned NOTARY PUBLIC, in and for said County and State, the within named **ELIZABETH I. BUFF**, 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 Nashville, Tennessee this 18th day of November, 1997.

Angela M. Clardy, C.L.A.
NOTARY PUBLIC

My Commission Expires: My Commission Expires JULY 28, 2001

A. SCOTT YARBROUGH #16537
Attorney at Law
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(615)256-7231
Attorney for Plaintiff

John Lentz by permission SJ
JOHN LENTZ #2615
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P.O. Box 196888
230 Fourth Avenue North
Nashville, TN 37219
(615)244-4994
Attorney for Defendant

It is, further, **ORDERED, ADJUDGED** and **DECREED** by the Court that ½ of the costs of this cause are taxed to the Wife and ½ to the Husband, for which execution may issue if necessary.

ENTERED this 19th day of Nov, 1997.

HONORABLE MURIEL ROBINSON

SUBMITTED FOR ENTRY:

A. SCOTT YARBROUGH #16537
Attorney at Law
30 Music Square West, Suite 305
Nashville, TN 37203
(615) 256-7231

CERTIFICATE OF SERVICE

This is to certify that the foregoing document has been delivered via United States Mail, first class postage prepaid, to John D. Lentz, Attorney for Defendant, 230 Fourth Avenue North, Nashville, Tennessee 37219, this the 14th day of November, 1997.

A. SCOTT YARBROUGH, #16537
Certifying Attorney

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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 FOURTH Circuit Court for Davidson County, Tennessee, on the 19 day of NOVEMBER , 19 97 , in the Case Number 97D2795 between BUFF, ELIZABETH Plaintiff, and BUFF, PAUL CONRAD Defendant, as same remains of record in Book 275A , Page 765 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 16 day of DECEMBER in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Compton
Deputy Clerk

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DAVIDSON COUNTY TN

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IDENTIFICATION REFERENCE