IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID EZRA GIVENS,

Plaintiff,

vs. D.C. NO. 97D-371

VIRGINIA B. GIVENS,

Defendant.

FINAL DECREE OF DIVORCE

This cause came on to be heard before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon a pre-trial conference heretofore set by the Court, upon the extensive statements of counsel for both parties, brief testimony from the parties elicited by the Court, a review of the income and expense statements of the parties, and the entire record in this cause, whereupon the Court suggested and the parties agreed, and therefore, IT IS ORDERED, ADJUDGED and DECREED as follows:

1. ABSOLUTE DIVORCE: That pursuant to T.C.A. Section 36-4-129, the Court declared the parties divorced from each other and both of them are hereby restored to all of the rights and privileges of unmarried persons.

2. REAL ESTATE LOCATED AT 233 WHEELER AVENUE, NASHVILLE, DAVIDSON COUNTY, TENNESSEE, 37211: Any right, title and interest of David Ezra Givens (hereinafter referred to as "HUSBAND") in and to the real estate located at 233 Wheeler Avenue, Nashville, Davidson County, Tennessee 37211, which was the home of Virginia B. Givens (hereinafter referred to as "WIFE") prior to the marriage of the parties, be and the same is hereby divested out of HUSBAND and vested in WIFE.

3. FIRST MORTGAGE TO COMMERCIAL CREDIT CORPORATION: That WIFE is hereby declared liable for the first mortgage on the premises located at 233 Wheeler Avenue, Nashville, Davidson County, Tennessee, 37211, to Commercial Credit Corporation, the balance of which is approximately $55,000.00, and which is payable in monthly installments of $613.00, and HUSBAND is hereby relieved of any and

all liability for said first mortgage indebtedness, and WIFE shall hold HUSBAND harmless from the payment of the same, including a reasonable attorney's fee extended by HUSBAND, and that WIFE would be entitled to claim a tax deduction for any and all interest which she pays on said first mortgage.

4. SECOND MORTGAGE TO HOUSEHOLD FINANCE CORPORATION: That HUSBAND has the option of paying said second mortgage on the premises located at 233 Wheeler Avenue, Nashville, Davidson County, Tennessee, 37211, to Household Finance Corporation, the balance of which is approximately $22,000.00, and which is payable in monthly installments of $479.00 for the duration of said mortgage, for which HUSBAND would be entitled to claim a tax deduction for any and all interest which he pays on said second mortgage or alimony as described in paragraph 6 below, and in the event that HUSBAND elects to bankrupt said second mortgage, and is thereafter obligated to pay alimony as described in paragraph 6 below, he shall be given credit for any and all second mortgage payments which he has made prior to his election to bankrupt said second mortgage.

5. HUSBAND'S LIEN AGAINST SAID REAL ESTATE: That HUSBAND is hereby awarded a lien against the real estate located at 233 Wheeler Avenue, Nashville, Davidson County, Tennessee, 37211, in the amount of $22,798.37 which HUSBAND'S father paid to Household Finance Corporation on October 15, 1997 in full and final release of said second mortgage, which lien shall be paid by WIFE to HUSBAND on the occurrence of any of the following four contingencies:

(a). Upon the sale of said real estate located at 233 Wheeler Avenue, Nashville, Davidson County, Tennessee, 37211, for any reason.

(b). Upon the death of WIFE.

(c). Upon the remarriage of WIFE.

(d). Or on or before December 31, 2010, whichever event occurs first.

6. BANKRUPTCY: That either party may bankrupt any and all debts incurred during their marriage, but in the event that HUSBAND bankrupts his second mortgage obligation described immediately hereinabove, then in that event, HUSBAND shall pay directly to WIFE alimony in the amount of $475.00 per month for four years, or a total of $22,800.00, less any amount that HUSBAND has previously paid on said second mortgage prior to any bankruptcy which HUSBAND may file.

7. HUSBAND'S STRIP OF REAL ESTATE ON MILLER STREET IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE: That WIFE is hereby divested of any interest in and to HUSBAND'S real estate owned prior to the marriage of the parties, approximately 200 feet in length, located on Miller Street in Nashville, Davidson County, Tennessee, behind the premises of HUSBAND'S parents residence.

8. NACO TIMESHARE: That HUSBAND be and he is hereby divested of any and all right, title and interest in WIFE'S NACO timeshare, and WIFE assumes any and all liability for the payment of said timeshare or any maintenance fees.

9. HUSBAND'S CROSSVILLE, TENNESSEE TIMESHARE: That WIFE be and she is hereby divested of any and all right, title and interest in HUSBAND'S Crossville, Tennessee timeshare, and HUSBAND assumes any and all liability for the payment of said timeshare or any maintenance fees.

10. FLORIDA/BAHAMAS HOLIDAY CLUB TIMESHARE: That HUSBAND and WIFE hereby agree that HUSBAND shall exert his best effort to sell all interest of HUSBAND and WIFE in and to said Florida/Bahamas Holiday Club timeshare and HUSBAND and WIFE shall divide the net proceeds from said sale equally, fifty/fifty (50/50).

11. ALARM SYSTEM DEBT: That HUSBAND hereby agrees to pay $110.00 toward the balance owed to Scott Alarms on the alarm system for the premises of WIFE'S house located at 233 Wheeler Avenue,

Nashville, Davidson County, Tennessee, 37211, and WIFE assumes all responsibility and liability for the payment of the balance of said debt for said alarm system and agrees to hold HUSBAND harmless therefrom, including a reasonable attorney's fee which HUSBAND may expend.

12. TWO CEMETERY LOTS: That WIFE is awarded all right, title and interest in said two cemetery lots located at Hermitage Gardens in Hermitage, Tennessee in the approximate amount of $2,950.00.

13. WIFE'S TENNESSEE DEPARTMENT OF CORRECTIONS SAVINGS ACCOUNT: That HUSBAND hereby waives any and all right, title or interest he may have to WIFE'S savings account.

14. WIFE'S SAVINGS BONDS: That HUSBAND hereby waives any and all right, title or interest he may have to WIFE'S savings bonds.

15. WIFE'S 401-K RETIREMENT PLAN: That HUSBAND hereby waives any and all right, title or interest he may have to WIFE'S 401-K retirement plan.

16. HUSBAND'S TENNESSEE DEPARTMENT OF TRANSPORTATION RETIREMENT PLAN, INSURANCE AND ANY OTHER BENEFITS WITH THE STATE OF TENNESSEE: That WIFE hereby waives any and all right, title or interest she may have to HUSBAND'S retirement plan, insurance and any other benefits to which HUSBAND is entitled by virtue of his employment with the State of Tennessee.

17. PERSONAL PROPERTY: That HUSBAND and WIFE have previously divided all of their personal property belonging to each of them, and each party is hereby divested of any interest in any such personal property in the possession of the other party.

18. DEBTS: That HUSBAND be and is hereby ordered to pay the following debts:

NO.	CREDITOR:	AMOUNT DUE	MO. PAYMENT
1.	VISA	$ 7,300.00	$ 168.00
2.	Compress Bank	3,700.00	100.00
3.	Liberty Bank (loan)	1,500.00	100.00
4.	Discover	2,730.00	55.00
5.	Sears	1,700.00	49.60
6.	Bell South		48.00

7.	Husband's beeper		20.00
8.	Radio Shack	1,100.00	52.00
9.	Lowes	2,100.00	75.00
	TOTAL	$20,130.00	$ 667.60

if and in the event HUSBAND pays the above stated debts in toto and doesn't declare bankruptcy, then HUSBAND is hereby awarded a second lien against said real estate located at 233 Wheeler Avenue, Nashville, Davidson County, Tennessee, 37211, in the amount of $3,500.00 for payment of said debt.

WIFE shall pay any and all debts incurred by her since the separation of the parties on July 15, 1995, and likewise, HUSBAND shall be responsible for any and all debts incurred by him since said separation of the parties.

19. ATTORNEY'S FEES AND COURT COSTS: IT IS FURTHER ORDERED, ADJUDGED and DECREED that each party shall pay his and her own attorney's fees, and HUSBAND shall pay the court costs of this cause, for which execution may issue, if necessary.

20. RESTORATION OF PRIOR MARRIED NAME: IT IS FINALLY ORDERED, ADJUDGED and DECREED that WIFE be restored to her prior married name of Virginia Busse Provencher.

ENTER this 17 day of December, 1997.

HONORABLE MARIETTA SHIPLEY
JUDGE OF THE SECOND CIRCUIT COURT

APPROVED FOR ENTRY:

J. L. THOMPSON, III, No. 2712
Attorney for David Ezra Givens
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DAVID EZRA GIVENS

VIRGINIA B. GIVENS

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing FINAL DECREE OF DIVORCE has been mailed, postage prepaid, to the Honorable W. Allen Barrett, 501 Union Street, Suite 503, Nashville, TN 37219, on this ~~16th day~~ 5th day of ~~October~~ Dec., 1997.

J. L. THOMPSON, III

MAIL ENV.

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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 17 day of DECEMBER , 19 97 , in the Case Number 97D371 between GIVENS, DAVID E. Plaintiff, and GIVENS, VIRGINIA B. Defendant, as same remains of record in Book 171C , Page 2120 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 02 day of JANUARY in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL



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