BOX 25-B

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RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JANE ELIZABETH TAYLOR)
)
Plaintiff,)
)
vs.) No. 96D-2538
) NOTICE OF ENTRY REQUESTED
MARTIN L. TAYLOR, SR.)
)
Defendant.)

BOOK 10803 PG 978

FINAL DECREE

This cause came to be heard on the 15th day of November, 1996, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce filed by Ms. Taylor, 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, Jane Elizabeth Taylor, 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 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:

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANE ELIZABETH TAYLOR,
Plaintiff,

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RICHARD R. ROOT, CLERK

vs.) No.

MARTIN L. TAYLOR, SR.,) D.C.
Defendant.

BOOK 10803 PG 979

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between HARRISS qmt 8/24/96 MT 8-21-96 JANE ELIZABETH TAYLOR, hereinafter called "Wife", and MARTIN L. TAYLOR, SR., hereinafter called "Husband".

W I T N E S S E T H

WHEREAS, the parties are married and no children were the product of this 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 any children the parties may have 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.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

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.

Husband agrees to pay all Court costs 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 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.

MT 8/24/96 GMT 8/24/96

It is agreed that Wife will have possession and title to the 1992 Mazda Truck and the 1994 Ford Explorer which are currently in her name and Husband will relinquish any right, title or interest he may have in these vehicles. Wife agrees to assume any liability associated with these automobiles and hold Husband harmless thereon. It is further agreed that Husband will have possession and title to 1992 Ford Mustang and the 1972 Volkswagon Beetle and Wife will relinquish any right, title or interest she may have in this vehicle. Husband will assume any liability associated with this automobile and will hold Wife harmless thereon. Each party agrees to execute any document necessary to effectuate change of title.

GMT 8/24 MT 8/24/96

REAL ESTATE. Husband agrees to convey and by signing this document does convey to Wife any and all interests in the property at 857 Bradford Avenue, Nashville, TN 37204, more particularly described as follows:

LAND in Davidson County, Tennessee, being Lot No. 2 on the Map of Joseph Knowles Subdivision of Block "D" in C.D. Elliott's Plan of record in Plat Book 332, Page 48, Register's Office for said County, to which Plat reference is hereby made for a more complete and accurate legal description.

8/24/96 MT GMT 8/24/96

BEING the same property conveyed to Jane Taylor and husband, Martin Taylor by deed from Richard II Rhea, unmarried, of record in Book 9632, Page 202, Register's Office for Davidson County, Tennessee.

Husband further agrees to execute and deliver to Wife any and all deeds and instruments necessary to convey title of said real estate to Wife. Wife agrees to assume all liability for any debt owed on the property and will hold Husband harmless thereon.

DEBTS. Wife agrees to assume, pay and hold Husband harmless for the following debts as an element of the division of the parties' debt:

Home Depot
Norwest

The parties agree and acknowledge that this debt payment is reasonable and necessary for the non obligor spouse and therefore

will be non dischargeable in the event of a bankruptcy of the obligor spouse, pursuant to 11 U.S.C Section 523 (a) (5) and 11 U.S.C. Section 532 (15).

Each party shall be responsible for any debt in their name alone, and will hold harmless the other party to any such debt.

ALIMONY. Husband acknowledges that he owes certain debt to Wife on her credit cards, and therefore, Husband agrees to pay Wife the sum of $12,400 as alimony in solido. Husband will pay this alimony in monthly installments, paying ~~$300.00~~ $250.00 gmt 8/24/96 MT 8-24-96 on the first of this month and ~~$300.00~~ $250.00 gmt 8/24/96 on the 14th of every month after, beginning ~~August~~ September gmt 8/24/96 MT 8-24-96 1st, 1996 and continuing until the sum of $12,400.00 is paid in full. the parties agree and acknowledge that this alimony is reasonable and necessary for the continuing support of the Wife and that therefore, it will be a non dischargeable debt in the event of the bankruptcy of the Husband, pursuant to 11 U.S.C Section 523 (a) (5).

Except as outlined above, 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.

PENSIONS. The parties agree to give up any right they might have to the other parties' retirement or pension. Each party will therefore retain the right to their individual pension and retirement.

Jane Elizabeth Harris Taylor Martin L. Taylor

JANE ELIZABETH TAYLOR HARRIS gmt 8/24/96 MT 8/24-96 MARTIN L. TAYLOR, SR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 24th day of August, 1996, personally appeared Jane Elizabeth Harriss Taylor, qpc 8/29/94 mt. 8/24/96 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.

Ann H. Corbin
NOTARY PUBLIC

My Commission Expires:
11/22/97

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 24th day of August, 1996, personally appeared Martin L. Taylor, Sr., 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.

Ann H. Corbin
NOTARY PUBLIC

My Commission Expires:
11/22/97

It is further ORDERED, ADJUDGED and DECREED by this Court that all interest in the real property located at 857 Bradford Avenue shall be divested out of Husband and vested in Wife. This property at 857 Bradford Avenue is better described as follows:

LAND in Davidson County, Tennessee, being Lot No. 2 on the Map of Joseph Knowles Subdivision of Block "D" in C.D. Elliott's Plan of record in Plat Book 332, Page 48, Register's Office for said County, to which Plat reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Jane Taylor and husband, Martin Taylor by deed from Richard II Rhea, unmarried, of record in Book 9632, Page 202, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are to be paid by the defendant, Martin L. Taylor, Sr.

ENTER this the 6th day of December, 1996.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

Robyn Lynne Ryan #12782
Attorney for Plaintiff
500 Church St.
5th Floor, St. Cloud Corner
Nashville, Tennessee 37219
(615) 242-3996

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 Martin L. Taylor, Sr., 300 College Street, Apartment #41, Manchester, TN 37355, this the 3 day of Dec, 1996.

Robyn Lynne Ryan

BOOK 10803 PG 987

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 06 day of DECEMBER , 19 96 , in the Case Number 96D2538 between TAYLOR, JANE ELIZABETH Plaintiff, and TAYLOR, MARTIN L. SR. Defendant, as same remains of record in Book 263C , Page 2099 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 13 day of FEBRUARY in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By B. Goodwin
Deputy Clerk

SEAL