BOOK 10845 PG 787

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHERINE JOY WILLIS,
Plaintiff,

vs.

LARRY WAYNE WILLIS
Defendant.

98 MAR 13 PM 4:11
CLERK
D.C.

No. 97D-3312
Notice of Entry Requested

FINAL DECREE

This cause came to be heard on the 3rd day of March, 1998, before the Honorable Muriel J. Robinson, Judge, upon the Complaint for Absolute Divorce filed by Mrs. Willis, 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, Katherine Joy Willis, 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:

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHERINE JOY WILLIS,
Plaintiff,

vs.

LARRY WAYNE WILLIS
Defendant.

No. 97D-3312

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between Katherine Joy Willis, hereinafter called Wife, and Larry Wayne Willis, hereinafter called Husband.

W I T N E S S E T H

WHEREAS, the parties are married and one child namely, David Wayne Willis was 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 agreed that the Husband shall be entitled to the property listed below, free and clear of all claims

of Wife:

27" T.V.
Couch and chair
coffee table
end tables
Oak dining table
gas grill

Riding mower, air compressor, welder, table saw, saws

Husband will assume all liability associated with this property and will hold Wife harmless thereon.

All remaining household property not listed above shall be Wife's property, free and clear of all claims of Husband. Wife will assume all liability associated with this property and will hold Husband harmless thereon.

It is agreed that Wife will have possession and title to the parties' 1991 Geo Storm and the 1995 Mitsubishi, and Husband relinquishes any claim he may have in these vehicles. Wife agrees to assume all liability associated with these vehicles, including insurance, and will hold Husband harmless thereon. Husband will have possession and title to the 1979 Malibu, 1982 Buick Regal, and 1960 Chevrolet truck and Wife relinquishes any claim she may have in these vehicles. Husband agrees to assume all liability associated with these vehicles, including insurance, and will hold Wife harmless thereon. Each party agrees to execute any document necessary to effectuate change of title.

REAL ESTATE. Husband agrees to convey and quit claim and by signing this document does convey and quit claim to Wife any and all interest in the property at 637 Claylick Court, Whites Creek, Tennessee, 37189, more particularly described as follows:

Beginning at an iron pin in the southerly margin of a Frontage Road, said pin being the northwest corner or the property conveyed to Frankie E. Loyd and wife, Ethel C. Loyd, by deed from Glen D. Clark, and wife, Dorothy D. Clark, of record in Book 4941, Page 846 of the Register's Office of Davidson County, Tennessee;

Thence, with Loyd's westerly boundary South 31 degrees 14'50" West, 58.76 feet to an iron pin;

Thence, North 46 degrees 50'21" West, 440.64 feet to a chiseled rock;

Thence, South 5 degrees 55'39" West, 490.0 feet to an iron pin in a fence line;

Thence, North 80 degrees 51'43" West, 82.40 feet to an iron pin;

Thence, South 89 degrees 04'40" West, 201.76 feet to an iron pin;

Thence, North 22 degrees 00'38" East, 535.87 feet to an iron pin;

Thence, North 57 degrees 18'34" East, 272.14 feet to an iron pin in the southerly margin of said Frontage Road;

Thence, along the southerly margin of the Frontage Road along a curve to the right (R=2061.85 feet; I=5 degrees 01'44") a distance of 180.96 feet to an iron pin;

Thence, along a curve to the right (R=991.74 feet; I=12 degrees 45'15") a distance of 220.77 feet to an iron pin;

Thence, South 23 degrees 01'21" East, 90.74 feet to the point of beginning, containing 4.04 acres, more or less. According to a survey of William M. Keel, Surveyor.

Being the same property conveyed to Katherine J. Colley by deed from William D. Vanatta and wife, Tamora L. Vanetta, of record in Book _____, page _____, Register's Office for Williamson County, Tennessee.

All right, title and interest in this property shall be, therefore, divested out of Husband and vested in Wife. Wife agrees to assume all liability associated with this property and will hold Husband harmless thereon. Each party agrees to execute any document necessary to effectuate change of title.

DEBTS. The parties have certain marital debt, but agree that the debt is being paid by Wife in Wife's Chapter 13 bankruptcy. Wife agrees to continue to pay the marital debt in the bankruptcy.

The parties further agree to pay all debt in his and her 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 with Husband's child support obligation set forth below.

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, with the Wife having primary physical possession and the Husband reasonable visitation. Reasonable visitation rights shall be granted to the Husband and the Husband will be responsible for care, supervision and guidance during those visitation times and shall, on an ongoing basis, aid the Wife in bearing the responsibility of financial assistance as outlined in Child Support section below.

Husband shall have visitation every other weekend, from Friday at 6:00 p.m. to Sunday at 6:00 p.m., and holidays as set forth below.

The parties shall alternate the following holidays, beginning at 8:00 p.m. on the eve of the holiday, and ending at 6:00 on the date of the holiday, with Wife having Thanksgiving holiday in 1997:

New Year's Day
Easter
Memorial Day
Fourth of July
Labor Day
Thanksgiving

Additionally, the parties shall alternate the Christmas holidays with the Wife having the children from 6:00 p.m. on the last day of school before Christmas, until 12:00 noon on Christmas Day in odd years beginning with Christmas 1997. The Husband shall have the children from 12:00 noon on Christmas Day until 6:00 p.m. on New Year's Eve in odd years beginning with Christmas 1997. The parties shall alternate this schedule yearly.

The Husband shall have the children for two weeks in the summer upon a month's notice to the Wife, and shall also have any other visitation that the parties can reasonably agree.

CHILD SUPPORT. It is further agreed between the parties that Husband shall pay child support in the amount of $380.00 per month, plus the health insurance premium of $40.00 per month, for a total monthly amount due of $420.00. All payments shall be by wage assignment so that the employer, Southland Electric, P. O. Box 905,

Hermitage, Tennessee 37076, shall deduct the sum of $96.92 plus the Clerk's 5% commission of $4.84 for a total weekly deduction of $101.76, and shall send this amount to the Davidson County Clerk's Office, Metro Courthouse, Nashville, Tennessee 37201. The Clerk shall cause payments to be disbursed to Wife at 637 Claylick Court, Whites Creek, Tennessee 37189. The child support set out in this paragraph is in compliance with the Federally Mandated Child Support Guidelines. 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 equally the cost, and agree to make each other the beneficiary in trust for the minor children.

Katherine Joy Willis — Larry Wayne Willis

Katherine Joy Willis
WIFE

Larry Wayne Willis
HUSBAND

STATE OF TENNESSEE)
COUNTY OF Davidson)

On this 10th day of November, 1997, personally appeared KATHERINE JOY WILLIS, 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.

Margaret J Mayo
NOTARY PUBLIC

My Commission Expires:
7-24-99

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

On this 10th day of November, 1997, personally appeared LARRY WAYNE WILLIS, 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.

Margaret J Mayo
NOTARY PUBLIC

My Commission Expires:
7-24-99

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

ENTER this the 3rd day of Mar, 1998.

MURIEL J. ROBINSON, Judge

APPROVED FOR ENTRY:

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

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been delivered via the United States mail, postage prepaid, to Larry Wayne Willis, 637 Claylick Ct., Whites Creek, Tennessee 37189, this the 3 day of Mar, 1998.

Robyn Lynne Ryan

BOOK 10845 PG 798

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 03 day of MARCH , 19 98 , in the Case Number 97D3312 between WILLIS, KATHERINE JOY Plaintiff, and WILLIS, LARRY WAYNE Defendant, as same remains of record in Book 278C , Page 1845 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 MARCH in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

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MAIL ENV.

98 MAR 19 PM 12:52

IDENTIF. & REFERENCE

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