BOOK 10881 PG 585 98A/595

44

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 JUL -8 AM 11:07

GERALD AUGUSTUS STONE,
Husband

VS.

CAROLYN FRANCES STONE,
Wife

NO. 90D-3629

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 8th day of July, 1991, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Husband, the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties which the Court finds makes a fair and equitable division of the parties' jointly owned property, adequate and sufficient provisions for the custody and support of the parties' minor children, and the entire record in this cause. From all of which it appears to the Court that the Husband should be awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that there should be no proration or reduction of support unless otherwise ordered by this Court. It further appears to the Court that the current address of the Wife is 6613 Currywood Drive, Nashville, Tennessee; and that the current address of the Husband is 2134 Fairfax Avenue, #E7, Nashville, Tennessee.

IT IS, THEREFORE, ORDERED that the Husband be and is hereby awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 JUL -8 AM 11:06

GERALD AUGUSTUS STONE, Plaintiff,

vs.

CAROLYN FRANCES STONE, Defendant.

No. 90D-3629

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between CAROLYN FRANCES STONE (hereinafter referred to as "Wife") and GERALD AUGUSTUS STONE (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Husband has instituted divorce proceedings against the Wife, same being Civil Action No. 90D-3629 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The Husband shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences, and shall be restored to all the rights and privileges of an unmarried person.

2. The parties are the parents of two minor children, Lindsey Faye Stone, born October 15, 1982 and Jessica Lynn Stone, born March 9, 1984. The parties agree that they shall share the joint custody of said minor children, with the Wife being

designated as the primary custodian. The Husband will have the children with him every weekend. In the event the Wife has a weekend off, she will keep the children for that weekend. In the event that Wife no longer works weekends, the Husband's visitation will be every other weekend from Friday at 6:00 p.m. until Monday at 8:00 a.m. The Husband will have the children two week nights per week from 5:00 p.m. until 8:00 a.m. the following morning, those nights to be mutually agreed on by the parties. Additionally, the Husband shall have the children for two weeks in the summertime; the whole Spring break on an alternating yearly basis; each party will have one-half of the children's Christmas holidays; and all other holidays will be alternated on an annual basis. The children will always be with the Husband on Father's Day and with the Wife on Mother's Day. Each party will have access to the children on their birthdays.

3. The Husband shall pay to the Wife as child support for their two minor children $1395.52 per month, which is based on the Tennessee Child Support Guidelines, based on the Husband's income of $75,000.00 per year, and which shall be payable as follows:

(a) The current amount of the mortgage payment on the marital residence of the parties is $1,202.00 per month, and the Husband shall pay the mortgage payment, which includes the taxes and insurance payments, in whatever the current amount is until the last child turns eighteen years of age or until the house is sold pursuant to the terms contained in the other paragraphs herein. The Husband shall make said payments directly to Security Federal which holds the first mortgage on the parties' marital residence located at 6613 Currywood Drive, Nashville, Tennessee. If the home is sold prior to the last child turning eighteen years of age, the Husband shall pay said sum directly to the Wife.

(b) As additional child support, the Husband will pay an additional $193.52 per month which shall be paid directly to the Wife, $125.00 of which the Wife agrees shall be deposited by her into an education trust fund for the children so long as the children are minors.

(c) The parties agree that they shall each be responsible for the payment of one-half of all of the childrens' tuition and book expenses through their completion of high school after the trust fund mentioned in paragraph 3(b) above has been applied to said expenses.

4. The parties are the joint owners of a marital residence located at 6613 Currywood Drive, Nashville, Davidson County, Tennessee 37205. The parties agree that they shall continue to own said residence jointly as tenants in common following the entry of the Final Decree of Divorce in this cause. The Wife shall have exclusive occupancy of the home until the last child turns eighteen or the parties mutually agree to sell said home prior thereto, whichever comes first. The Wife shall be allowed to claim the interest payments on the home as a deduction, beginning July of 1991, for tax purposes. The Husband will claim the interest payments on the home for their first six months of 1991. If the house is not sold when the last child turns eighteen, each party shall be responsible for the payment of one-half of the mortgage, taxes and insurance payments owed thereon until a sale can be accomplished, if a closing has not been held on the home prior to the last child turning eighteen. Upon the sale, the proceeds will be divided equally between the parties. While the Wife is occupying the residence, each party shall be responsible for paying one-half of all reasonable and necessary maintenance and repair costs necessary to maintain the home in good marketable condition, and no party will be responsible for paying any maintenance or repairs unless he or she consented to the same, but neither party will unreasonably withhold their consent. Each party shall pay one-half of the lawn mowing service for the home until it is sold, and the Wife shall be responsible for paying all utility payments in connection with said residence.

5. The parties are the joint owners of a condominium located at 2134 Fairfax Avenue, Nashville, Tennessee. They will continue to own said condominium as tenants in common following the entry of the Final Decree of Divorce in this cause, and the Husband shall be awarded the exclusive occupancy and control of said residence. He shall be responsible for the payment of

all mortgage, taxes, insurance, and maintenance costs owed thereon. If the Husband vacates the condominium, he will have the right to rent out the same and will be entitled to receive all proceeds derived from the rent thereof. He shall also be entitled to claim the interest deduction for the mortgage payments made on said condominium for tax purposes. The Husband shall not be required to sell the condominium until the last child turns eighteen years of age, unless the parties mutually agree otherwise prior thereto, and upon the sale, all the proceeds derived therefrom shall be divided equally between the parties.

6. The parties acknowledge that the Wife inherited a piece of real property located in Austin, Texas, which is titled solely in her name. The Husband waives any claims which he may have in and to said property with all right, title and interest in and to said property being vested in the Wife.

7. The parties acknowledge that the household items of furniture and furnishings have already been divided, and each party will retain all right, title and interest in and to those respective items of household furniture and furnishings now located in their individual possessions.

8. With regard to the automobile of the parties, the Wife shall receive all right, title and interest in and to the 1977 BMW automobile and the 1986 Plymouth Voyager. The Husband shall receive all right, title and interest in and to the 1976 BMW automobile. The parties acknowledge that all vehicles are paid for. The Husband has first refusal rights to the 1977 BMW when, and if, the Wife decides to sell said car.

9. Each party shall receive his or her own bank accounts, the IRAs in their individual names, the cash value of any life insurance on their respective lives, and any other accounts which are titled individually to the parties, free of any claims from the other.

10. The Husband shall maintain at least $100,000.00 of life insurance on his life, with the Wife designated as the beneficiary thereon until the last child turns eighteen years of age. The Wife shall maintain at least $100,000.00 of life insurance on her life, with the Husband designated as the sole

and irrevocable beneficiary thereon until the last child turns eighteen years of age.

11. The parties agree that the Husband shall maintain health insurance coverage for the benefit of the children, and the Husband and the Wife shall each be responsible for paying one-half of all deductibles incurred for any medical expenses for the children until the children turn eighteen years of age.

12. The Husband will pay off, at the current monthly payment rate, the amount which is presently owed by the parties on the equity loan owed to First American National Bank, secured by the parties' Currywood home. After said equity loan owed to First American National Bank is paid in full, the Wife will have sole access to said equity line of credit, and the Wife shall be responsible for the payment of said equity line of credit, and she shall indemnify and hold the Husband harmless from repayment thereon.

13. The Husband will continue to pay the annual membership dues for himself, the Wife and the children to the Westmeade Swim Club for a period of five (5) years following the entry of the Final Decree of Divorce in this cause, unless prior thereto the Wife and children quit the facility, at which time the membership will be sold and the proceeds divided equally between the parties. The Wife will be responsible for any charges made for herself and the children, and the Husband shall pay his own charges thereon.

14. The Husband will be responsible for the payment of all back taxes which may be accessed by the Internal Revenue Service for the tax years 1988-1989 and he shall hold the Wife harmless from repayment thereon. For the 1990 tax year, the parties shall file a joint federal income tax return, and they shall divide equally any refund or each pay one-half of any amounts owed. After 1990, the Husband shall be allowed to claim both of the parties' children as dependents for federal income tax purposes for the tax years of 1991 through 1995, and thereafter, the Wife shall be allowed to claim the children as dependents for federal income tax purposes, and the parties shall execute any documents or waivers necessary to allow the other party said dependency deduction.

15. As a further division of property, the parties agree that the Husband shall receive all right, title and interest in and to all songs written by him and all royalties derived therefrom. Provided, however, that for all songs written by the Husband and copyrighted prior to January 1, 1991, he shall pay 10% of the royalties earned on said songs into the education trust fund established for the children in Paragraph 3(b) hereunder, and he shall pay an additional 5% of said song writing royalties directly to the Wife. These payments shall be made into the trust fund and to the Wife directly until the last child turns eighteen years of age, at which time, all right, title and interest in and to song writing royalties for said song shall become the sole property of the Husband.

16. Each party shall pay his or her own attorney's fees and the Husband shall pay the Court costs of this cause.

17. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

18. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

19. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

20. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective

parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

21. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

22. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

23. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

24. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

25. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

26. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

27. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

28. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding joint indebtedness other than that specifically set out herein. However, in the exception of the indebtedness specifically set out herein, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

Gerald Augustus Stone
GERALD AUGUSTUS STONE

Carolyn Frances Stone
CAROLYN FRANCES STONE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela G Rice, a Notary Public in and for the aforesaid County and State, GERALD AUGUSTUS STONE, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 3 day of July, 1991.

Pamela G Rice
NOTARY PUBLIC

My Comm. Expires: 9-25-93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela G Rice, a Notary Public in and for the aforesaid County and State, CAROLYN FRANCES STONE, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 3 day of July, 1991.

Pamela G Rice
NOTARY PUBLIC

My Comm. Expires: 9-25-93

IT IS FURTHER ORDERED that there shall be no proration or reduction of support unless otherwise ordered by this Court.

Entered this 8th day of July, 1991.

JUDGE

APPROVED FOR ENTRY:

Rose Palermo

Rose Palermo (#3330)
Attorney for Wife
43 Music Square West
Nashville, TN 37203
244-4270

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed to Carolyn Frances Stone, 6613 Currywood Drive, Nashville, Tennessee 37205, on this 8 day of July, 1991.

Rose Palermo

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IDENTIFICATION REFERENCE
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FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

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BOOK 10881 PG 596

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 08 day of JULY , 19 91 , in the Case Number 90D3629 between STONE, GERALD AUGUSTUS Plaintiff, and STONE, CAROLYN FRANCES Defendant, as same remains of record in Book 198A , Page 00595 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 01 day of APRIL in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Karen Rooker
Deputy Clerk