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IN THE SECOND CIRCUIT COURT FOR THE STATE OF TENNESSEE

20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

DIANE J. CARTER	)	
	)	
Plaintiff	)	
	)	
vs.	)	DOCKET NO. 97D-1027
	)	
	)	
JOHN WILLIAM CARTER	)	
	)	
Defendant	)	

MAIL ENV.

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FINAL DECREE

This cause came to be submitted for court approval on the 3 day of July, 1997, before the Judge of the Second Circuit Court for Davidson County, Tennessee, the Honorable Marietta Shipley, on the Complaint for Divorce filed by the Plaintiff. Both parties attended the required seminar and their attorneys signed an Agreed Order that the required papers are being submitted for court approval. The Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Plaintiff DIANE J. CARTER is hereby awarded an absolute divorce from the Defendant JOHN WILLIAM CARTER on the grounds of irreconcilable differences, pursuant to Tennessee Code § 36-4-103(b), and is hereby restored to all of the rights and privileges of an unmarried person.

Pursuant to Tennessee Code § 36-4-103(b), the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of any children of the marriage and for the equitable settlement of any property rights between the parties. The parties have entered into a Marital Dissolution Agreement which is as follows:

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MARITAL DISSOLUTION AGREEMENT

This agreement entered into the 9 day of May, 1997, and the 23rd day of May, 1997, by and between the Plaintiff DIANE J. CARTER, hereinafter referred to as "Wife" and the Defendant JOHN WILLIAM CARTER, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Second Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being DIANE J. CARTER vs. JOHN WILLIAM CARTER, bearing Docket No. 97D-1027;

WHEREAS, the Defendant waives further service and waives filing an answer to the complaint;

WHEREAS, the parties desire to agree upon and affix their rights and duties, respecting the respective estates, child custody and support, and any and all matters concerning their respective rights and duties by reason of their marital relationship.

NOW THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promise and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

I. CUSTODY

The Wife shall have full custody of the minor children, Kellie Brittany Carter and Kevin Lewis Carter. Said minor children shall live and reside with the Wife.

II. VISITATION

A. The Husband shall pick up and deliver the minor children to the residence of the Wife for visitation and he shall pay all costs of transportation for visitation.

B. The Husband shall have reasonable visitation with the minor children as long as forty-eight (48) hours notice is given to the Wife of intent to exercise such visitation. The parties shall use the following proposed visitation schedule:

1. Regular Visitation:

The Husband shall have the following regular visitation schedule: every other weekend from Friday at 6:00 p.m. to Sunday at 6:00 p.m., and one evening each week.

2. Holiday and Summer visitation:

a. The Husband shall have visitation with the minor children every other holiday (New Year's Day, Easter, Memorial Day, Fourth of July, and Labor Day) from 6:00 p.m. on the night prior to the holiday to 8:00 p.m. on the holiday, beginning with the Fourth of July.

b. Beginning with Thanksgiving Day 1997, the Husband shall have: from 8:00 p.m. the night before Thanksgiving Day through 3:00 p.m. on Thanksgiving.

c. The Husband shall have every other spring break, from 6:00 p.m. on the last day of school through 6:00 p.m. on the following Friday, beginning with 1998.

d. The Wife shall have from 4:00 p.m. on Christmas Eve through 1:00 p.m. on Christmas Day. The Husband shall have from 1:00 p.m. on Christmas Day through 6:00 p.m. on December 26.

e. The Husband shall have four weeks of summer visitation:

1) the first two weeks of July, if he also has the July 4 holiday, or the third and fourth weeks of June, if he does not have the July 4 holiday.

2) the first two weeks of August.

III. CHILD SUPPORT

A. Beginning on June 2, 1997, the Husband shall pay to the Wife, the amount of $ 750 per month as child support, which shall

be payable at the rate of $ 173 per week. The aforementioned amount is in compliance with the presently existing Department of Human Services Guidelines as referred to in Tennessee Code § 36-5-101(e)(1). Said amount shall be paid by wage assignment or Husband shall pay the Circuit Court Clerk directly when a wage assignment is not effective. This is based on the Husband's average monthly gross income in 1996 of $ 3,100.

B. The Husband shall maintain medical insurance coverage on the minor children and the Husband and Wife shall equally divide any medical expenses uncovered by insurance. If the Husband allows the medical insurance to lapse, whether intentionally or unintentionally, the Husband shall pay all uncovered medical expenses.

C. "Medical expenses" shall include doctor bills, hospital bills, eye-care costs, glasses, contacts, dental bills and orthodontic bills.

D. Within thirty (30) days after notice from the Wife of amounts she has paid for medical expenses, the Husband shall reimburse the Wife for his share of the medical expenses.

E. The Husband shall maintain life insurance policies on his life which name the Wife as the beneficiary, in the amount of Twenty-Five Thousand Dollars ($25,000.00) per child until each child reaches the age of eighteen (18) and graduates from high school, whichever occurs later. Upon the emancipation of the child(ren), the life insurance policies shall revert to the sole and separate property of the Husband.

F. The parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and that court approval must be obtained before child support can be reduced.

IV. MOTOR VEHICLES

A. All right, title, and interest of the Wife to a 1994 Chevrolet S-10 truck and a CR250 Honda motorcycle shall be divested from the Wife and fully vested in the Husband and the

Husband shall hold the Wife harmless for any liabilities thereupon.

B. All right, title, and interest of the Husband to a 1993 Chevrolet Lumina, VIN # 2G1WN54T2P9185996 shall be divested from the Husband and fully vested in the Wife and the Wife shall hold the Husband harmless for any liabilities thereupon.

V. REAL PROPERTY

All right, title, and interest of JOHN W. CARTER, in the marital home located at 317 Amberwine Court, Antioch, Tennessee, 37013, shall be divested from JOHN W. CARTER and is fully vested in DIANE E. CARTER, an unmarried woman, subject to any and all mortgages, restrictions, easements, and liens of record; said property is described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 478 on the Plan of Peppertree Forest P.U.D. Section 9 of record in Plat Book 7900, Page 760, Register's Office for said County, to which reference is made for a more complete description.
>
> The subject property is a part of a planned unit development and is subject to Declaration of Covenants, Restrictions, and Conditions as of record in Book 8757, Page 607, amended in Book 9004, Page 514, Book 9157, Page 711, Book 9287, Page 698 and Book 9455, Page 801, and By-Laws of the Peppertree Forest Homeowner's Association as of record in Book 8757, Page 623, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to John W. Carter and wife, Diane E. Carter by deed of record in Book 9659, Page 669, Register's Office for Davidson County, Tennessee.

This is improved property known as 317 Amberwine Court, Antioch, Tennessee, 37013. The map and parcel numbers are: 165-13-A, 110, 2D78580.

The Wife shall execute a quitclaim deed prepared by the Husband's attorney relating to the transfer of the Wife's interests in 201 Misty Court, Nashville, TN 37214, to the Husband, and the Husband shall hold the Wife harmless for any liabilities for the mortgage thereon.

VI. HOUSEHOLD FURNITURE, APPLIANCES AND PERSONAL PROPERTY

The parties have equitably divided the household furniture, appliances and personal property and each party is presently in possession of the property as equitably divided, except that the Husband shall remove all his rightful property on June 2, 1997, and the Wife shall retain ownership of any property

which remaining on the premises within thirty days of the date of the Final Decree.

VII. DEBTS

A. As of the date of this agreement, neither party shall contract any further joint debts or liabilities.

B. Each party has individually incurred debts throughout the term of this marriage and each party shall hold the other party harmless for any liabilities upon any individually incurred debts.

VIII. IRA'S, RETIREMENT FUNDS, AND BANK ACCOUNTS

Each party presently has possession of the IRA's, retirement accounts, and bank accounts to which that party is rightfully entitled and the other party has no rights, title or interest to such IRA's or retirement accounts held in the other party's name as of the date of this agreement.

IX. TAXES

The Husband shall be fully responsible for all taxes and penalties due from withdrawals on his retirement account and, further, for taxes and penalties due for any year in which the parties filed a joint tax return and the Husband shall hold the Wife harmless for any liabilities thereupon. The Wife shall retain the Federal Dependent Exemptions for both minor children.

X. ATTORNEY'S FEES AND COURT COSTS

Each party shall pay their own attorney's fees and the costs shall be assessed against the Husband, for which execution may issue, if necessary.

XI. GENERAL PROVISIONS

Both parties agree to comply with the following general provisions:

1. The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property in the estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her rights, title and interest, marital or otherwise, in

and to all of the estate whether real, personal, intangible or mixed now owned or herein after acquired of or by the other party, except as he or she may be bound by the promises covenants contained in this agreement.

2. The parties agree that this agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

3. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for the paying of all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this agreement.

4. In the event a creditor of either party seeks to compel the other party to pay any debts 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 other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor claim.

5. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provisions 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.

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

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

8. 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.

9. This agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, or by Court Order, this requirement cannot be waived by oral agreement.

10. The parties acknowledge that this document is signed without duress and after being advised that an attorney's advice should be sought prior to the signing of this document.

11. Signatures of the parties indicate that the parties have received copies of the complaint and waive any objections to service of process in this divorce action.

12. Signatures of the parties indicate that Attorney Ellen Taylor Turley has not given any tax advice to either party, but has advised that prior to signing this agreement the parties should seek legal advice of the tax consequences of this agreement with outside legal counsel.

13. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. § 523 which is not dischargeable in bankruptcy as to the other party.

IN WITNESS WHEREOF, the parties hereto set their signatures:

5-23-97 _____
DATE **JOHN WILLIAM CARTER**
HUSBAND

5-9-97 _____
DATE **DIANE J. CARTER**
WIFE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JOHN WILLIAM CARTER, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 23rd day of May, 1997.

NOTARY PUBLIC

My Commission Expires: 11/07/97

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DIANE J. CARTER, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 9 day of May, 1997.

NOTARY PUBLIC

My Commission Expires: 1/24/98

BOOK 10919 PG 220

IN THE SECOND CIRCUIT COURT FOR THE STATE OF TENNESSEE

20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

DIANE J. CARTER	)	
	)	
PLAINTIFF	)	
	)	
vs.	)	DOCKET NO. 97D-1027
	)	
JOHN WILLIAM CARTER	)	
	)	
DEFENDANT	)	

AFFIDAVIT

I, **JOHN WILLIAM CARTER**, after having been duly sworn, herewith state and show unto this Court that I have an average gross monthly income of $ 3,100.

WHEREFORE, under the minimum standards required by the presently existing Department of Human Services Guidelines as referred to in Tennessee Code § 36-5-101(e)(1), I am paying child support in the amount of $ 750 per month, which is in compliance with said Child Support Guidelines in effect at this time.

JOHN WILLIAM CARTER

Sworn to and Subscribed before me,
this the 23rd day of May, 1997.

NOTARY PUBLIC

My Commission Expires: 11/27/99

It is ORDERED, ADJUDGED AND DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

It is ORDERED, ADJUDGED AND DECREED that the final costs of this cause shall be paid by JOHN WILLIAM CARTER, for which execution may issue, if necessary.

This, the 10 day of July, 1997.

JUDGE MARIETTA SHIPLEY

APPROVED FOR ENTRY:

Ellen Taylor Turley, #11715
Attorney for DIANE J. CARTER
2623 Lebanon Pike
Nashville, TN 37214
(615) 889-5350

W. ALLEN BARRETT, #10894
Attorney for JOHN WILLIAM CARTER
176 Second Avenue, North
Suite 509
Nashville, TN 37201

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been sent to W. Allen Barrett (Attorney for John William Carter, of 201 Misty Court, Nashville, TN 37214)176 Second Avenue, North, Suite 509, Nashville, TN 37201, and Diane J. Carter, 317 Amberwine Court, Antioch, TN 37013, on this 8 day of July, 1997.

ELLEN TAYLOR TURLEY

BOOK 10919 PG 222

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 10 day of JULY , 19 97 , in the Case Number 97D1027 between CARTER, DIANE J. Plaintiff, and CARTER, JOHN WILLIAM Defendant, as same remains of record in Book 169C , Page 1979 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 05 day of MAY in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL

By Terry Campbell
Deputy Clerk