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BOOK 11104 PAGE 427

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

98 JUL 24 PM 12:1(

CLERK

D.C.

CINDY CUNNINGHAM WALKER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**No: 98D-658**
	)	
THEODORE EARL WALKER, JR.,	)	
	)	
Defendant.	)	

FINAL DECREE

This cause came to be heard on the 24th day of July, 1998, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves and that this Marital Dissolution Agreement should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Cindy Cunningham Walker, be, and hereby is, awarded an absolute divorce from the Husband, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CINDY CUNNINGHAM WALKER,

Plaintiff,

vs.

THEODORE EARL WALKER, JR.,

Defendant.

FILED

98 JUN 16 PM 2:49

RICHARD R. ROOKER, CLERK

No: 98D-658

D.C.

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MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court, Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. 98D-658.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

NO INTERFERENCE

Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

III.

TAX EXEMPT STATUS

This Agreement is a transfer of appreciated property between spouses in connection with a

divorce and is not sale or exchange or other disposition, but represents a division of property by co-owners.

IV.

ALIMONY

Both parties waive Alimony.

V.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VI.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Prior to the filing of this matter, the parties have divided their personal property. Each party will keep the property which is currently in their possession free and clear of any claims of the other.

Wife will be awarded the Wedding Album. Husband shall be allowed to make copies of any and all wedding photographs that he desires, at his expense. Further, he shall be awarded certain Christmas ornaments personal to him. Husband will be awarded the 1992 Jeep Wrangler free and clear of any claims of Wife. Husband will be awarded the Harley Davidson Motorcycle. Both parties acknowledge that there is an indebtedness owing on the motorcycle payable to NationsBank. Both parties are further in agreement that the closing attorney, upon the sale of the parties' real property, shall disburse from Husband's share of the proceeds of 50% of the net sale of the real property, the monies due to completely liquidate the balance of the debt owing on the motorcycle. During the pendency of the sale of the parties' real property, Husband agrees and shall hold Wife harmless for the payment of the indebtedness on the motorcycle until such time as it is paid off as a result of the sale of the parties' marital residence.

VII.

REAL PROPERTY

The parties own real property located at 5001 Trousdale Drive, Nashville, Davidson County, Tennessee. Map/Parcel No: 146-08-0 115.00, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 257 on the Map of Section 3, Crieve Hall Estates, of record in Book 2133, Page 59, Register's Office for said

county, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Cindy C. Walker and husband, Theodore Earl Walker, Jr., by deed from Albert M. Lucas, Jr. and wife, Nelda B. Lucas, dated February 28, 1990, and of record in Book 8055, Page 378, Register's Office of Davidson County, Tennessee.

Subject to restrictions of record in Book 2154, Page 326; bill of sale for water mains of record in Book 2036, Page 523; and all matters shown on the plan of records.

The parties are in agreement that this real property of the marriage shall be placed on the market for sale with a qualified realtor of the parties' choosing. The parties are in agreement that upon the sale of the real property, after payment of the indebtednesses owing thereon that from Husband's share of the 50% of the proceeds of the indebtedness to First Union will be paid off on Husband's motorcycle. In addition there, Wife will receive from the net sale an additional $3,000.00 to represent certain indebtednesses that she has assumed soley that were of a marital nature. The parties have already selected a real estate agent. Both parties will cooperate in placing the home on the market for sale. Both parties agree to be bound by the recommendation and the recommended sale price of the realtor as to the listing price and the sale price.

The parties further agree that Wife will be incurring certain expenses in order to make certain repairs to the real property in order for it to bring the best possible price at sale. Husband agrees that the expenses that Wife spends to repair the home for sale, will come off the top after payment of the realtor's fees and the indebtedness thereon and Wife will be reimbursed these expenses 100% prior to a division of any equity between the parties.

The parties agree that during the pendency of the sale of the real property that each will be responsible for one-half of the payment of the mortgage indebtedness thereon, beginning May 15, 1998. The parties agree that Wife will be the person that directly makes the mortgage payment. The parties acknowledge that the payment of the mortgage is due by the 15th of each and every month. Husband will send his one-half of the payment to Wife in sufficient time in order to allow her to deposit the same in her checking account so that she may make the payments in a timely manner by the 15th of each month. Therefore, Husband will have his payments to Wife no later than the 10th of each and every month pending sale of the real property. Wife will be responsible for maintaining the utilities on the marital residence pending its sale.

VIII.

PENSION AND RETIREMENT BENEFITS

Both parties understand and acknowledge that Wife has, as a result of her employment with Columbia/HCA Health Corporation, certain 401-K savings and investment plans. Both parties are in agreement that Husband will receive one-half of the vested benefits, which benefits accrued from March 31, 1989 up to the date this Final Decree is approved and signed by the Court. Both parties understand that Wife began accruing the pension benefits June 4, 1979 and certain of these benefits accrued and vested prior to the parties' marriage on March 31, 1989. Both partie are further in agreement and understand that the administrator of the pension/retirement 401-K benefits will calculate the payable benefits to Husband on a 50% basis from March 31, 1989 through May 1, 1998. In addition thereto, the pension administrator is ordered to deduct $4,700.00 from the amount awarded to Husband as a result of certain loan indebtedness which Wife is obligated to repay her employer and upon which her retirement 401-K benefits act as security. This $4,700.00 will be deducted from the balance before division.

Both parties are further in agreement that these benefits will be divided pursuant to a Qualified Domestic Relations Order. Further, any penalties for early withdrawal, etc. which is done at the discretion of the party shall be borne by that party separately, i.e. in the event there are any tax ramifications or early withdrawal penalties as a result of either party liquidating any of these benefits once the same is awarded, then that party shall incur the penalties and/or expenses as a result of their actions and shall hold the other harmless.

Both parties further understand and agree that Huband has certain civil law suits currently pending against the Metropolitan Government of Nashville, Davidson County, Tennessee, styled as *Theodore E. Walker, Jr. v. Metropolitan Goverment and Police Department*, under Docket No: 3-97-1292. Both parties agree that in the event this law suit filed by Husband is settled, compromised or tried, that at the conclusion therewith, Wife will be awarded one-half of the proceeds therefrom after deduction for payment of reasonable attorney's fees and expenses. Husband further affirmatively acknowledges it is his duty and obligation, which he voluntarily accepts, to notify Wife immediately of any settlement of this law suit so that she may be present at the disbursement of any funds from Husband's counsel.

IX.

DEBTS BOOK 11104 PAGE 432

Wife shall be responsible for and hold Husband harmless for the following debts:

First USA Visa Account # 4417128158127090

Husband shall be responsible for and hold Wife harmless for the indebtedness to MBNA Visa, Account No: 4313 0252 0600 0995.

Wife shall be responsible for the indebtedness on the 1992 Saub owed to Tennessee Teachers Credit Union, Account No: 408214596 and hold Husband harmless thereon.

X.

INTERNAL REVENUE SERVICE

The parties are further in agreement that during the term of the marriage up to the tax year 1997, they have filed certain joint income tax returns. The parties are in agreement that in the event there are any audits of their jointly filed income tax returns, that the party who is found at fault in the event there is an under reporting of income thereon, that person shall be solely responsible for the payment of the tax indebtedness thereon and shall hold the other harmless.

XI.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs and enforcement of the same.

XII.

ACCEPTANCE BY THE PARTIES

With respect to each parties' responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 U.S.C. §523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not part of the property settlement. The division of property is set forth elsewhere in this Marital Dissolution Agreement.

XIII.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XIV.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

XV.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

XVI.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XVII.

COURT COSTS

Wife will pay all court costs for which let execution issue, if necessary.

XVIII.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees. D. Scott Parsley has represented only Wife in this matter and has not offered or rendered any advice to Husband.

XIX.

WAIVER OF SERVICE

Husband by signing this Marital Dissolution Agreement waives further service and waives filing an answer to the Complaint, in accordance with Tennessee Code Annotated § 36-4-103(a)(2).

XX.

MAIDEN NAME

Wife will be restored to her maiden name of "Cindy Jean Cunningham".

The addresses of the parties are as follows:

WIFE

Cindy Cunningham Walker
5001 Trousdale Drive
Nashville, TN 37211

HUSBAND

Theodore Earl Walker, Jr.
5001 Trousdale Drive
Nashville, TN 37211

Witness our hands, this 5 day of JUNE, 1998, as to the Wife, and the 5 day of JUNE, 1998, as to the Husband.

Cindy Cunningham Walker
CINDY CUNNINGHAM WALKER

Theodore Earl Walker Jr.
THEODORE EARL WALKER, JR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **CINDY CUNNINGHAM WALKER**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 5 day of JUNE, 1998.

R M
NOTARY PUBLIC

My Commission Expires: 5/23/2002

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **THEODORE EARL WALKER, JR.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 5 day of June, 1998.

NOTARY PUBLIC

My Commission Expires: 5/23/2002

It is further ~~ORDERED, ADJUDGED AND DECREED~~ that the parties inform this Court of any change of address within ~~thirty (30)~~ days of any such change, which address is different from the parties' ~~present~~ addresses hereafter stated:

Cindy Cunningham Walker
5001 Trousdale Drive
Nashville, TN 37211

Theodore Earl Walker, Jr.
5001 Trousdale Drive
Nashville, TN 37211

It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against the Wife for which let execution issue, if necessary.

ENTER this 24th day of July, 1998.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
615-244-2202

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on Theodore Earl Walker, Jr., pro se, 5001 Trousdale Avenue, Nashville, TN 37211, by placing same in the U. S. Mail, postage prepaid, on this the 27 day of July, 1998.

D. SCOTT PARSLEY

98 SEP -8 PM 3:43
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

0485596
IDENTIF. & REFERENCE

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 24 day of JULY , 19 98 , in the Case Number 98D658 between WALKER, CINDY CUNNINGHAM Plaintiff, and WALKER, THEODORE EARL JR. Defendant, as same remains of record in Book 284B , Page 1251 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 31 day of AUGUST in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By Carol Ashmore
Deputy Clerk

SEAL



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