FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1998 SEP -8 AM 9:32

RICHARD R. ROOKER, CLERK

GARY ROGER BAIRD,	)	
	)	
Plaintiff,	)	D Murray
	)	
vs.	)	**No. 98D-1256** D.C.
	)	
JANET MAXINE JONES,	)	
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 8th day of September, 1998, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon original Complaint for Divorce, Marital Dissolution Agreement submitted to the Court for approval, testimony of the Plaintiff in open Court, statement of counsel and the entire record, from all of which the Court finds as follows:

That there exist between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible.

That the Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Plaintiff, **GARY ROGER BAIRD,** is hereby awarded an absolute divorce from the Defendant on the grounds of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of this Court, and is in words and figures as follows:

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RECEIVED FOR REFERENCE
98 SEP 17 PM 3:08
FELIX ZANDLER, REGISTER
DAVIDSON COUNTY, TN.
MAIL ENV.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GARY ROGER BAIRD,	)	
	)	
Complainant,	)	
	)	
vs.	)	**No. 98D-1256**
	)	
JANET MAXINE JONES,	)	
	)	
Defendant,	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into on this the 4th day of Sept., 1998, by and between **GARY ROGER BAIRD,** (hereinafter referred to as "Husband") and **JANET MAXINE JONES,** (hereinafter referred to as "Wife") subject to the following premises, terms and conditions:

WITNESSETH:

THAT WHEREAS the parties are man and wife and, as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property and support rights subject to the approval of the Court;

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE:** The Husband shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval, and if approved, be made part of the Court's Final Decree of Divorce.

2. **VENUE AND SERVICE OF PROCESS:** Each of the parties hereby acknowledges that a divorce action is pending under the above style and docket number in the Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Husband is represented by Phillip Robinson and the Wife is represented by Edward P. Silva.

3. **PRE-NUPTIAL AGREEMENT:** The parties entered into a pre-nuptial agreement on the 20th day of March, 1995 prior to their marriage on 9th day of April, 1995.

Without determining the validity of said agreement, the parties hereby agree that they shall deviate from the terms of said agreement as set forth herein. This Marital Dissolution Agreement shall constitute a full, final and complete settlement of all issues of support, division of debt, division of property, or any other issues between the parties as a result of their marital relationship or by virtue of the pre-nuptial agreement mentioned above. This Marital Dissolution Agreement shall be submitted to the court for approval and upon approval of same and the entry of a final decree in this cause, the pre-nuptial agreement described above shall be void and of no further force or effect.

4. **MARITAL RESIDENCE:** In recognition of the Wife's interest in the parties' marital residence located at 856 Tyne Boulevard, Nashville, Tennessee, the Wife shall be awarded a judgement against the Husband in the amount of $137,500.00. Said judgement shall be secured by a note and Deed of Trust for the for said property.

The aforementioned judgement shall be amortized over ten (10) years at an interest rate of 8.5% to be paid in quarterly payments, with said payment to consist of principle and interest. Said note shall contain a balloon payment at the conclusion of five (5) years with the balance to be paid at the time. However the Husband may, at his option and within six months of the execution of this Marital Dissolution Agreement, pay the Wife the sum of $75,000.00 which the Wife shall accept as full and complete satisfaction of the note and judgement listed above, and upon payment of said amount the Wife shall sign a release releasing the Deed of Trust described above.

It is the Husband's intention, however, to pay the wife the sum of $75,000.00 as soon as possible, and in furtherance thereof he has arranged to refinance the marital residence. The Wife agrees to cooperate with the Husband's efforts to refinance the property and shall execute the necessary Quitclaim Deed to allow the Husband to do so on condition that she is immediately paid the above mention sum of $75,000.00. Upon amount of payment to the Wife, it shall not be necessary to execute the note and Deed of Trust described above, and the Husband shall be awarded the marital residence described below free and clear of any claim of the Wife.

Upon payment of the above amount, all right, title and interest the Wife may have in and to the foregoing described property shall be divested from the Wife and shall vest solely in the Husband. The Husband shall be responsible for all indebtedness against said property including mortgages, taxes, insurance, utilities and maintenance and shall indemnify and hold the Wife harmless thereon. Said property is more particularly described as follows:

Land in the 7th, formerly 11th, Civil District of Davidson County, Tennessee, being part of the John Overton Property, as of record in Book 421, page 150, Register's Office for Davidson County, Tennessee, described according to a survey made by James A. Hamilton, Jr., Surveyor, July 16, 1948, as follows:

Beginning on the northerly margin of Lealand Section of Tyne Boulevard at the southwest corner of the property conveyed to Susan Anderson Cheek by deed from John H. Cheek and wife, of record in Book 1157, page 657, said Register's Office; thence with said Cheek's westerly line northwardly 544.5 feet; thence north 89 degrees, 44 minutes west, 332.73 feet to the easterly margin of a 30 foot lane; thence with same South 02 degrees, 20 minutes, 40 seconds west, 544.86 feet to the northerly margin of said Tyne Boulevard; thence with the same South 89 degrees, 44 minutes, 35 seconds east, 355.02 feet to the beginning.

Being the same property conveyed to Gary Roger Baird and wife, Janet T. Jones-Baird, by deed from Christy W. Ivey, Trustee, as of record in Book 9642, page 561, Register's Office for Davidson County, Tennessee.

This is improved property known as: 856 Tyne Boulevard, Nashville, Tennessee 37220.

5. **IMPROVEMENTS TO THE MARITAL RESIDENCE:** The parties recognize that over the course of the marriage, the Wife paid for certain improvements to the marital residence, which the parties agree have a value of $11,029.83. The parties agree that the Husband shall reimburse the Wife the cost of these improvements and, therefore, the Wife shall be awarded a judgement against the Husband in the amount of $11,029.83. Said judgement shall be satisfied within six months of the entry of the Final Decree of Divorce in this cause and execution on said judgement shall be stayed for the six month period.

6. **AUTOMOBILES:** The Wife shall be awarded the 1996 BMW now in her possession free and clear of any claim to the Husband. The Husband shall be divested of all right, title and interest in and to said automobile and all interest shall vest solely in the Wife. The Wife shall be responsible for any indebtedness associated with said vehicle and, further, shall be responsible for seeing that the vehicle is properly insured, and shall indemnify and hold the Husband harmless on said debt and insurance.

The Husband shall be awarded the 1992 Lexus now in his possession free and clear of any claim of the Wife. The Wife shall be divested of all right, title and interest in and to said automobile and all interest shall vest solely in the Husband. The Husband shall be responsible for any indebtedness associated with said vehicle and, further, shall be responsible for seeing that the vehicle is properly insured, and shall indemnify and hold the Wife harmless on said debt and insurance.

The Husband shall be awarded the 1993 Acura now in his possession free and clear of any

claim of the Wife. The Wife shall be divested of all right, title and interest in and to said automobile and all interest shall vest solely in the Husband. The Husband shall be responsible for any indebtedness associated with said vehicle and, further, shall be responsible for seeing that the vehicle is properly insured, and shall indemnify and hold the Wife harmless on said debt and insurance.

7. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:** The Wife has previously relocated from the marital residence and has removed all household furniture, furnishings and appliances which belonged to her or in which she claims an interest. The Wife shall be awarded all such property now in her possession and the Husband shall be divested of any right, title or interest therein and all interest shall vest solely in the Wife. In the event there is an outstanding debt on any of the foregoing-described personal property in the possession of the Wife, she shall be responsible for said debt and she shall indemnify and hold the Husband harmless thereon.

The Husband shall be awarded the remaining household furniture, furnishings and appliances located at the marital residence and the Wife shall be divested of any right, title or interest therein and all interest shall vest solely in the Husband. In the event there is an outstanding debt on any of the foregoing-described personal property awarded to the Husband, he shall be responsible for said debt and shall indemnify and hold the Wife harmless thereon.

8. **RETIREMENT:** Each of the parties shall be awarded any and all retirement, IRA accounts, pension accounts, pension plans, thrift plans, ESOP plans, stock options or any other deferred compensation plans listed in their names or in which they participate, free and clear any claim of the other party. All interest in and to such assets shall vest solely in the party to whom such asset is awarded.

9. **BANK ACCOUNT:** Each of the parties shall be awarded all bank accounts listed in his or her name individually and the other party shall be divested of all right, title and interest therein.

10. **BUSINESS INTEREST:** The Husband shall be awarded all right, title and interest in his business known as Gary Roger Baird Design International, Inc., including stock, and said corporation, its equivalent, inventory, contracts, or accounts receivable. The Wife shall be divested of any right, title or interest therein and all interest shall vest solely in the Husband. The Husband shall be responsible for any indebtedness associated with the aforesaid corporation and

shall indemnify and hold the Wife harmless thereon.

11. **INVESTMENTS:** Each of the parties shall be awarded any and all investments listed in his or her name individually including stocks, bonds, securities, certificates of deposit, or brokerage accounts, and the other party shall be divested of any right, title or interest therein.

12. **DEBT:** Except as set forth herein, each of the parties shall be responsible for any debts listed in his or her name individually, including mortgages, bank notes, credit cards, or medical bills and shall indemnify and hold the other party harmless thereon.

13. **ALIMONY:** Each of the parties is gainfully employed and each is capable of supporting and providing for themselves. Therefore, the parties agree that neither is in need of spousal support, nor shall either party pay spousal support to the other party.

14. **LIFE INSURANCE:** Under the terms of the parties' Pre-Nuptial Agreement, they made certain provisions for life insurance. The parties have previously, by mutual agreement, modified the terms of the Pre-Nuptial Agreement regarding life insurance. The parties specifically agree that each is released from the terms and provisions of the Pre-Nuptial Agreement regarding life insurance and, further, each of the parties is awarded any life insurance on his or her life free and clear of any claim from the other party. The parties are, therefore, free to keep or cancel said insurance as they choose, or redesignate the beneficiary on said policies.

15. **ATTORNEYS' FEES AND COURT COSTS:** Each of the parties shall be responsible for their own attorney's fees in this cause.

The Husband shall pay the court costs in this cause.

16. **MISCELLANEOUS PROVISIONS:**

(A) 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 therefore, such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) which is not dischargeable in bankruptcy as to the other party.

(B) 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 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 responsible party the amount of any payment he or she makes, including interest and expenses incurred in defending the creditor's claim, including

reasonable attorney's fees.

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

(D) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in **The Circuit Court for Davidson County, Tennessee** and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

(E) 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 and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead, 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 the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

(G) 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 any interest.

(H) 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.

(I) This Agreement contains the entire understanding of the parties. There are no

representations, warranties, or promises other than those expressly set forth herein.

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

(K) It is understood and agreed between the parties that, as a 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.

(L) 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.

(M) The Husband and Wife acknowledge that, to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. 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 future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

(N) Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support

rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

GARY ROGER BAIRD

JANET MAXINE JONES

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ Williamson)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Gary Roger Baird,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 4th day of September, 19 98.

Notary Public

My Commission Expires: 2/28/2001

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ Williamson)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Janet Maxine Jones,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 4th day of September, 19 98.

Notary Public

My Commission Expires: 2/28/2001

It is further **ORDERED, ADJUDGED AND DECREED** that **JANET MAXINE JONES** shall be and is hereby awarded a judgment against **GARY ROGER BAIRD**, in the amount of $11,029.83, for which execution shall be stayed for six months from the date of the entry of this Final Decree of Divorce.

It is further **ORDERED, ADJUDGED AND DECREED** that each of the parties shall be responsible for their own attorney's fees.

It is further **ORDERED, ADJUDGED AND DECREED** that the Plaintiff shall pay the court costs in this cause, for which execution may issue if necessary.

This the 8th day of Sept, 1998.

JUDGE

APPROVED FOR ENTRY:

Phillip Robinson, #3023
Attorney for Plaintiff
213 Third Avenue North
Nashville, TN 37201
(615) 242-5453

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been mailed to Edward Paul Silva, Attorney for the Defendant, 123 Fifth Avenue, North, Post Office Box 664, Franklin, Tennessee 37065-0664 on this the 3rd day of September, 1998.

Phillip Robinson

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 SEPTEMBER , 19 98 , in the Case Number 98D1256 between BAIRD, GARY ROGER Plaintiff, and BAIRD, JANET MAXINE Defendant, as same remains of record in Vol. 271 , Page 49690 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 17 day of SEPTEMBER in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Jenny Campion
Deputy Clerk

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