282C/163

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TERESA ODOM MUHS,

Wife,

vs.

SCOTT EUGENE MUHS,

Husband.

No. 97D-2803

D.C.

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FINAL DECREE

This cause came on to be heard on June 8, 1998, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint and Amended Complaint for Absolute Divorce, Husband's Answers and Counter-Complaint and Wife's response thereto having been withdrawn; upon the Marital Dissolution Agreement, which provides for division of the parties' respective rights and interests in all joint and individual property, and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 equitable settlement of property rights between themselves; 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 Wife, Teresa Odom Muhs, be, and is hereby, awarded an absolute divorce from Husband, the parties be restored to all the rights and privileges of unmarried persons, and 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 by 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:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TERESA ODOM MUHS, Wife,	)	
vs.	)	No. 97D-2803
SCOTT EUGENE MUHS, Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Teresa Odom Muhs (hereinafter referred to as "Wife") and Scott Eugene Muhs (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 are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Pending Action. The parties acknowledge that Wife has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, Docket Number 97D-2803, which action is pending.

2. No Minor Children. The parties have no minor children born of this marriage.

3. Real Property.

a. Husband hereby agrees that all of his right, title, and interest in and to the real property known

as 535 Menees Lane, Madison, Davidson County, Tennessee, shall be divested out of him and vested solely in the Wife. Said property is described below as follows:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Douglas Odom Property, as of record in Book 8250, Page 249, Register's Office for Davidson County, Tennessee to which plan reference is here made for a complete description thereof.
>
> Being the same property conveyed to Teresa O. Muhs by Quitclaim Deed from Douglas G. Odom and wife, Robbie H. Odom of record in Book 9313, Page 822, Register's Office for Davidson County, Tennessee.

Husband shall, by such documents as may be necessary and at Wife's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto Wife all of his right, title and interest in and to said home property now owned by them as tenants by the entireties.

Concurrently with transfer of the real property by Husband to Wife, Wife shall pay to Husband the sum of Eighteen Thousand Five Hundred Dollars ($18,500). Said transfer shall take place within thirty (30) days after entry of the Decree. After thirty (30) days, if the transfer does not take place due to Wife's fault, then judgment interest shall begin to accrue pursuant to T.C.A. 47-14-122.

Wife shall assume and pay in accordance with its terms, the existing mortgage and she shall indemnify and hold Husband harmless upon any and all liability in connection with said mortgage.

b. Wife hereby agrees that all of her right, title, and interest in and to the real property known as 1555 Battlefield Drive, Nashville, Davidson County, Tennessee, shall be divested out of her and vested solely in the Husband.

Wife shall, by such documents as may be necessary and at Husband's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto Husband all of her right, title and interest in and to said home property now owned by them as tenants by the entireties.

Husband shall assume and pay in accordance with its terms, the existing indebtedness against the property and he shall indemnify and hold Wife harmless upon any and all liability in connection with said indebtedness.

4. Husband's Business. Husband shall receive his interest in his retail store, Country Clutter, as his sole property, free of all claims of Wife.

5. Husband's Charles Schwab Account. Husband shall receive his Charles Schwab account #NV 6516-1904 as his sole property, free of all claims of Wife.

6. Husband's IRA Accounts:

a. Husband shall receive his Pioneer Vision Variable Annuity IRA account, Contract #2501 VQ 403255, as his sole property, free of all claims of Wife.

b. Husband shall receive his Service Merchandise IRA account with T. Rowe Price as his sole property, free of all claims of Wife.

c. Husband shall receive his IRA account with Jackson National Life Insurance Company, Policy #0037273680, as his sole property, free of all claims of Wife.

d. Husband shall receive his IRA account with John Hancock Mutual Life Insurance Company, account #167 V0070384, as his sole property, free of all claims of Wife.

e. Husband shall receive his IRA account with Franklin Bank - John Hancock, account #1504547607, as his sole property, free of all claims of Wife.

7. Husband's Interest in Hawley Hills Limited Partnership. Husband shall receive his interest in Hawley Hills Limited Partnership, account #04-2981897, as his sole property, free of all claims of Wife.

8. Wife's Checking Account. Wife shall receive her First American Bank checking account #761-684-4 as her sole property, free of all claims of Husband.

9. Parties' Joint Checking Account. Husband shall receive the funds in the First American Bank joint checking account #869-057-6 as his sole property, free of all claims of Wife.

10. Country Clutter Checking Account. Husband shall receive the Country Clutter First American Bank checking account #1001272962 as his sole property, free of all claims of Wife.

11. Life Insurance Policies.

a. Wife shall receive the Northwestern Mutual Life Insurance Company life insurance policy on her life, policy #8-816-661A, as her sole property, free of all claims of Husband. This policy is under account #2469186 and is owned by Scott E. Muhs. Husband shall immediately execute whatever documents may be necessary to transfer ownership of this policy to Wife. All cash value in said policy shall be the property of Wife.

b. Husband shall receive the life insurance policy with Northwestern Mutual Life Insurance Company, policy #8-816-681, including all cash value in said policy, as his sole property, free of all claims of Wife.

c. Husband shall receive the life insurance policy with Northwestern Mutual Life Insurance Company, policy #10-425-093, including all cash value in said policy, as his sole property, free of all claims of Wife.

d. Husband shall receive the life insurance policy with Northwestern Mutual Life Insurance Company, policy #10-459-516, including all cash value in said policy, as his sole property, free of all claims of Wife.

12. Wife's 401k Account. Wife shall receive her 401k account with Odom's Tennessee Pride Sausage Company, Inc. as her sole property, free of all claims of Husband.

13. Vehicles.

a. The Husband hereby agrees that all of his right, title, interest and equity in the 1993 Mercury Sable automobile, VIN #1MELM5040PA631769, shall be divested out of him and vested solely in the Wife. Wife agrees to assume full responsibility for the payment of the indebtedness due on said automobile and shall hold Husband harmless on the same.

b. The Husband hereby agrees that all of his right, title, interest and equity in the 1991 GMC Sonoma Pickup Truck shall be divested out of him and vested solely in the Wife. Wife agrees to assume full responsibility for the payment of the indebtedness due on said automobile and shall hold Husband harmless on the same.

c. The Wife hereby agrees that all of her right, title, interest and equity in the 1986 Silver Acura Legend automobile, VIN #JH4KA2540GC010161, shall be divested out of her and vested solely in the Husband. Husband agrees to assume full responsibility for the payment of the indebtedness due on said automobile and shall hold Wife harmless on the same.

d. The Wife hereby agrees that all of her right, title, interest and equity in the 1986 White Acura Legend automobile shall be divested out of her and vested solely in the Husband. Husband agrees to assume full responsibility for the payment of the indebtedness

due on said automobile and shall hold Wife harmless on the same.

14. Household Goods, Furnishings and Equipment. Wife shall receive the following household goods, furnishings and equipment:

Appliances
Teresa's bedroom suite & contents (pre-marriage)
Son's bedroom suite & contents
Daughter's bedroom suite & contents
Twin bed & bedside table in room Scott is staying in (pre-marriage)
All furniture & contents in recreation room (desk (pre-marriage), computer desk, 3-piece bookcase (pre-marriage), couch, cloth recliner chair, tread mill, weight machine, table & chairs (pre-marriage), piano (pre-marriage),toy box)
Four bar stools
Sewing machine in laundry room
Dining Room Table & Chairs
Hutch
Antique Sideboard (pre-marriage)
Den Furniture including recliner, glass coffee table, end table & contents, and the color TV from the den
Baby Grand Piano, winged back chair & oak curio in piano room
Grandmother's Clock (gift)
Cadenza in entrance hall (gift)

Husband shall receive the following household goods, furnishings and equipment:

Anything that Husband brought with him into the marriage
Sewing Machine in upstairs hall
Dresser & Trunk in the room Husband is staying in
3-Piece Wicker Furniture (couch, two chairs)
Small Sony color TV and teal telephone in Master Bedroom
Blue leather recliner chair, Mitsubishi color TV, VCR, floor lamp, one other lamp, and oak coffee table in the recreation room
White leather couch, sofa table, Thomas Kinkade painting, and 2 swivel chairs in the den.
Artificial Plant
Gas Grill
Lawn Glider
White kitchen table & matching six white chairs
Mirrored glass plant stand
1 Wreath
Phone from kitchen

Husband shall have all the household goods awarded to him moved out of the marital residence premises by 10:00 p.m. on May 24, 1998 or it becomes the property of Wife.

Wife is to be at home when Husband moves the furniture awarded to him in this Agreement. Wife will provide help getting

the furniture from the inside of the house to the outside. Husband will be responsible for moving the furniture from that point on. No one other than Husband is to enter the house with regard to moving the furniture.

15. Separate Property. Each party shall receive all separate property, whether brought into the marriage by the party, or gifted to the party, or inherited by the party, as his or her sole property, free of all claims of the other.

16. Debts.

a. Wife shall be solely responsible for the debt against the real property known as 535 Menees Lane and shall hold Husband harmless and indemnify him thereon.

b. Wife shall be responsible for all debt in her sole name and shall hold Husband harmless and indemnify him thereon.

c. Husband shall be responsible for the mortgage on the real property known as 1555 Battlefield Drive and shall hold Wife harmless and indemnify her thereon.

d. Husband shall be responsible for the Country Clutter SBA loan with First American Bank and shall hold Wife harmless and indemnify her thereon.

e. Husband shall be responsible for all debts in his sole name and shall hold Wife harmless and indemnify her thereon. These include but are not limited to NationsBank Mastercard #5220-1005-1690-1163; Mastercard #707-010213-3234; Mastercard #5342-0100-0463-0898; Associates National Bank #4616-5704-8120; Advanta National Bank Mastercard #5420-9690-2316-4285 and American Express #3732-7840-885-1005.

f. Husband shall be responsible for paying the outstanding debt with Northwestern Mutual Life Insurance Company where he borrowed against life insurance policy #8-816-681 and shall hold Wife harmless and indemnify her thereon.

g. Husband agrees that he will pay his part of the bills from the last three (3) months as set forth in the Agreed Order previously entered in this case. He further agrees that the amount he owes for these bills can be offset against the $18,500 which Wife owes him under this Agreement for his interest in the real property, or he can pay this to Wife immediately.

17. Federal and Joint Income Tax Returns. Each party shall be solely responsible for any liability arising out of any jointly filed federal income tax return as to any liability arising out of that party's income and that party shall hold the other party harmless and indemnify the other as to any such liability.

18. 1997 Federal Income Taxes. Husband shall be permitted to claim $6,680 in estimated payments which are two of the three estimated payments made to the IRS for 1997. Husband shall also be permitted to claim $1,988 of the mortgage interest paid in 1997. Husband shall further be permitted to claim all of the 1997 real estate property tax in the amount of $2,013.

19. Wife's Maiden Name Restored. Wife's maiden name of Odom shall be restored.

20. Court Costs. Court costs incurred as a result of the pending action for absolute divorce including the final decree and orders implementing the final decree shall be divided equally between the parties.

21. Attorney's Fees. Each party shall be responsible for paying his or her own attorney's fees.

22. Contingency. This Agreement is contingent upon Husband signing it on May 15, 1998.

23. Necessary Documents. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and

conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

24. Revocation of Documents. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

25. Enforcement. In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

26. Agreement Binding. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail or decline to incorporate this Agreement or any provisions thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall

continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

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

28. Independent Counsel, Parties Fully Informed. Each party has had independent advice by counsel of his or her own selection, or has been advised of their right to have independent counsel. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

29. Modification and Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

30. Obligations Not Dischargeable in Bankruptcy. 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. Section 523(5) which is not dischargeable in bankruptcy as to the other party. Should such obligation not be found to constitute support, it is to be subject instead to 11 U.S.C. §523(15), and is not dischargeable except as provided therein.

31. Compensation for Claims. 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 the other party is 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 respon-

sible 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.

32. Tax Exempt Status. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is an equal division of property by co-owners.

33. Full and Final Settlement. The parties accept the provisions of this Agreement in full and final settlement and satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

31. Voluntary Agreement. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures.

May 14, 1998
DATE

Teresa Odom Muhs
TERESA ODOM MUHS

May 15-1998
DATE

Scott Eugene Muhs
SCOTT EUGENE MUHS

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named TERESA ODOM MUHS, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 14th day of May, 1998.

Kathy M. Bass
NOTARY PUBLIC

My Commission Expires: 11/28/98.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named SCOTT EUGENE MUHS, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 15th day of May, 1998.

Kimberly D. Parks
NOTARY PUBLIC

My Commission Expires: 1-27-01.

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It is further ORDERED, ADJUDGED AND DECREED that the Wife shall be restored to her maiden name of Odom.

It is further ORDERED, ADJUDGED AND DECREED that all costs of this cause shall be, and are hereby, taxed against Husband and Wife equally.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any provisions of this Decree.

Enter this the 8th day of June, 1998.

JUDGE

APPROVED FOR ENTRY:

BRUCE, WEATHERS, CORLEY, DUGHMAN & LYLE

MARY FRANCES LYLE
Attorney for Wife
First American Center, 20th Floor
315 Deaderick Street
Nashville, Tennessee 37238-2075
Telephone: (615) 244-5432
Supreme Court No. 6895

MICHAEL W. BINKLEY
Attorney for Husband
150 Second Avenue North, Suite 300
Nashville, Tennessee 37201-1902
Telephone: (615) 244-8630

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed, postage prepaid, to Michael W. Binkley, Attorney for Husband, 150 Second Avenue North, Suite 300, Nashville, Tennessee 37201-1902, on this 8th day of June, 1998.

MARY FRANCES LYLE

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IDENTIF. ↑ REFERENCE
98 SEP 21 PM 3:37
BILL GARNETT REGISTER
DAVIDSON COUNTY, TN.
PICK-UP

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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 JUNE , 19 98 , in the Case Number 97D2803 between MUHS, TERESA ODOM Plaintiff, and MUHS, SCOTT EUGENE Defendant, as same remains of record in Vol. 282C , Page 1634 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 21 day of SEPTEMBER in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

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