BOOK 11445 PG. 378

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1999 APR 12 PM 1:34
RICHARD R. ROOKER, CLERK
B Murray D.C.

BEVERLY ANN WHITE,

Plaintiff,

v.

MICHAEL DAVID WHITE,

Defendant.

No: 98D-1228

FINAL DECREE

This cause came to be ~~heard~~ Granted on the ~~8th~~ 12th day of April, 1999, before the Honorable Marietta Shipley, Judge of the Second 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; 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, Beverly Ann White, 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:

RECORDERS NOTE:
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

PICK-UP

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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
99 MAR 19 PM 2:29
RICHARD R. ROOKER, CLERK
D.C.

BEVERLY ANN WHITE,

Plaintiff,

v.

MICHAEL DAVID WHITE,

Defendant.

No: 98D-1228

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Beverly Ann White (hereinafter referred to as "Wife"), and Michael David White (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 Circuit Court for Davidson County, Tennessee, in the above styled action.

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

3. **Alimony**. Husband shall pay Wife the sum of One Thousand ($1,000.00) Dollars per month, commencing the day this agreement is signed by Husband and the same date each month thereafter as alimony in futuro. This amount shall be adjusted once Wife begins drawing her portion of Husband's civil service retirement so that the amount received by Wife from Husband directly and her share of his civil service retirement is no less than $1, 000.00 per month. The amount Wife receives from her share of Husband's military retirement shall have no effect on Husband's alimony

obligation to Wife. Husband's obligation to pay the periodic alimony set out herein shall terminate upon Wife's death or remarriage, or as otherwise provided or allowed by law.

4. **Real Property**. The parties own real property as tenants by the entireties located at 4917 John Hager Road, Hermitage, Tennessee 37076. Wife shall be awarded all interest in this real property to the exclusion of Husband. Wife shall be responsible for all mortgage payments, insurance and taxes due on the said residence and hold Husband harmless. In the event Wife sells the marital residence, Husband shall receive $44,000.00 or 50% after expenses, taxes, Realtor's fees, mortgages, and expenses of sale not to exceed $44,000.00. In the event Wife dies prior to Husband's death, then Wife's estate shall pay to Husband the same amount as if she had sold the residence. If Husband dies prior to Wife selling the residence then she will not be obligated to pay Husband's estate any amount. Husband's interest shall terminate upon his death. The said real property is more fully described as follows:

> Land in Davidson County, Tennessee, more particularly described as follows:
>
> Being Lot No. 76 on the Plan of First Revision of The Peninsula, a Planned Residential Development, of record in Plat Book 9700, Page 8, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Michael D. White and wife, Beverly A. White from Fox Ridge Homes, Inc. by deed of record in Book 10442, Page 212, Register's Office for Davidson County, Tennessee.

5. **Personal Property**. Husband shall retain as his sole and exclusive property the 1994 Nissan Truck. Husband shall be responsible for any and all indebtedness on said vehicles and shall hold Wife harmless for said indebtedness. Husband shall further be responsible for the indebtedness on the 1997 Cavalier, purchased for the parties' daughter, Tara.

Wife shall retain as her sole and exclusive property the 1992 Toyota Camry. Wife shall be responsible for any indebtedness on said vehicle and shall hold Husband harmless for said indebtedness.

The parties have previously divided all other personal property and agree that each shall be vested with such personal property as is now in his or her possession.

6. **Credit Union Accounts and Stock.** Husband shall retain sole and exclusive ownership of all funds deposited in the Federal Government Thrift Savings Plan.

Wife shall retain sole and exclusive ownership of the monies in the Merrill Lynch CMA Account.

Wife shall be vested with all Cracker Barrel, K-Mart and Bio-Technology stock.

7. **Husband's Retirement**. Wife shall be awarded one-half (½) of all retirement accounts which are vested in Husband and he shall elect survivor's benefits of all pension and related benefits due him. The parties shall cooperate in the production and submission of a Qualified Domestic Relations Order to Husband's employer and/or benefits administrator. Both parties are aware that the Court will retain jurisdiction over this matter pending proper submission and entry of Qualified Domestic Relations Orders.

8. **Life Insurance**. Wife shall remain a beneficiary on Husband's National Guard Association of Tennessee Insurance Policy, Vulcan Disability Group and American Life and Casualty whole life policy and one-half interest in the FEGLI and SGLI Policies.

The parties agree that the parties' daughters, Tara and Alison, shall remain contingent beneficiaries on all insurance policies held by either of the parties.

9. **Debts**. Wife shall be responsible for the indebtedness on her Visa card. Husband shall be responsible for the indebtedness on the General Motors Mastercard in his name and he shall keep said Mastercard for his exclusive use. Husband shall hold Wife harmless for all indebtedness incurred on the Mastercard.

Each party will be responsible for any and all indebtedness incurred in his or her own name and shall hold the other party harmless thereon.

10. **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 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.

11. Wife shall continue, pursuant to the Civil Service Spouse Equity Act of 1984 (Public Law 98-615) to be covered under Federal Employee Health Benefits, which she current has with Blue Cross/Blue Shield Federal Employee Program, subscriber name: Michael D. White,

Identification No: R50485250, enrollment code 105 Retail Pharmacy Carrier and Group No. 6500. Husband shall pay all premiums associated therewith. Wife will pay her portion of the cost of the Blue Cross/Blue Shield Federal Employee Program.

11. **Court Costs.** Husband shall be responsible for all court costs, for which let execution issue if necessary.

12. **Attorney Fees.** Husband and Wife shall each be responsible for his or her own attorney's fees incurred as a result of this divorce action.

13. **Income Tax Return.** The parties agree that they will file a joint tax return for 1998. Wife shall receive any tax refund received by the parties. Husband and Wife shall each be responsible for one-half (½) of any taxes due to the Internal Revenue Service for the 1998 tax year.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Voluntary Agreement**. It is further understood and agreed by and between the parties that this Settlement 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.

18 March 99
Date

Michael David White

18 March 1999
Date

Beverly Ann White
Beverly Ann White

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named Michael David White, 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 18 day of March, 1999.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named Beverly Ann White, 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 18 day of March, 1999.

NOTARY PUBLIC

My Commission Expires: _____

It is further **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against Husband, Michael David White, 630 Bell Road #301, Nashville, Tennessee 37217, for which let execution issue, if necessary.

ENTER this 12 day of April, 1999.

MARIETTA SHIPLEY

APPROVED FOR ENTRY:

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

0564 04/23 0101 03CHECK 38.00

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on Michael David White, pro se, 630 Bell Road #301, Nashville, TN 37217, by placing same in the U. S. Mail, postage prepaid, on this the 5 day of April, 1999.

D. SCOTT PARSLEY

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 12 day of APRIL , 19 99 , in the Case Number 98D1228 between WHITE, BEVERLY ANN Plaintiff, and WHITE, MICHAEL DAVID Defendant, as same remains of record in Vol. 585 , Page 107245 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 20 day of APRIL in the year one thousand nine hundred and ninety-nine and in the 223rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL