IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TRACY F. MILLER, SR.,
Plaintiff/Counter Defendant,

v.

GLORIA YVONNE MILLER,
Defendant/Counter Plaintiff.

99 APR 21 PM 4:22
RICHARD R. ROOKER, CLERK
No.98D-564
Notice of Entry Requested
D.C.

FINAL DECREE

This cause came to be heard on the 21st day of April, 1999, before the Honorable Muriel Robinson, Judge, upon the Counter-Complaint for Absolute Divorce filed by ~~Mr.~~ Mrs. Miller, and from the parties signing the Marital Dissolution Agreement, the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101(11). It is therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the, Defendant/Counter Plaintiff, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does adequately provide for the custody and maintenance of the minor child of this marriage and equitable division of the marital property and the Court does approve the Agreement attached hereto as follows:

MAIL ENV.

0609181
IDENTIF. & REFERENCE

99 JUL -8 AM 9:17
REGISTER
DAVIDSON CO. TN.

00-04 30 HRS FOTO COPIED 2445

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TRACY F. MILLER, SR.,
Plaintiff/Counter Defendant,

v.

GLORIA YVONNE MILLER,
Defendant/Counter Plaintiff.

99 APR 21 PM 4:2

No.98D-564

RICHARD H. ...ONER, CLER

D.C

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between Gloria Yvonne Miller, hereinafter called "Wife", and Tracy F. Miller, Sr., hereinafter called "Husband".

W I T N E S S E T H

WHEREAS, the parties are married and one child namely, Tracy F. Miller was the product of the marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody and support of any children the parties may have as a result of the marriage; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, ONLY Wife is represented by Robyn Lynne Ryan, Attorney, and the opposing party has obtained independent advice or waived same and is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or

attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both

parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the

provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS FILED. The parties acknowledge that a divorce action has been filed in the Fourth Circuit Court for Davidson County, Tennessee, Docket No. 98D-564 including the grounds that irreconcilable differences have arisen between the parties.

The Husband agrees to pay all Court cost arising out of this divorce proceeding.

PERSONALTY. With the exceptions outlined below, the parties have divided between themselves the furniture, furnishings and personal belongings that were acquired during the marriage and each party makes no claim to any property in the possession of the other party.

It is agreed that Wife shall keep all personal property in her possession free and clear of any claims of Husband with the exception of the two televisions in the basement, the workout bench, the pool table and the video camera which shall be the

property of the Husband. Husband shall keep all property in his possession free and clear of any claims of Wife, and shall further be entitled to keep the two televisions in the basement and the workout bench as his separate property, free and clear of any claim of Wife. Each party shall assume any liability associated with the property awarded to them and shall hold the other party harmless thereon

It is agreed that Wife will have possession and title to the 1994 Mitsubishi Gallant, and Wife agrees to assume any liability associated with this automobile and hold Husband harmless thereon. Husband relinquishes any right, title or interest he may have in this automobile. It is further agreed that Husband shall have as his separate property the 1991 Nissan Sentra and the Chevy S-10 and Husband agrees to assume any liability associated with these vehicles and hold Wife harmless thereon. Wife relinquishes any right, title or interest she may have in these vehicles.

Each party agrees to sign any document necessary to effectuate change of title.

DEBTS. Each party agrees to pay any debt in their own name and will hold the other harmless thereon. The parties further agree that Husband shall pay the joint debt to Laboratory Corporation of America and the joint debt to First Family Financial Services and will hold the Wife harmless thereon. The parties agree that except for the marital home listed below and the joint debts listed above, there exists no other joint debt in both parties name. The parties further agree that this division of debt shall be considered reasonable and necessary for the other party's support. This support debt will be non-dischargeable in the event of a bankruptcy of the obligor spouse, pursuant to 11 U.S.C Section 523 (a) (5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

REAL ESTATE. Husband agrees to convey and by signing this agreement does convey and quit claim to Wife, any and all interests in the property at 2404 Brittany Drive, Nashville, TN 37206, more completely described below:

Land in Davidson County, Tennessee, being Lot No. 302 of Section 4, Fortland Park Subdivision, as of record in Book 5200, page 777, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

Being the same property conveyed to Fidelity Federal Bank, a Federal Savings Bank, by deed from William L. Rosenberg, Successor Trustee, of record in Book 8326, page 1, Register's Office for Davidson County, Tennessee. Fidelity Federal Bank now being Union Planters National Bank.

Wife agrees to assume all liability associated with this property and will hold Husband harmless thereon. Husband further agrees to sign any additional document in addition to this quit claim provision herein if required to effectuate change of title.

HEALTH INSURANCE - COVERAGE. Husband agrees to maintain health insurance on the minor child through his employment once that insurance becomes available on May 23, 1999. Until that time, Wife shall maintain the minor child on her insurance and Husband agrees to pay the monthly premium, $17.07, for that coverage directly to Wife by the 15th of each month. The parties agree to split all uncovered medical expenses including medical, dental, pharmaceutical and optical expenses.

ALIMONY WAIVED. Wife and Husband claim no alimony either pendente lite or permanent and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

ATTORNEY FEES. It is agreed between parties that only Wife is represented by Robyn Lynne Ryan and will pay Robyn Lynne Ryan's attorney fee in connection with this divorce proceeding and this agreement. It is also agreed between the parties that the opposing party shall pay their own attorney's fee in connection with this litigation.

CUSTODY and VISITATION. The parties agree that Wife shall have custody of the parties' minor child. The parties further agree that reasonable visitation rights shall be granted to the Husband and the Husband will be responsible for care, supervision and guidance during those visitation times and shall, on an ongoing basis, aid the Wife in bearing the responsibility of financial assistance as outlined in Child Support section below.

Father shall have visitation every other weekend from 6:00

p.m. Friday until 6:00 p.m. Sunday. Father will pick up and return the child at the home of Mother.

In addition to reasonable visitation, the parties shall alternate the following holidays, beginning at 8:00 a.m. and ending at 8:00 p.m. on the date of the holiday with the Wife having New Years Day in 1998:

New Year's Day
Easter
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day

Additionally, the parties shall alternate the Christmas holidays with the Mother having the minor children from 6:00 p.m. on the last day of school before the Christmas Holiday until 10:00 a.m. on Christmas Day in 1999 and all other odd years, and from 10:00 a.m. on Christmas Day until December 31st at 6:00 p.m. in even number years, and alternating each year thereafter.

Father shall always have the minor children on Father's Day from 8:00 a.m. until 8:00 p.m. and his birthday, and Mother shall always have the minor children on Mother's Day from 8:00 a.m. until 8:00 p.m. and on her birthday.

Husband shall have any other reasonable visitation as the parties may mutually agree.

CHILD SUPPORT. It is further agreed between the parties that the Husband shall pay child support in the amount of $310.00 per month, and shall pay this in weekly installments of $71.53 per week as child support for the care of the minor child. All payments shall be by wage assignment so that the employer, CB Ragland Company, 2720 Eugenia Avenue, Nashville, Tennessee 37211 shall deduct the sum of $71.53 plus the Clerk's 5% commission of $3.58 for a total weekly deduction of $75.11, and shall send this amount to the Davidson County Clerk's Office, Metro Courthouse, Nashville, Tennessee 37201. The Clerk shall cause payments to be disbursed to Wife at 2404 Brittany Drive, Nashville, Tennessee 37201. The child support set out in this paragraph is in compliance with the Federally Mandated Child Support Guidelines. The parties acknowledge that no action to alter the support amount will be effective without the prior approval of the Court.

PENSIONS. Each party shall be entitled to keep any and all pensions, IRA, 401K or any other retirement account they may have free and clear of any claim of the other party. Each party specifically waives any right, title or interest he or she may have in any pension, IRA, 401K or any other retirement account of the other party.

BANK ACCOUNTS. Each party shall be entitled to keep any and all bank accounts of any nature in their own name, and the other party relinquishes any right, title or interest he or she may have in the account of the other.

STOCK. The parties acknowledge and agree that neither party owns any stock or bonds in his or her own name, or in the parties' joint name.

Tracy F. Miller Sr. — Gloria Y. Miller

TRACY F. MILLER, SR. — GLORIA YVONNE MILLER

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 21st day of April, 1999, personally appeared Gloria Yvonne Miller, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

NOTARY PUBLIC

My Commission Expires:
5/28/2002

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 21st day of April, 1999, personally appeared Tracy F. Miller, Sr., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

NOTARY PUBLIC

My Commission Expires:
7/27/2002

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are to be taxed against the Plaintiff/Counter Defendant, for all of which execution may issue if necessary.

ENTER this the 21st day of April, 1999.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

Robyn Lynne Ryan #12782
Attorney for Defendant/Counter Plaintiff
5th Floor St. Cloud Corner
500 Church Street
Nashville, Tennessee 37219
(615) 242-3996

Julie E. Officer #13605
Washington Square Building
222 Second Avenue North
Suite 310
Nashville, TN 37201
(615) 259-3153

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been placed in the United States mail, postage prepaid to, Julie E. Officer, Washington Square Building, 222 Second Avenue North, Suite 310, Nashville, Tennessee 37201, this the 21 day of April, 1999.

Robyn Lynne Ryan

Current addresses:

Tracy F. Miller
203 Sealey Drive, Apt. H-78
Madison, Tennessee 37115

Gloria Y. Miller
2404 Brittany Drive
Nashville, Tennessee 37206

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 21 day of APRIL , 19 99 , in the Case Number 98D564 between MILLER, TRACY F. SR. Plaintiff, and MILLER, GLORIA YVONNE Defendant, as same remains of record in Vol. 603 , Page 110685 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 08 day of JULY in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk