IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
JUL 16 PM 2:47
CLERK
B Murray D.C.

HARRY HAYES MEEK

Husband

v.

PATRICIA LYNN MEEK

Wife

DOCKET NO. 99D-1365

BOOK 11508 PAGE 965

FINAL DECREE

This cause came on to be heard on Friday, the 16th day of July, 1999, before the Honorable Muriel Robinson , Judge, upon the complaint for absolute divorce, the executed marital dissolution agreement, and the testimony of Husband, from all of which the court affirmatively finds as follows:

(1) The parties have irreconcilable differences.

(2) The parties have, in a written marital dissolution agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves.

PICK-UP

(3) The marital dissolution agreement should be approved.

(4) The statutory waiting period has elapsed.

(5) The parties' current residence addresses are:

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0621116

Mr. Harry Hayes Meek
5132 Brick Church Pike
Goodlettsville, Tennessee 37072

Ms. Patricia Lynn Meek
351 Melpar Drive
Nashville, Tennessee 37211

It is therefore **ORDERED** that the marital dissolution agreement that is set out in the following pages be approved and made the order of the court.

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MARITAL DISSOLUTION AGREEMENT

99 JUL 15 PM 2:47

WHEREAS, Harry Hayes Meek ("Husband") has filed or will file an action for absolute divorce against Patricia Lynn Meek ("Wife") in the Circuit Court for Davidson County, B Murray D.C. Tennessee, entitled HARRY HAYES MEEK v. PATRICA LYNN MEEK, Docket Number 990-1365; and

WHEREAS, Wife is aware that such divorce action has been or will be filed and hereby waives further service and agrees to waive or withdraw any responsive pleadings; and

WHEREAS, these parties have experienced irreconcilable differences in their marriage, and desire to enter into a Marital Dissolution Agreement and tender it to the Court for approval should a divorce be granted in this cause;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. AGREEMENT ENTERED INTO VOLUNTARILY. The parties understand and agree that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not stated herein. Each party has full knowledge of the value of the other's estate. The provisions of this agreement and the legal effect of such provisions are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being executed voluntarily and with the opportunity to obtain the independent advice of counsel.

2. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth in this agreement. The law of the State of Tennessee will govern this agreement in all respects.

3. FULL SETTLEMENT OF PROPERTY RIGHTS. This agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to execute all necessary documents and to perform all other acts necessary to carry out the full intent and purpose of this agreement. If approved by the court, this agreement is a full and final settlement of the parties' property rights as between each other.

4. NONDISCHARGEABILITY. With respect to each party's responsibility under the terms of this agreement for the payment of certain debts and liabilities and the obligation of each to hold the other harmless from liability thereof, the parties agree that such obligations are nondischargeable debts under the Bankruptcy Code, such obligations being part of the final financial support settlement for both parties. These financial obligations are not a part of the property settlement. The division of the property is set forth elsewhere in this agreement.

5. FUTURE LEGAL PROCEEDINGS. If a creditor of either party makes a claim against the other party, and if that claim is upheld by a court of competent jurisdiction, and if the other party is required to pay a debt for which he is not responsible, either by contract or pursuant to the terms of this agreement, then the party against whom such claim is made will be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including a reasonable attorney fee. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this agreement, then he will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action.

6. MODIFICATION. A modification or waiver of any provision of this agreement will be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any provision of this agreement will not be construed as a waiver of any subsequent default of the same or similar nature.

7. RESTRAINING PROVISIONS. Each party agrees not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

8. PRIOR TAX LIABILITY. If in 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 the parties, or either of them, responsible for the deficiency. Each party represents and warrants to the other that all federal income tax returns filed during the marriage are in all respects true, correct, and complete, and that the returns fully and accurately reflect income and deductions for those years.

9. CREDIT. The parties agree that neither will charge or cause to be charged to the other any purchases made after this agreement is executed, and neither will 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 responsible will indemnify and hold the other harmless therefrom.

10. PENSION AND RETIREMENT BENEFITS. Each party waives any separate and distinct claim to the other's retirement and pension benefits, if any, except as set out in this agreement; each party affirms that he has been advised of his rights regarding such pension and retirement benefits, and of the value or potential value of same.

11. WAIVER. Each party waives any claim to the property and estate of the other, except as may be otherwise provided herein. This waiver specifically includes any expectancy, reversion, insurance claim, cause of action, or inheritance to which the other party is or may in the future be entitled.

12. REAL PROPERTY. Husband owns a residence located at 5132 Brick Church Pike, Goodlettsville, Davidson County, Tennessee, more particularly described as follows:

Beginning at a set iron pin lying in the North margin of Brick Church Pike (25 feet from centerline), said point further described as being the Southwest corner of herein described tract and the Southeast corner of the Kenneth Hitt property as of record in Book 3843, Page 103 (R.O.D.C.); thence leaving said point of beginning and running with the line of Hitt and a fence line North 7 deg. 00 min. 00 sec. East a distance of 415.71 feet to a set iron pin, corner to Marion B. Cook (Book 4523, Page 59 R.O.D.C.); thence leaving the line of Hitt and running with the line of Cook North 56 deg. 30 min. 00 sec. East a distance of 300.80 feet to a set iron pin; thence leaving the line of Cook and running with the line of Mullins as of record in Book 5332, Page 689, (R.O.D.C.) South 9 deg. 35 min. 07 sec. West a distance of 417.86 feet to a set iron pin lying in the North margin of Brick Church Pike; thence running with the North margin of Brick Church Pike and a curve to the left having a radius of 542.46 feet, a central angle of 18 deg. 22 min. 41 sec. a chord of 173.25 feet on a bearing of South 57 deg. 56 min. 08 sec. West, a total distance along the curve of 174.00 to a point lying at the end of said curve; thence continuing with said margin South 48 deg. 44 min. 47 sec. West a distance of 113.18 feet to the point of beginning and containing 2.00 acres, more or less.

Being the same property conveyed to Harry H. Meek (a/k/a Harry Hayes Meek), unmarried, by deed from Gregory R. Murray and wife, Dana R. Murray, of record in Book 11080, Page 368, Register's Office of Davidson County.

[Note: The above-described property has been known at various times as 5142 Brick Church Pike and as 5132 Brick Church Pike.]

Map 17
Parcel 127.04

The above-described property belonged to Husband before the marriage, and Wife makes no claim to any ownership interest therein.

13. PERSONAL PROPERTY. Each party will receive his or her own clothing, jewelry, and personal effects. Husband will receive his 1992 Ford pickup truck, VIN 1FTDF15N4NLA34605, free and clear of any claim by Wife. On or before April 29, 1999, Wife will receive the 1992 Toyota automobile, VIN 1NXAE91AXNZ358171, which is presently titled in Husband's name, free and clear of any claim by Husband. Wife will also receive her 1996 Dodge Neon, VIN 3P3ES47C4TT252140, which is titled in her name, free and clear of any claim by Husband. Each party will be solely responsible for paying any debt secured by a lien on a motor vehicle that he or she receives pursuant to this paragraph, whether present or future, and each agrees to hold the other party harmless on such debt. Wife will receive the personal property listed in Exhibit "A" to this agreement, and Husband will receive all remaining furniture, furnishings, appliances, and other personalty now located in the Brick Church Pike residence. Wife will return to Husband his kitchen table and four chairs, and the mattress, box springs, and bed frame that are presently located at the residence of Wife's daughter.

14. DEBTS AND LIABILITIES. The parties have no joint debts. Wife will pay all BellSouth bills for mobile phone number 957-5783, during the pendency of the divorce. Each party agrees that he or she will be solely responsible for his or her own individual debts, both present and future, and each agrees to hold the other harmless on such debts.

15. SUPPORT, ATTORNEY FEES, AND COURT COSTS. The parties have no minor children. Husband will pay to Wife as alimony in solido the sum of $1,800.00, to be paid on or before April 29, 1999. Husband will maintain healthcare insurance coverage on Wife until the entry of a final decree of divorce in this case. Each party will pay his or her own attorney, if any. Husband will pay the court costs.

IN WITNESS WHEREOF, the parties set their signature below.

HARRY HAYES MEEK

PATRICIA LYNN MEEK

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 20th day of April, 1999, personally appeared HARRY HAYES MEEK, 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 own free act and deed.

NOTARY PUBLIC

My commission expires:
1/25/2003

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 26th day of April, 1999, personally appeared PATRICIA LYNN MEEK 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 own free act and deed.

NOTARY PUBLIC

My commission expires:
My Commission Expires MAY 28, 2000

EXHIBIT "A"

JUL 16 PM 2:47

RICHARD [illegible] CLERK

_____ D.C.

Entertainment center

Kitchen table and 4 chairs

End table in den

Coffee table in living room

Recliner chair in den

Desk in den

3 lamps

Trunk in den

VCR in den

Ice box in kitchen

Coffee maker

Half of pots and pans

All of Wife's dishes

Living room couch

End table in living room

Small table and mirror in living room

Small antique table in living room

Computer in den, bed, chest, chest and mirror, 2 end tables, jewelry box and all Wife's wall decorations except for those in spare bathroom

Framed picture in den

Half of all linen

4 black lawn chairs and 1 black lounge chair which are outside.

Gas grill

Small black iron table

It is further **ORDERED** that the original complaint in this cause be amended to reflect that Wife's place of birth was Nashville, Davidson County, Tennessee.

It is further **ORDERED** that Harry Hayes Meek, Husband, be awarded an absolute divorce from Patricia Lynn Meek, Wife, on the ground of irreconcilable differences; that both parties be restored to all the rights and privileges of unmarried persons; and that the bonds of matrimony heretofore existing between the parties be hereby forever dissolved.

It is further **ORDERED** that the costs of this cause be taxed against Husband.

This 16th day of July, 1999.

JUDGE

APPROVED FOR ENTRY:

JOHN M. L. BROWN (#5438)
Attorney for Husband
221 Fourth Avenue North
Suite 200
Nashville, Tennessee 37219
(615)242-3348

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing has been forwarded by [X] U. S. Mail, [ ] Facsimile, or [ ] Hand Delivery, to the following person(s) on the 16th day of July, 1999.

Ms. Patricia Lynn Meek
351 Melpar Drive
Nashville, Tennessee 37211

JOHN M. L. BROWN

BOOK 11808 PAGE 973

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 16 day of JULY , 19 99 , in the Case Number 99D1365 between MEEK, HARRY HAYES Plaintiff, and MEEK, PATRICIA LYNN Defendant, as same remains of record in Vol. 736 , Page 135070 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 06 day of AUGUST in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By A. Rooks
Deputy Clerk