IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1999 OCT 11 PM 4:15
RICHARD R. ROOKER, CLERK
B Murray D.C.

GERALYNN RUTH WHITELY

Plaintiff,

VS

NO. 99D-1852

PERRY DENTON WHITELY

Defendant,

FINAL JUDGMENT OF DIVORCE

This matter came to be heard on this 11th day of October 1999, before The Honorable Muriel Robinson, Circuit Court Judge, upon the Wife's complaint for absolute divorce, personal service of the Defendant, execution of a notarized marital dissolution agreement, the sworn testimony of the Plaintiff in open court, statement of counsel and the entire record herein, from all of which the Court finds that the allegations in the complaint are sustained by the proof; that is that the parties have experienced irreconcilable differences in their marriage. The Court further finds that the marital dissolution agreement executed by the parties makes adequate and sufficient provision for the equitable settlement of the property rights between the parties as well as for the custody and support of the parties' two (2) minor children.

IT IS ORDERED, ADJUDGED AND DECREED, that the Wife's complaint for divorce is hereby amended to reflect the Husband's address as 1709 Autumn Ridge Drive, Nashville, Tennessee 37207.

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IT IS ORDERED, ADJUDGED AND DECREED, that the Wife be and hereby is awarded an absolute divorce from the Husband and the parties are each restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the marital dissolution agreement executed by the parties is approved by the Court and is incorporated herein as follows:

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CROSS REFERENCE
99 OCT 26 PM 12:19
REGISTER
DAVIDSON COUNTY, TN.
PICK-UP

IN THE 4TH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1999 OCT 11 PM 4:15

RICHARD R. ROOKER, CLERK

GERALYNN RUTH WHITELY

Plaintiff,

VS

NO. 99D-1852 B Murray D.C.

PERRY DENTON WHITELY

Defendant,

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between Geralynn Ruth Whitely, hereinafter called Wife and Perry Denton Whitely, hereinafter called Husband, subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, it is the decision of the parties insofar as they are able, without the concurrence of the Court, to amicably settle their differences with respect to all property rights and to enter into a contract for the settlement of such rights and obligations not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of the property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. JURISDICTION. The Defendant, Perry Denton Whitely, hereby acknowledges that he is aware that the Wife will file a divorce complaint in the Circuit Court for Davidson County, Tennessee. The Defendant, with such knowledge voluntarily waives service of process and waives filing an answer to the complaint. The Defendant hereby acknowledges his understanding that the signing of this agreement shall be in lieu of service of process and shall constitute a general appearance before the Court and answer, which shall give the aforementioned Tennessee Court personal jurisdiction over the Defendant for the purposes of granting a divorce on the grounds of irreconcilable differences.

2. CUSTODY. It is understood and agreed that the parties shall have joint legal custody of the parties' minor children, Trey Perry Whitely (8-7-92) and Chad Alden Whitely (7-23-94) with the Wife having primary physical custody. It is understood and agreed that the parties shall each have equal access to health and school records relating to the minor children, with the Wife being primarily responsible for maintaining the minor children's business, school and medical records and for conducting all other business relating to the minor children and the Wife shall not interfere with the

Husband's direct access to said records.

3. VISITATION. It is understood and agreed that the Husband shall have reasonable visitation privileges with the minor children subject to the Husband's reasonable notice to the Wife that he desires to exercise visitation. Pursuant to the Husband's visitation with the minor children the Husband shall pick up the minor children at the Mother's residence at the beginning of said visitation and he shall return the children to the Mother's residence at the conclusion of said visitation.

4. PARENTAL RELOCATION. It is further understood and agreed, pursuant to Tennessee Law, that if either party desires or intends to relocate outside the State of Tennessee or more than one hundred (100) miles from the other parent within the state, the relocating parent must send notice, as required by Tennessee Law, to the other parent at the other parent's last known address by registered or certified mail not later than sixty (60) days prior to said move.

5. CHILD SUPPORT. It is understood and agreed that the Husband shall pay directly to the Wife the sum of one hundred sixty dollars ($160.00) each week for the support and maintenance of the parties' minor children. The parties agree that said child support obligation complies with the Tennessee Uniform Child Support Guidelines based upon the Husband's current earnings.

It is further agreed that the aforementioned child support payments shall be due on Friday of each week beginning on the Friday following the final hearing date herein and shall continue each week thereafter until such time as the minor children reach the age of eighteen (18) or until the class in which the minor children are enrolled upon reaching the age of eighteen (18) graduates, whichever occurs later or until further orders of the Court.

6. MODIFICATION. It is further agreed that the aforementioned child support and custody provisions herein shall not be reduced, prorated or otherwise modified except by order of the Court and furthermore shall only be modified upon a showing of a material and substantial change of circumstances supporting said modification or the agreement of the parties which is approved by the Court.

7. MEDICAL INSURANCE. It is further understood and agreed that the Husband shall provide medical and dental insurance coverage for the minor children and he shall pay all premiums and otherwise maintain said medical and dental insurance coverage for so long as he is obligated to pay child support as indicated previously herein.

It is further understood and agreed that the parties shall each be responsible for the payment of one-half (1/2) of any reasonable and necessary medical and dental expenses which are not covered by insurance. It is understood and agreed that the Husband's

share of any such uninsured or uncovered medical expenses shall be paid directly to the Wife within thirty (30) days of receiving a copy of said bill from the Wife who shall promptly forward same to the Husband upon receipt.

8. LIFE INSURANCE. It is understood and agreed that the Husband shall obtain and maintain life insurance on his own life in an amount of not less than one hundred fifty thousand dollars ($150,000), naming the minor children as beneficiaries and naming the Wife as trustee for the benefit of the minor children and specifically authorizing the Wife to expend said insurance proceeds for the care and support of the minor children in the event of the Husband's death. The Husband shall maintain said life insurance coverage for so long as his child support obligation continues as indicated herein. Upon the termination of the Husband's child support obligation the Husband may change the beneficiary on said policy or cancel said policy.

9. PERSONAL PROPERTY. The parties have hereunto reached an oral agreement with respect to the division of their property. It is understood and agreed that the parties shall physically divide their property between them prior to the final hearing date herein. On the date of the final hearing the division of the parties' property shall be deemed satisfactory to each of them. Thereafter all furniture, furnishings and personal effects in the possession of the Husband shall be vested in the Husband as his sole and separate property free and clear of any interest of the Wife in same. All furniture, furnishings and personal effects in the possession of the Wife shall be vested in the Wife as her sole and separate property free and clear of any interest of the Husband in same.

10. REAL PROPERTY. It is understood and agreed that the parties own certain real property consisting of a home and lot located at 1709 Autumn Ridge Drive, Nashville, Davidson County, Tennessee. It is understood and agreed that the aforementioned real property shall be vested in the Husband as his sole and separate property and the Wife shall execute a quitclaim deed in favor of the Husband.

It is understood and agreed that thereafter the Husband shall assume full responsibility for the payment of any indebtedness or expense associated with said property, including but not limited to the mortgages, taxes, and maintenance and upkeep and he shall indemnify and hold harmless the Wife from any liability arising as a result of the Husband's failure to pay said indebtedness and/or expense when due.

It is further understood and agreed that the Husband shall make arrangements to refinance the aforementioned real property in his individual name or otherwise arrange to have the Wife relieved of liability on the mortgages within six (6) months of the date of execution of this agreement. In the event that the Husband fails to obtain refinancing or

otherwise to have the Wife relieved of liability on the mortgages within said six (6) month period the real property shall be sold and the net proceeds therefrom shall be equally divided between the parties.

It is further understood and agreed that pursuant to the aforementioned transfer of the Wife's interest in the aforementioned real property to the Husband and in consideration for the Wife's interest in same, the Husband shall pay directly to the Wife the sum of fourteen thousand dollars ($14,000) said sum representing the Wife's share of the equity in said real property. The Wife's interest indicated above shall be paid by the Husband to the Wife upon refinancing said property solely in the name of the Husband.

11. BANK ACCOUNTS. It is agreed that the parties shall keep their respective separate checking and/or savings accounts free and clear of any interest that the other party may have in same. It is further understood and agreed that the parties' joint checking account at Union Planter's Bank shall be closed and the the balance therein after outstanding checks and deposits shall be equally divided between the parties.

12. PENSIONS AND OTHER INVESTMENTS. It is understood and agreed that any other interest in any pension plans, IRAs, 401K plans, stocks, bonds, life insurance policies or other investments of any kind that the parties may presently have in their individual names shall be vested solely in that party free and clear of any interest of the other party.

13. AUTOMOBILES. It is agreed that the Ford Ranger Truck, which is presently titled solely in the name of the Husband shall be vested in the Husband as his sole and separate property free and clear of any interest the Wife may have in same. The Husband shall assume full responsibility for the payment of any indebtedness or expense associated with said vehicle and he shall indemnify and hold harmless the Wife from any liability arising from his failure to pay any such indebtedness or expenses associated with said vehicle when due.

It is understood and agreed that the 1994 Nissan Sentra automobile, which is presently titled solely in the name of the Husband, shall be vested in the Wife as her sole and separate property free and clear of any interest that the Husband may have in same. The Wife shall assume full responsibility for the payment of any indebtedness or expense associated with said vehicle and she shall indemnify and hold harmless the Husband from any liability arising from her failure to pay any such indebtedness or expense when due. It is understood and agreed that there are no other jointly titled or jointly financed cars, boats, motorcycles or other vehicles of any kind between the parties.

14. DEBTS. It is agreed that the parties shall be responsible for the payment

of any debts or charges which are presently listed solely in his or her name, including but not limited to any debt or charge incurred by either party prior to the marriage. Each party agrees to indemnify and hold harmless the other party from any liability arising from their respective failure to pay any such debt or charge when due.

15. MARITAL DEBTS. It is understood and agreed that the only presently existing joint and/or marital debt between the parties consists of the mortgage on the marital home which shall be paid in accordance with the real property clause above. It is further expressly understood and agreed that any debt or charge incurred by either party after the date of their separation on April 1, 1999, whether styled a joint or individual debt shall be paid by the party creating or incurring said debt and they shall indemnify and hold harmless the other party from any liability arising from their respective failure to pay any such debt when due.

In the event that either party fails to honor their respective agreements to pay the aforementioned marital or individual debts or portions thereof and the other is required to pay any such debt on behalf of the other, it is understood and agreed between the parties that the party for whose benefit such payment is made shall indemnify the other to the full extent of the amount paid, inclusive of interest, attorney fees and court costs

16. NON-DISCHARGEABILITY. It is understood and agreed between the parties that whenever herein the parties have agreed to assume responsibility for the payment of certain individual or joint and/or marital debts that the assumption of said indebtedness by said party shall be deemed necessary for the support of the other party and shall consequently be deemed a support obligation pursuant to the United States Bankruptcy Code and shall therefore be non-dischargeable in bankruptcy as to the other party.

17. CREDIT. The 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.

18. PRIOR TAX LIABILITY. If in connection with any joint Federal Income Tax Return 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 of 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 deductions for those years.

19. ATTORNEY'S FEES. It is agreed between the parties that they shall each pay their own attorney fees incurred herein.

20. In the instance that either party retains counsel to enforce the terms of this agreement, and such efforts results in a court order in which they are the prevailing party, then the non-prevailing party shall pay attorney fees incurred by the prevailing party.

21. COURT COSTS. It is agreed that the court costs incurred as a result of the pending action for divorce shall be paid by the Husband.

22. REPRESENTATION OF THE PARTIES. It is understood and agreed between the parties that the Wife has been represented and advised by Jeffrey S. Pulley. It is understood and agreed that the Husband has sought the advice of independent counsel or had the opportunity to do so and he has neither been advised nor relied upon any advice of the Wife's attorney.

23. TAX CONSEQUENCES. Each party has been advised by their respective attorneys to seek the advice of other qualified professionals concerning the tax and bankruptcy implications and consequences of this agreement and have received no such advice from their respective attorneys herein.

24. The parties desire that this agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

25. It is understood and agreed between the parties, as part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

26. It is understood and agreed between the parties that this agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporated into the final decree of divorce.

27. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may

have or hereafter acquire under the law of this or any other jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate, and this agreement applies to all property that either of them may acquire in the future.

28. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

29. 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 agreeement is fair and equitable and that it is being entered into voluntarily and with the advice of counsel.

THIS AGREEEMENT EXECUTED ON THE 14 DAY OF June 1999.

Geralynn Ruth Whitely

Perry Denton Whitely

NOTARY PUBLIC STATE OF TEXAS

Pam Belcher

My Commission Expires JAN. 25, 2003

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Pam Belcher a notary public in and for the State and County above Geralynn Ruth Whitely, the within named bargainer with whom I am personally acquainted or who by satisfactory evidence proved to me to be the person named herein, and who after being duly sworn acknowledged that she executed the foregoing agreement for the purposes stated therein.

Witness my hand in Nashville, Tennessee on this the 14 day of June 1999.

Pam Belcher
Notary Public

My commission expires: My Commission Expires JAN. 25, 2003

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Pam Belcher a notary public in and for the State and County above, Perry Denton Whitely, the within name bargainer with whom I am personally acquainted or who by satisfactory evidence proved to me to be the person named herein, and who after being duly sworn acknowledged that he executed the foregoing agreement for the purposes stated the
rein.

Witness my hand in Nashville, Tennessee on this the 14 day of June, 1999.

Pam Belcher
Notary Public

My Commission Expires JAN. 25, 2003

My Commission Expires: _____

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Wife, Geralynn Ruth Whitely, is hereby awarded a judgment against the Husband, Perry Denton Whitely, in the amount of thirteen thousand five hundred dollars ($13,500), said sum representing the Wife's share of the equity in the marital home which was to be paid by the Husband to Wife upon refinancing the mortage on said real property pursuant to the marital dissolution agreement entered herein but of which the Husband has paid only five hundred dollars ($500.00).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Wife be granted a lien against the marital real property, which is more particularly described below, in the amount of the aforementioned judgment of thirteen thousand five hundred dollars ($13,500.00) to secure said judgment and said lien shall be effected by filing a copy of this final judgment of divorce with the Davidson County Register of Deeds. Said lien shall be against the marital real property more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 44 on the plan of Timbertrail Subdivision, Section 4, of record in Book 5200, page 634 Register's Office for Davidson County, to which plat reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to Perry D. Whitely and Wife, Geralynn R. Whitely, by warranty deed from Mary T. Haley Green and Husband, Richard R. Whitely, dated October 25, 1993 and recorded on October 26, 1993 in Book 9126, Page 614, Register's Office for Davidson County, Tennessee.
>
> Being the same improved property commonly known as 1709 Autumn Ridge Drive, Nashville, Tennessee 37207.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the costs of this cause be and hereby are taxed to the Husband for which execution may issue if necessary.

The parties addresses are as follows: The Wife resides at 707A Old Due West, Madison, Tennessee 37115. The Husband resides at 1709 Autumn Ridge Drive, Nashville, Tennessee 37207.

Enter this the 11th day of October 1999.

Muriel Robinson
Circuit Court Judge

APPROVED FOR ENTRY:

Jeffrey S. Pulley, #13923
Attorney for the Wife
107 Music City Circle, STE 319
Nashville, Tennessee 37214
(615) 871-4777

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Judgment of Divorce has been mailed to the Defendant, Perry Denton Whitely, at his last known address, 1709 Autumn Ridge Drive, Nashville, Tennessee 37207 on this the 11th day of October 1999.

Jeffrey S. Pulley

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 11 day of OCTOBER , 19 99 , in the Case Number 99D1852 between WHITELY, GERALYNN RUTH Plaintiff, and WHITELY, PERRY DENTON Defendant, as same remains of record in Vol. 865 , Page 158576 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 26 day of OCTOBER 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