Instr:200001260008692 Page: 1 OF 20
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RECORD FEE: $82.00
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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1999 DEC 17 PM 4:16

RICHARD R. ROOKER, CLERK

D.C.

ANN CLEMENTS BORUM,	)	
	)	
Plaintiff	)	
	)	
v.	)	**Docket No. 99D-1476**
	)	**(Notice of Entry Required**
MICHAEL GLENN BORUM,	)	**Pursuant to T.R.C.P. Rule 58)**
	)	
Defendant	)	

FINAL DECREE

This cause came on to be heard on the 17th day of December, 1999, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff, the Marital Dissolution Agreement executed by the parties, and the record as a whole, upon which the Court found the parties have irreconcilable differences, and further that the Marital Dissolution Agreement is approved.

It is therefore **ORDERED, ADJUDGED, and DECREED** that the Plaintiff, Ann Clements Borum, is hereby awarded an absolute divorce from the Defendant, Michael Glenn Borum, on the grounds of irreconcilable differences, T.C.A. Section 36-4-103, and the parties are hereby restored to all rights and privileges of unmarried persons.

The Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties in a Marital Dissolution Agreement executed by these parties which is hereby approved and made the Order of this Court. The parties have no minor children. Said Agreement is as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY
AT NASHVILLE

FILED
1999 DEC 17 PM 4:16
RICHARD R. ROOKER, CLERK
D.C.

ANN CLEMENTS BORUM	)	
Plaintiff,	)	
Social Security No. [redacted]-8527	)	
	)	
VS.	)	**Docket No. 99D-1476**
	)	
MICHAEL GLENN BORUM	)	
Defendant.	)	
Social Security No. 415-74-1341	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between ANN CLEMENTS BORUM, referred to herein as Wife, and MICHAEL GLENN BORUM, referred to as Husband;

WITNESSETH:

WHEREAS, the Husband and Wife were married on October 3, 1970, and resided together in that relationship until January 1, 1995, when they were separated; and,

WHEREAS, the Wife has filed in the Circuit Court for Davidson County, Tennessee, a suit for divorce styled ANN CLEMENTS BORUM VS. MICHAEL GLENN BORUM, seeking an absolute divorce; and,

WHEREAS, the parties desire to enter into the following agreement as a complete and final settlement with respect to all questions of the division of their property, and their financial obligations;

NOW, THEREFORE, in consideration of these premises, the Husband and Wife agree as follows:

1. REAL ESTATE:

Husband has previously executed a quitclaim deed transferring to Wife his interest in the marital home located at 6 Wyndham Place, Nashville, TN to enable her to purchase an apartment located at 345 West Thirteenth Street, Apt. 3-A, New York, New York 10014.

A. The house and lot at 6 Wyndham Place, Nashville, TN previously titled to the parties as tenants by the entirety is awarded solely to the Wife and Husband is divested of all right title and interest in said property, and all right title, and interest in said property is vested solely in the Wife, including the proceeds of the sale of the home which is now on the market.

B. The parking lot referred to by the parties as 638 Fogg Street, Nashville, TN, titled in the names of the parties jointly is awarded solely to the Husband and Wife is divested of all right title and interest in said property, and all right title, and interest in said property is vested solely in Husband. Wife shall execute a quit claim deed transferring her interest in said property to Husband who shall be solely responsible for the payment of the mortgage to Herman A. Laghans and Hazel H. Langhans in the approximate principle sum of THIRTY-EIGHT THOUSAND DOLLARS ($38,000.00) for which he indemnifies Wife and holds her harmless for the payment thereof.

LAND IN Davidson County, Tennessee, being described as follows: follows:

TRACE No. I:

Being Lots No. 20 on the Plan of Ewing and Wetmore's Plan of Lots, of record in Book No. 14, Page No.'s 202 and 203, Register's Office for Davidson, County, Tennessee, to which Plan reference is hereby made for a more complete description.

TRACT No. II:

BEING Lot No. 21 on the Map of Ewing and Wetmore's Plan of Lots, of record in Book No 14, Pages No.'s 202 and 203, 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 Glenn Borum and Wife, Ann Clements Borum by Deed from Herman A. Langhans and Wife, Hazel H. Langhans, as of Record in Deed Book No. 10250, Page No. 128, Register's Office for Davidson County, Tennessee.

This is unimproved property, known as:

Map/Parcel No. 93-14-316 (638 Fogg Street, Nashville, TN 37203)

Map Parcel No. 93-14-317 (640 Fogg Street, Nashville, TN 37203)

C. The 17,000 square foot building and the lot referred to by the parties as 656 Fogg Street upon which the building is situated, titled in the names of the parties jointly, is awarded solely to the Husband and Wife is divested of all right title and interest in said property, and all right title, and interest in said property is vested solely in Husband. Wife shall execute a quit claim deed transferring her interest in said property to Husband who shall be solely responsible for the payment of the mortgage to Herman A. Langhans and Hazel Louise Langhans in the approximate principle sum of FOUR HUNDRED FIFTY THOUSAND FIVE HUNDRED ELEVEN DOLLARS ($450,511.00) for which he indemnifies Wife and holds her harmless for the payment thereof.

LAND in Davidson County, Tennessee, being described as follows:

TRACT No. I:

BEING Lots Nos. 13, 14, 15, and 16 on the Plan of Ewing and Wetmore's Addition, of record in Book No. 14, Page Nos.202 and 203, Register's Office for Davidson County, Tennessee.

BEGINNING on the northerly margin of Fogg Street, at a point 65 feet easterly from the easterly margin of 7th Avenue, South, formerly Stevenson Street or Avenue; Thence with the northerly margin of Fogg Street easterly 32 ½ feet; Thence northerly parallel with 7th Avenue, South, 130 feet more or less; to the southerly margin of an alley; Thence with the southerly margin of said alley westerly 32 ½ feet to a point 65 feet easterly from the easterly margin of 7th Avenue, South; Thence southerly 130 feet, more or less to the beginning.

TRACT No. II

BEING the west half of Lots Nos. 13, 14, 15, and 16 on the Plan of Ewing and Wetmore's Addition to Nashville, of record in Book No. 14, Page Nos. 202 and 203, Register's Office for Davids0n County, Tennessee.

SAID parts of said Lots from 32 ½ feet on the north side of Fogg Street and run back between parallel lines, along the east margin of an alley, 130 feet to another alley in the rear.

TRACT No. III:

BEING the west half of Lots Nos. 13, 14, 15, and 16 on the Plan of Ewing and Wetmore's Addition to Nashville, of record in Book No. 14, Page Nos.202 and 203, Register's Office for Davidson County, Tennessee.

FRONTING 65 feet on the north side of Fogg Street, and running back between parallel lines along Stevenson Avenue 130 feet to an alley 10 feet wide, containing nineteen hundredths (0.19) acres, more or less.

TRACT No. IV:

BEGINNING at an iron post in the west line of Seventh Avenue South, said iron post being fifty (50) feet northeastwardly from and at right angles to the centerline of the main track of the Chattanooga Subdivision of the Nashville, Division of the Seaboard System Railroad; Thence North 01 degrees 16 feet West along the west line of said Seventh Avenue South a distance of sixty-eight and twenty-one hundredths (68.21) feet to a railroad spike in the south line of a then foot alley; Thence South 88 degrees 44 feet West along the south line of said alley a distance of seventy-four and thirty-two hundredths (74.32) feet to an iron post, said post being fifty (50) feet northeastwardly from and at right angles to the centerline of said main tract; Thence South 48 degrees 43 feet 17 minutes East along a line fifty (50) feet northeastwardly from the parallel to the centerline of said main track a distance of one hundred and eighty-seven hundredths (100.87) feet to the point of beginning, containing 2,534.7 square feet.

TRACE No. V:

BEING Lot No. 17 on the plan of Ewing Wetmore and Other's Addition to South Nashville, of record in Book No. 13, Page Nos. 202 and 203, Register's Office for Davidson County, Tennessee described according to a survey by Ernest Davis, dated April 15, 1974, as follows:

BEGINNING at an iron pin at the intersection of the northerly margin of Fogg Street and the easterly margin of a 10 foot alley; Thence with the margin of said alley northerly 130 feet to an iron pin; Thence easterly 27 feet to an iron pin at the common rear corner of Lots Nos. 17 and 18, Thence with the line between said lots southerly 130 feet to an iron pin in the northerly margin of Fogg Street; Thence with the margin of said street, westerly 27 feet to the point of beginning.

BEING the same real property conveyed to Michael Glenn Borum and Wife, Ann Clements Borum by Deed form Herbert SA. Langhans and Wife Hazel Louise Langhans, as of Record in the Dee Book No. 10382, Page No. 940, Register's Office for Davidson County, Tennessee.

Subject to easement for storm sewer tunnel in Book No. 4090, Page 171, (as to Tract IV); Possible railroad charter right-of way; All matter on the Plan of Record.

This is improved property, known as:

Map/Parcel No. 93-14-320 (N/W Corner 7th Ave. S. Nashville, TN 37203)
Map/Parcel No. 93-14-321 (648 Fogg Street, Nashville, TN 37203)
Map/Parcel No. 93-14-321 (648 Fogg Street, Nashville, TN 37203)
Map/Parcel No. 93-14-323 (650 Fogg Street, Nashville, TN 37203)

D. The property referred to by the parties as 625 Fogg Street, titled in the names of the parties jointly, is awarded solely to the Husband and Wife is divested of all right title and interest in said property, and all right title, and interest in said property is vested solely in Husband. Wife shall execute a quit claim deed transferring her interest in said property to Husband who shall be solely responsible for the payment of the mortgage to Edward Quinn Warner in the approximate principle sum of THREE HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS FIVE HUNDRED THIRTY DOLLARS ($387,530.00) for which he indemnifies Wife and holds her harmless for the payment thereof. A partial release has been executed to release Wife from all liability on this note.

LAND in Davidson County, Tennessee being described as follows:

TRACT No. I:

BEING Lots Nos. 30, 31, 32, 33, and 34 on the plan of Ewing, Wetmore and Other's Addition to South Nashville of record in Book No. 14, Page Nos. 202 and 203, Register's Office for Davidson, County, Tennessee.

SAID Lots Nos. 30, 31, 32, and 33, front together 130 feet on the westerly side of Ewing Avenue and runs back between parallel lines 130 feet to an alley, the northerly line of said property running back with the southerly margin of Fogg Street and the southerly line of said property running back with the northerly margin of an alley. Said Lot No. 34 fronts 31 feet on

the southerly side of Fogg Street and runs back between parallel lines with the westerly margin of an alley 130 feet to an alley in the rear.

TRACT No. II

BEING Lot No. 35 on the Map of O. Ewing's Addition to Nashville, of record in Book No. 14, Pages Nos. 202 and 203, Register's Office for Davidson County, Tennessee.

SAID Lot No. 35 fronts 32 feet, more or less, on the south side of Fogg Street and runs back between parallel lines 130 feet to an alley in the rear.

BEING the same real property conveyed to Michael Glenn Borum and Wife, Ann Clements Borum, by Deed from Edward Quinn Warner and Wife, Betty Sue Warner, as of Record in Deed Book No. 10399, Page No. 471, Register's Office for Davidson County, Tennessee.

This is improved property, known as:

Map/Parcel No. 93-14-331 (631 Fogg Street, Nashville, TN 37203)
Map/Parcel No. 93-14-333 (633 Fogg Street, Nashville, TN 37203)

E. The 5,000 square foot building and the lot at 644 Fogg Street upon which the building is situated, titled in the names of the parties jointly, is awarded solely to the Husband and Wife is divested of all right, title and interest in said property, and all right, title, and interest in said property is vested solely in Husband. Wife shall execute a quit claim deed transferring her interest in said property to Husband who shall be solely responsible for the payment of the mortgage to David Langhans in the approximate principle sum of ONE HUNDRED THIRTY-TWO THOUSAND DOLLARS ($132,000.00) for which he indemnifies Wife and holds her harmless for the payment thereof.

LAND in Davidson County, Tennessee, being described as follows:

BEING Lots Nos. 18 and 19 on the Plan of Ewing and Wetmore's Plant of Lots, of record in Book No. 14, Page Nos. 202 and 203, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description.

BEING the same real property conveyed to Michael Glenn Borum and Wife, Ann Clements Borum, by Deed from David

Langhans and Wife, Nettie Y. Langhans, as of Record in Deed Book No. 10230 Page No. 134, Register's Office for Davidson County, Tennessee.

This is improved property, known as

Map/Parcel No. 93-14-318 (642 Fogg Street, Nashville, TN 37203)
Map/Parcel No. 93-14-319 (644 Fogg Street, Nashville, TN 37203)

F. Boat slip #S-13, Sapphire Beach Marina, St Thomas U.S. Virgin Islands, titled in the name of the Husband, is awarded solely to the Husband and Wife is divested of all right title and interest in said property, and all right title, and interest in said property is vested solely in Husband. Husband shall be solely responsible for the payment of the mortgage to Paul Sammis in the approximate principle sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) for which he indemnifies Wife and holds her harmless for the payment thereof.

Real property described herein as follows:

Marina Slip Condominium Unit No. S-13 (the "Slip Unit"), in the Project known as SAPPHIRE BEACH RESORT AND MARINA CONDOMINIUM, located at Parcel No. 11-I, 11-K, 16-1-5 & 11-M, Estate Smith bay, Nos. 1, 2, & 3 East End Quarter, St. Thomas, Virgin Islands.

As designated and described in the declaration of Condominium Establishing Sapphire Beach Resort and Marina, A Condominium, together with Exhibits, including the site plans and floor plans as amended from time to time; said Original Declaration dated November 2, 1987 (the "Original Declaration"), which Original Declaration established a plan for condominium ownership of the Property described below under the Condominium Act of the Virgin Islands (Chapter 33, Title 28, Virgin Islands Code, as amended); said Original Declaration was recorded in the Office of the Recorder of Deeds, St. Thomas Virgin Islands, on January 21, 1988, on Volume 31-N, Page 388, No. 24 and noted in Auxiliary Register 21 (h) at Page 202.

G. The apartment #3-A at 345 West Thirteenth Street, New York, New York, 10014, titled in the name of the Wife, is awarded solely to the Wife and Husband is divested of all right title and interest in said property, and all right title, and interest in said property is vested solely in Wife. Husband shall execute a quit claim deed transferring his interest in said property to Wife who

shall be solely responsible for the payment of the mortgage to Chase Manhattan Bank in the approximate principle sum of TWO HUNDRED FORTY THOUSAND DOLLARS ($240,000.00) for which she indemnifies Husband and holds him harmless for the payment thereof.

2. **PERSONAL PROPERTY:**

The parties have divided their personal effects, household furniture and furnishings in an equitable and mutually acceptable manner. All items in the possession of Wife, are her sole and separate property and Husband relinquishes and waives all rights to and ownership of said property. All items in the possession of Husband are his sole and separate property and Wife relinquishes and waives all rights to and ownership of said property.

3. **MOTOR VEHICLES:**

The 1994 Toyota Corolla titled in the name of the Husband individually shall be transferred to Molly Borum, the parties' daughter. There is no lien on said vehicle.

The 1994 Beneteau 35 foot Sailboat, titled in the name of the Husband is vested in the Husband and Wife is divested of any interest therein.

The 1999 Lexus RX300, titled in the name of the Wife is vested in the Wife and Husband is divested of any interest therein.

There are no liens on any of these vehicles.

4. **BANK ACCOUNTS:**

Each party is awarded any checking accounts in his/her individual name, free of any claim by the other. Wife is awarded as her sole and separate property all interest in the following accounts and Husband relinquishes and is divested of all rights to and ownership therein:

Chase Manhattan checking account #1219001685965

Husband is awarded as his sole and separate property all interest in the following accounts and Wife relinquishes and is divested of all rights to and ownership therein:

Bank of America checking account #0112771829

Hilliard Lyons checking account #41-16375971

Bank of America checking account #0114-03-8318 (Saphire Beach)

Bank of America checking account #0113860878 (Fogg property)

5. DEBTS:

There are no joint debts with the exception of those previously referred to in this document.

The Husband shall be responsible the payment of the following debts for which he indemnifies and holds Wife harmless for the payment thereof:

Any liability which he may incur as the result of co-signing a note to American Honda Finance, for which the outstanding balance is approximately FIVE THOUSAND DOLLARS $5,000.00, for purchase of a 1996 Honda Civic, titled to Jonah Borum, the parties' son.

AA Citibank Advantage VISA account #4128 0039 3488 4167

SunTrust VISA account #4229 4210 0185 5779

Premier Bank of Brentwood (Three Moons)

The Wife shall be responsible for the payment of the following debt for which she indemnifies Husband and holds him harmless for the payment thereof.

Bridge loan – to Premier Bank

Citibank VISA account # 5410 6540 4455 6618

Each parties shall be responsible for the payment of any debts incurred since the separation to which no specific reference is made in this agreement and each indemnifies and holds the other harmless for the payment of his or her individual debts.

If in connection with any joint federal income tax return heretofore or hereafter filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the party whose deduction, income, or misreporting resulted in the deficiency assessment. However any deficiency assessment resulting from the businesses, Chromotics or Borum Photographics Inc., shall be borne by the Husband.

6. **DISCHARGEABLE.** Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts, or payments and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation

under Title 11 U.S.C.A. Sec. 523(5), which is not dischargeable in Bankruptcy as to the other party. Any debt incurred by either party since their separation shall be their separate responsibility and they shall hold each other harmless from any liability thereon.

7. **RECOVERY.** In the event that a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this agreement, the party against which such claim is made shall be entitled to recover from the other 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.

8. **INVESTMENT ACCOUNTS**:

The following accounts shall be the sole and separate property of the Wife, and Husband relinquishes and is divested of all rights to and ownership of said accounts:

Kemper Funds 401K account #777843034

Hilliard Lyons IRA account #16374685

Schwab account #NV1728-2789

The following accounts shall be the sole and separate property of the Husband, and Wife relinquishes and is divested of all rights to and ownership of said accounts:

Kemper Funds 401K account #77784280

Hilliard Lyons IRA account #16375969

Hilliard Lyons joint investment account #41163757550 valued at approximately $14,320.00 shall be closed and the proceeds equally divided between the parties.

9. **STOCKS:**

Upon the entering of the final decree of divorce, Husband shall pay directly to Wife the sum of TWENTY-EIGHT THOUSAND DOLLARS ($28,000.00) for her marital interest in the stocks listed below, now owned by the parties either jointly or individually, which shall be the sole and

separate property of the Husband, and for which the Wife relinquishes and is divested of all rights to and ownership therof:

Dury's (Photo Technologies, Inc.) purchased October 24, 1990

Dury's (Photo Technologies, Inc.) purchased January 20, 1997

Deep Creek Design, Inc.

Wife is awarded the stock now titled in her name individually in Hindsight, Inc. Husband relinquishes and is divested of all rights to and ownership of said stock.

Husband is awarded the stock now titled in his name, individually in Hindsight, Inc. Wife relinquishes and is divested of all rights to and ownership of said stock.

Husband is awarded the stock now titled in his name, individually in Three Moons LLC. Wife relinquishes and is divested of all rights to and ownership of said stock.

10. INSURANCE POLICIES:

Wife is awarded Northwestern Mutual Insurance Company policy #10752069. Husband relinquishes and is divested of all rights to and ownership of said policy.

Husband is awarded Northwestern Mutual Insurance Company policy #9086363. Wife relinquishes and is divested of all rights to and ownership of said policy.

11. LOANS OWED TO HUSBAND:

Wife relinquishes and is divested of all right to and ownership of the proceeds resulting from the repayment of the following debts owed to the Husband, individually.

Debt owed by Mark Borum in the amount of $30,000.00

Debt owed by Neil Borum in the amount of $12,000.00

Debt owed by Photo Technologies, Inc. in the amount of $36,636.00

12. BUSINESS OWNED BY THE PARTIES JOINTLY:

The parties each own one-half the total shares of stock in Borum Photographics, Inc., a family corporation, known and doing business as Chromatics. The parties have agreed, upon the execution of this Marital

Dissolution Agreement and a separate contractual agreement and the consideration therein, that Husband shall own as his sole and separate property all of the stock of said corporation. The one-half the total shares of stock in Borum Photographics, Inc. which are now titled in the name of the Wife shall be transferred to Husband on the date of divorce in consideration of this settlement for which Wife relinquishes and is divested of all right to and ownership of said stock or business upon the payment to her of a lump sum payment as set forth in a separate contractual agreement of even date and including other consideration to the Wife resulting from the transfer of Wife's interest in the business.

13. **PRIVACY OF TERMS.** The parties agree that they will not divulge the terms of the separate contractual agreement, referenced in Paragraph 12 of this agreement, except to family members and/or for the purpose of enforcement of the terms of said agreement.

14. ALIMONY:

Each of the parties waives the right to receive alimony from the other.

15. REPRESENTATION, ATTORNEY'S FEES, EXPENSES AND COSTS:

Court costs shall be paid by the parties equally. Wife has been represented by DOT DOBBINS and Husband has been represented by HELEN ROGERS in the preparation and negotiation of this settlement agreement and in this matter. Each party shall pay all legal attorney fees, and any other professional fees, incurred by him and by her respectively in regards to this divorce case. The parties acknowledge that neither is relying on any tax advice of their respective attorneys and that they have been advised to seek counseling from an accountant or tax attorney regarding the terms of this agreement. Upon the entry of a final decree of divorce, the attorneys of record in this cause will be released from further responsibility in this action and shall be released as surety for any future costs. Court cost will be equally divided by the parties.

16. FUTURE INDEBTEDNESS:

From the date of the execution of this agreement, neither party will incur any indebtedness upon the credit of the other. Should this covenant be violated and one party is required voluntarily or involuntarily to pay a debt incurred by the other, the party who makes such payments shall be entitled to indemnity from the other party for all legal obligations paid, including the amount paid, reasonable attorneys' fees actually incurred and interest actually paid, not to exceed the maximum rate allowed by law.

17. OTHER PROPERTY, INCOME OR ASSETS:

Any income or assets acquired by either of the parties since the separation of the parties, or any other asset that is listed solely in the name of either party is vested to the party who acquired such asset and the other party is divested of an claim he or she would have in said property.

18. SEVERABILITY:

In the event any provisions of this Agreement shall be invalid or determined invalid by a court of competent jurisdiction, such invalid provision shall not effect the other provisions of this Agreement, said provisions being severable.

19. 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 represents a division of property by co-owners.

20. NO INTERFERENCE: It is agreed between the parties that each party shall be free from interference, authority and control, direct or indirect by the other as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest, threaten, harass, nor compel or endeavor to compel, the other to cohabit or dwell with him or her.

21. **COOPERATION.** Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing which shall reasonably be required for the purposes of effectuating the provisions and intent of this Marital Dissolution Agreement.

22. **TORT CLAIMS.** The parties further agree that by execution of this Marital Dissolution Agreement, they are releasing, discharging and forever barring any possible tort claims which they may have against each other including any tort claims arising from any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

23. **FULL DISCLOSURE.** The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have the right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this agreement.

24. **RELINQUISH.** Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executor, administrator, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and

rights in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

25. FINAL JUDGMENT. The parties desire that this Marital Dissolution Agreement be incorporated as a part of any final judgment of divorce that may hereafter be entered in the Fourth 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.

26. WARRANTY. This Marital Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understandings between them, other than those agreements and understandings expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them, other than those expressly mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

27. COERCION. The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The parties have been represented by their respective attorneys in connection with the negotiation and preparation of this Marital Dissolution Agreement. Each party acknowledged that he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement and further agrees to be responsible for attorney's fees and court costs if it is necessary for the other to file suit to enforce the agreement.

28. JURISDICTION. The parties acknowledge that Husband is a Tennessee resident. Neither personal service of process nor service of process by publication shall be required. The signing of this Marital

Dissolution Agreement by both parties before a notary public shall be in lieu of service of process and shall constitute a general appearance before the Court which shall give the Court personal jurisdiction over the Defendant/Husband for the purpose of granting a divorce on the ground of irreconcilable differences and any requirement for him to file an answer to the complaint filed by the Wife is hereby waived.

IN WITNESS WHEREOF, Husband has signed this Marital Dissolution Agreement on December 17, 1999, and Wife has signed this Marital Dissolution Agreement on December ____, 1999.

ANN CLEMENTS BORUM **MICHAEL GLENN BORUM**

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ANN CLEMENTS BORUM, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within agreement for the purposes therein contained. Witness my hand and official seal, this 17TH day of December, 1999.

Ellen S McDaniel
Notary Public

My commission expires: January 29 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MICHAEL GLENN BORUM, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within agreement for the purposes therein contained. Witness my hand and official seal, this 17TH day of December, 1999.

Ellen S. McDaniel
Notary Public

My commission expires: January 29, 2000

It is **ORDERED, ADJUDGED and DECREED** that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

Plaintiff is restored to her maiden name of Ann Dobson Clements.

The final costs of this cause are assessed equally to the parties, for which execution may issue if necessary.

Entered this 17th day of Dec, 1999.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

DOBBINS & VENICK

By: Dot Dobbins #2510

Attorney for Plaintiff
2100 West End Avenue, Suite 1160
Nashville, Tennessee 37203
(615) 321-5659

Helen S. Rogers, #7025

Counsel for Defendant
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600

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 17 day of DECEMBER , 1999 , in the Case Number 99D1476 between BORUM, ANN CLEMENTS Plaintiff, and BORUM, MICHAEL GLENN Defendant, as same remains of record in Vol. 963 , Page 176657 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 13 day of JANUARY in the year two thousand and in the 224th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

