PICK-UP

FILED
1998 NOV 24 PM 1:15
RICHARD R. ROOKER, CLERK
B Murray D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY LUE McMAHAN
333 Rio Vista Dr., Apt. C-3
Madison, TN 37115

Wife,

VS.

NO: 98D-1800

FRANK EDWARD McMAHAN
228 Hickory Street
Madison, TN 37115

Husband.

Instr:200002140014473 Page: 1 OF 7
REC'D FOR REC 02/14/2000 9:17:08AM
RECORD FEE: $30.00
M. TAX: $0.00 T. TAX: $0.00

FINAL DECREE OF DIVORCE

It appearing to the Court that a Complaint for Absolute Divorce was filed in this matter on the contested docket and that the parties have entered into a notarized Marital Dissolution Agreement and a Parenting Plan. The Court finds that the parties have irreconcilable differences. The Court further finds that the Marital Dissolution Agreement and Parenting Plan make adequate and sufficient provision for the custody and maintenance of the minor child of the parties and for the equitable settlement of any property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Wife, MARY LUE McMAHAN, be and she hereby is awarded an absolute divorce from the Husband, FRANK EDWARD McMAHAN, and the parties are 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 incorporated herein as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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98 OCT 29 PM 2:57
RICHARD R. ROOKER, CLERK
B. Rowlett D.C.

MARY LUE McMAHAN, 333 Rio Vista Drive, Apt. C-3 Madison, TN 37115 Wife, VS. FRANK EDWARD McMAHAN, 228 Hickory Street Madison, TN 37115 Husband.	)	NO: 98D-1800

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of October, 1998, by and between MARY LUE McMAHAN, hereinafter referred to as "Wife" and FRANK EDWARD McMAHAN, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce styled Mary Lue McMahan vs. Frank Edward McMahan, bearing Docket No. 98D-1800; and

WHEREAS, the parties hereto are Husband and Wife, having been married on March 7, 1980 in Davidson County, Tennessee; and

WHEREAS, it is the desire of the parties to enter into an Agreement, under which the rights and responsibilities as to their minor child and their rights and responsibilities as to their financial and property rights, and all other respective rights, remedies, privileges and obligations to each other, arising out of the marriage relation, or otherwise, shall be fully prescribed thereby; and

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all of the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this Agreement, to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable and to her/his respective individual best interest; and

WHEREAS, it is understood by both parties that the terms of this Agreement as to the disposition of the property of the parties are to be incorporated into the Final Divorce Decree and that said Agreement is to be a complete and full settlement of their property rights. This Agreement is not intended, nor shall it be construed to be an Agreement for divorce. It is agreed between the parties that this Agreement may be submitted to the Court for approval and be made a part of the Final Decree of Divorce. Each party hereby waives any right to apply to the Court for modification of this Agreement prior to the Final Decree of Divorce;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties hereby contained, the parties agree and covenant as follows:

1. Child Custody, Support and Visitation: See Parenting Plan filed herewith.

2. Real Property: The parties own two tracts of real property, to wit: a house and lot located at 228 Hickory Street, Madison, TN 37115, of record in Deed Book 7917, Page 53, Register's Office for Davidson County, Tennessee; tract of land in Westmoreland, Tennessee, containing 20 acres more or less of record in Deed Book 143, Pages 173-76, Register's Office for Macon County, Tennessee. The parties hereby agree that all of Wife's right, title and interest in said properties shall be divested out of her and vested solely in Husband and Husband shall pay to Wife a lump sum payment in the amount of $10,000.00 in exchange for her interest in said properties.

3. Automobiles: Husband agrees and does hereby transfer all of his right, title and interest in and to the 1998 Toyota Camry automobile to Wife and Wife agrees and does hereby transfer all of her right, title and interest in and to Husband's motorcycle collection containing ten (10) motorcycles, the 1979 Ford F-100 pickup truck, the 1971 Monte Carlo automobile, and

the 1996 Honda Shadow automobile to Husband. Each of the parties hereby agree to indemnify and hold harmless the other party from any liability for the indebtedness owing on said vehicles, if any.

4. Household Furnishings and Personal Property: The parties have already divided the household furnishings and personal property of the parties to the satisfaction of each of the parties and Husband hereby agrees to store Wife's stove, washer and dryer until further arrangements can be made by Wife.

5. DEBTS: The Wife shall be responsible for the payment of the AVCO indebtedness on which there is an approximate balance of $14,000.00 and the Sears Charge Card on which there is an approximate balance of $270.00. Any and all debts incurred by either of the parties from and after this date shall be his or her sole obligation to satisfy and each of the parties hereto shall forever indemnify and hold the other harmless from any and all liability for said separate obligations.

6. The parties shall be equally responsible for the payment of all costs, including Wife's attorneys fees.

7. The Wife shall be granted a divorce on the ground of irreconcilable differences.

8. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, 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 whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and expenses incurred in defending the creditor's claim, including reasonable attorney's fees. The assumption of any above-stated indebtedness and all other indebtedness outlined in this Marital Dissolution Agreement by each party shall be considered a duty directly related to spousal support, alimony, child support and maintenance, and it shall not be considered dischargeable in any bankruptcy proceeding by one party against the non-bankrupt spouse so as to allow a third party creditor to claim against the non-bankrupt spouse.

9. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of the extent and probable value of all of the property and estate of the parties jointly and severally and each of the parties hereby forever

releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate, whether real, personal, tangible, intangible or mixed, either now owned or hereafter acquired of or by the other party except as he or she may be bound by the promises and covenants contained in this Agreement.

THIS AGREEMENT contains the entire agreement of the parties, who acknowledge that there have been and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date first written above.

Mary Lue McMahan
MARY LUE McMAHAN

Frank E McMahan
FRANK EDWARD McMAHAN

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for the aforesaid State and County, MARY LUE McMAHAN, the within named Bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

This 2nd day of October, 1998.

Ella W. Woodall
Notary Public

My Commission Expires: 7-18-99

ELLA W. WOODALL NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

STATE OF TENNESSEE)

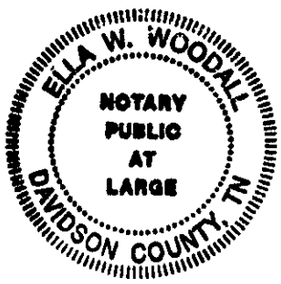
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for the aforesaid State and County, FRANK EDWARD McMAHAN, the within named Bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Enter this 22nd day of October, 1998.

Ella W. Woodall
Notary Public

My Commission Expires: 7-18-99



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 24 day of NOVEMBER , 1998 , in the Case Number 98D1800 between MCMAHAN, MARY LUE Plaintiff, and MCMAHAN, FRANK EDWARD Defendant, as same remains of record in Vol. 388 , Page 71219 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 25 day of JANUARY in the year two thousand and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk