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DONNA FAYE (FRAZIER) MCAMIS Plaintiff Social Security No. [redacted]2-2934	)	IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE DOCKET NO. 97 D 2279
VS.	)	
MICHAEL ANDREW MCAMIS Defendant Social Security No. [redacted]2-3141	)	

FINAL DECREE OF DIVORCE

This matter is before this Court on December 2, 1997 upon the original Complaint seeking an absolute divorce, Marital Dissolution Agreement, waiver of service of process to notice by U. S. Mail, Order setting the case for hearing with service by U. S. Mail, testimony of the Plaintiff, Donna Faye McAmis, and from all of which this Court finds that no minor children were born of this marriage, the Marital Dissolution Agreement is a fair and equitable division of the parties' property, and that the Plaintiff is entitled to an absolute divorce upon grounds of irreconcilable differences, all in accord with the Marital Dissolution Agreement incorporated herein in its entirety, to wit:

Instr:200004110036698 Page: 1 OF 8
REC'D FOR REC 04/11/2000 4:19:43PM
RECORD FEE: $34.00
M. TAX: $0.00 T. TAX: $0.00

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made on this 31st day of July, 1997, by and between Donna Faye (Frazier) McAmis, hereinafter called the "Wife" and Michael Andrew McAmis, hereinafter called the "Husband".

Whereas the parties are married, with Wife to will for a divorce in the Circuit Court for Davidson County, Tennessee, upon such filing, NO. 97 D 2279; and

Whereas, both parties are desirous of settling such issues and controversies in connection with any divorce case now or hereafter pending between said parties relating to property rights, alimony, and child support.

Now therefore, in consideration of the terms, covenants and provisions hereinafter set forth, husband and wife agree as follows:

1. That this agreement shall become binding upon the parties and their respective legal representatives, successors and assigns immediately upon being signed by the parties hereto and will remain in effect subsequent to the granting of a decree of absolute divorce to either party, and by execution of this Agreement both parties waive service of process and agree to accept U.S. Mail Notice hereinafter.

2. Following execution of this agreement, neither party shall be authorized to act as agent for the other in any transaction other than those specifically provided for in this agreement and each agrees that he or she will not incur any debts or obligations for which the other shall be liable or responsible and each agrees to indemnify and hold the other party harmless against any and all debts or obligations made or incurred by him or her after the date of this agreement unless otherwise specified in this agreement.

3. Each party expressly agrees that he or she has entered into this agreement after mutual considerations, that consent to the execution of this agreement has not been obtained by duress, fraud, or undue influence of any persons, and that no representations of fact have been made by either party to the other, except as herein expressly set forth, and that each has full knowledge of the business and affairs and nature, extent and value of the separate property of the other and that this agreement is fair and reasonable.

4. Each of the parties agrees to execute and deliver to the other party any documents that may be reasonably required to accomplish the

intention of this agreement and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner, and with such force and effect as shall be necessary to effectuate the terms of this agreement.

5. The parties expressly agree that this agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

6. This agreement supersedes any and all prior agreements between the parties respecting property rights of the parties.

7. Wife shall obtain an absolute divorce under the statutory grounds of irreconcilable differences pursuant to provisions of Tennessee Code Annotated Section 36-4-101(11).

8. No Interference. 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. Neither shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her.

9. Tax Exempt Status. If this agreement contains a transfer of appreciated property between spouses in connection with a divorce, same is not a sale or exchange or other disposition but is proportional division of property of co-owners.

10. Minor Children: The parties have no minor children.

11. Real Property: The parties jointly own as tenants by entirety real property located at 247 Tanksley Avenue, Nashville, Davidson County, Tennessee, with an approximate fair market value of $58,000.00. They have a mortgage loan with an approximate balance of $28,000.00 to Colonial Mortgage Company. Husband will transfer his interest in such property to Wife in lieu of Alimony, since he has present earning capacity approximately twice that of the Wife. Husband will retain for a period of five (5) years an equitable interest valued at $5,000.00 in the event of sale by Wife within five years of the execution of the Deed from Husband to Wife. The Deed of Transfer will reflect the $5,000.00 equitable interest with a specified day of expiration therein.

Wife will hold Husband harmless as to the present mortgage holder, and she will attempt to refinance the real property to clear Husband's equitable interest. Husband acknowledges that Wife may not be able to refinance due to her limited income capability, and he further agrees that he will forfeit all

right to compell a sale or refinance of the property during the five year period.

12. The parties acknowledge that they own certain items of personal property which they used to furnish and maintain a residence including but not limited to furniture, appliances and decorations. The parties agree that they have divided same by agreement.

The parties own various automobiles and agree that same shall be divided as follows with each agreeing to execute any necessary transfer documents to vest title to same in the sole name of the party receiving same under this Agreement.

a. To Wife - 1993 Ford Truck VIN 1FTCR10A7PUC97692

b. To Husband - 1996 Ford VIN 1FTDF15N3GPB97614

Each party shall be solely responsible for any debt associated with said vehicle and will take all necessary steps to hold the other harmless from any creditor due to the said indebtedness and upon request shall execute any documents of title required to accomplish full transfer.

That the parties have certain outstanding debts and each agrees to be responsible for any debt they have undertaken in their names

The parties agree to file separate tax returns. That in the future Husband and Wife shall each file separate tax returns and that Husband shall have the benefit of any tax deduction for the parties' minor children.

Each party agrees that neither shall have any interest in the profit sharing, pension, IRA, 401K Plan, or retirement benefits of the other without limitation.

13. The parties agree that they shall be equally responsible for their own attorney's fees incurred in this cause.

14. The Husband agrees to pay the court costs incurred in this cause.

15. 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 them of the extent and probable value of all property and estate whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party except as he or she may be bound by the promises or covenants contained in this Agreement.

16. Insurance: The parties acknowledge that all life insurance owned by the parties is term insurance and has no cash value. The parties agree that each shall be responsible for providing their own health insurance.

17. Acceptance by the Parties: With respect to each party's responsibility for the 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 nondischargeable debt under 11 USC Section 523 (f) of the Bankruptcy Code, this obligation being part of the final financial support settlement of both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

In the event 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 whom 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

18. Non-Compliance by Either Party: Should either party incur any expenses 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 fees and suit expenses to the non-defaulting party.

Further, no breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach of any of the terms of this agreement.

19. Additional Instruments: Both parties agree to sign any and all deeds, titles, documents and instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

20. This agreement, if and when approved by the Circuit Court of Davidson County,Tennessee, or any other Court of competent jurisdiction in Tennessee, shall be incorporated into any Final Decree of Divorce which might be granted to the parties, or either of them, and shall operate as a full and final settlement and adjudication of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might hereafter accrue to either in the future, except as otherwise herein provided. Specifically included in this agreement are any and all claims for support, maintenance, alimony, attorney fees,

dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the part or estate of the other.

IN WITNESS WHEREOF, the parties have set their signatures on this 31st day of July, 1997 as to the Husband and on the 31st day of July, 1997 as to the Wife.

Michael Andrew McAmis 12 2 97

Husband, Michael Andrew McAmis

Donna McAmis 12-2-97

Wife, Donna Faye McAmis

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, the undersigned Notary Public, John C. Hess, the within named Michael Andrew McAmis with whom I am personally acquainted or himself proved to me on the basis of satisfactory evidence and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 31st day of July, 1997.

NOTARY PUBLIC
My Commission Expires: 7-25-98

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, the undersigned Notary Public, John C. Hess, the within named Donna Faye McAmis with whom I am personally acquainted or proved herself to me on the basis of satisfactory evidence and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 31st day of July, 1997.

NOTARY PUBLIC
My Commission Expires: 7-25-98

It is hereby ORDERED, ADJUDGED, AND DECREED, that the Plaintiff, Donna Faye McAmis, is granted an absolute divorce from Michael Andrew McAmis, and the bonds of matrimony are hereby permanently and forever dissolved.

It is further ORDERED that the terms of the Marital Dissolution Agreement are hereby incorporated in their entirety, and that Michael Andrew McAmis is hereby totally and completely divested of all legal title and interest in all personal property in the possession of Donna Faye McAmis, and that Donna Faye McAmis is hereby totally and completely divested of all legal title and interest in all personal property in the possession of Michael Andrew McAmis.

It is further ORDERED that the complete title and interest in real property commonly known as 247 Tanksley Drive, Nashville, Tennessee, is hereby vested in Donna Faye McAmis, and Michael Andrew McAmis is hereby totally and completely divested of all title and interest in said real property.

It is further ORDERED that the costs of this cause shall be paid by the Defendant, Michael Andrew McAmis, for which execution may issue if necessary.

Entered this 2nd day of Dec, 1997.

Muriel Robinson, Judge

APPROVED FOR ENTRY:

John C. Hess
Attorney for Donna McAmis
278 Franklin Road, Suite 101
Post Office Box 1064
Brentwood, TN 37024
(615) 371-0302
TBN 002412

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 2d day of December, 1997, a true and complete copy of this Final Decree was served upon MICHAEL A. MCAMIS, 1075 EWING LANE, LAVERGNE, TN 37086, by U.S. Mail, postage prepaid.

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 02 day of DECEMBER , 1997 , in the Case Number 97D2279 between MCAMIS, DONNA FAYE (FRAZIER) Plaintiff, and MCAMIS, MICHAEL ANDREW Defendant, as same remains of record in Vol. 275C , Page 1706 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 11 day of APRIL in the year two thousand and in the 224th year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL

By _____
Deputy Clerk