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REC'D FOR REC 05/03/2000 2:11:15PM
RECORD FEE: $42.00
M. TAX: $0.00 T. TAX: $0.00

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RICHARD R. ROOKER, CLE

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Bernadine T. Stone-Oden,)
PLAINTIFF,)
VS.) NO. 98D-2936
McDonald Oden,)
RESPONDENT,)

FINAL DECREE

This cause came to be heard on the 28th day of January, 2000, before the Honorable Muriel Robinson, Judge, upon the complaint for absolute divorce filed by the Plaintiff, the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties which the Court finds makes a fair and equitable division of the parties' jointly owned property, testimony of the Wife, and the entire record in this cause, from all of which it appears to the Court that the Plaintiff should be awarded an absolute divorce from the Defendant upon the grounds of irreconcilable differences. It further appears that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that the current address of the Wife is 4405 Summertime Drive, Nashville, Tennessee, 37202; and that the current address of the Husband is P.O. Box 184, Spring Hill, Tennessee, 37174.

IT IS THEREFORE, ORDERED that the Plaintiff be and she hereby is awarded an absolute divorce from the Defendant upon the grounds of irreconcilable differences, is restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

2000 JAN 28 PM

RICHARD R. ROOKER.

BERNADINE T. STONE-ODEN)
PLAINTIFF)
VS.) NO. 98D-2936
MCDONALD ODEN)
RESPONDENT)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Bernadine T. Stone-Oden, (hereinafter referred to as "Wife") and McDonald Oden, (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings against the Husband, same being Civil Action No. 98D-2936 in the Fourth Circuit Court for Davidson County, Tennessee; and

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, support obligations and obligations for payment of debts, 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 their property and other matters of concern.

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. The Wife shall proceed to trial and be granted a divorce against the Husband on the grounds of irreconcilable

differences. Both parties shall be restored to all the rights and privileges of unmarried persons.

2. The Wife shall be awarded all right, title, and interest in and to the real property located at 4405 Summertime Drive, Nashville, Tennessee 37027, with a legal description as follows:

> Land in Davidson County, Tennessee, being Lot No. 146 on the Plan of Quail Ridge Subdivision, Section One, recorded in Book 6250, Page 396, Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate legal description. Being the same property conveyed to Bernadine T. Stone by deed from Celebrations Unlimited, Inc. of record in Book 8366, Page 717, Register's Office for Davidson County, Tennessee.

The Wife shall be solely responsible for payment of the mortgage thereon, holding the Husband harmless from repayment thereof.

3. The Wife shall be awarded all right, title, and interest in and to all funds in her John Hancock Individual Retirement Account, as well as in her mutual funds account with John Hancock, free and clear of any claims thereto of the Husband. The Wife shall also be awarded all right, title, and interest in and to all funds located in her Blue Cross/Blue Shield 401(k) account and her FAIR account, free and clear of any claims thereto of the Husband.

4. The Wife shall be awarded possession of the 1996 Bonneville leased automobile, and she shall be solely responsible for payment of the remaining lease payments thereon, holding the Husband harmless from repayment thereon.

5. The Husband shall be awarded all right, title, and interest in and to the 1996 Jeep automobile in his possession, free and clear of any claims thereto of the Wife, and he shall be solely responsible for payment of the remaining indebtedness thereon, holding the Wife harmless.

6. The Husband shall be awarded all right, title, and interest in and to his Roadway pension, free and clear of any claims thereto of the Wife.

7. The Husband shall be solely responsible for payment of his student loan, any and all credit card accounts in his name,

any indebtedness owed by him to a previous landlord, and any indebtedness owed by him to any check cashing companies, holding the Wife harmless from repayment thereon. Each party shall be awarded all right, title, and interest in and to all funds in their respective checking accounts, free and clear of any claims thereto of the other party.

8. Each party shall be awarded all items of furniture and household furnishings in their respective possession, free and clear of any claims thereto of the other party.

9. The Husband shall take all necessary steps to have the Wife continue to be covered under his medical insurance policy following the entry of the final decree of divorce herein under the COBRA plan, including providing her with all necessary information and documents in order that she may do so. The Wife shall be solely responsible for payment of the premiums for her medical insurance coverage, holding the Husband harmless thereon.

10. The Wife shall be restored to her previous name of Bernadine T. Stone.

11. Each party shall be responsible for payment of their respective attorney's fees. The costs of this cause shall be divided equally between the parties.

12. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. §523(5) which is not dischargeable in bankruptcy as to the other party.

13. 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 any expenses incurred in defending the creditor's claim, including reasonable

attorney's fees.

14. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

15. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

16. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to 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 except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

18. 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.

19. The parties warrant and represent that they have

made full disclosure to each other of all assets in which they have an interest.

20. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, of 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 Agreement is fair and equitable and that it is being entered into voluntarily.

21. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

22. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

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

24. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

25. The parties agree that all alimony and/or child support or other payments which may be still owing by one party to the other at the time of his or her death shall continue beyond his or her death and shall be debts and obligations which shall be binding on and payable by his or her estate, heirs and executors as if he or she were still living.

26. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding joint indebtedness other than that specifically set out herein. However, in the exception of the indebtedness specifically set out herein, in the event that any other indebtedness exists, whoever incurred such

indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

BERNADINE T. STONE-ODEN

MCDONALD ODEN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, Bernadine T. Stone-Oden, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this the 17 day of December, 1999.

NOTARY PUBLIC

My Commission Expires: My Commission Expires MAR. 29, 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, McDonald Oden, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this the 17 day of December, 1999.

NOTARY PUBLIC

My Commission Expires: My Commission Expires MAR. 29, 2003

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall be divested of and the Wife shall be reinvested in all right, title and interest in and to the real property located at 4405 Summertime Drive, Nashville, Tennessee 37207 and described as follows:

Land in Davidson County, Tennessee, being Lot No. 146 on the Plan of Quail Ridge Subdivision, Section One, recorded in Book 6250, Page 396, Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate legal description. Being the same property conveyed to Bernadine T. Stone by deed from Celebrations Unlimited, Inc., of record in Book 8366, Page 717, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED that the costs of this cause are to be equally divided between the parties.

Entered this 28th day of Jan., 2000.

JUDGE

APPROVED FOR ENTRY:

Kathryn G. Brinton

Kathryn G. Brinton (#10232)
Attorney for Plaintiff
Post Office Box 121857
Nashville, TN 37212
(615) 244-4270

by R.P.

Rose Palermo

Rose Palermo (#3330)
Post Office Box 121857
Nashville, TN 37212
(615) 244-4270

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed to the Defendant at P.O. Box 184, Spring Hill, Tennessee 37174, on this the 28 day of January, 2000.

Rose Palermo

Rose Palermo

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 28 day of JANUARY , 2000 , in the Case Number 98D2936 between ODEN, BERNADINE T. STONE Plaintiff, and ODEN, MCDONALD Defendant, as same remains of record in Vol. 1016 , Page 186310 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 10 day of MARCH in the year two thousand and in the 224th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

