PICK-UP

FILED
98 NOV 17 AM 10:20
RICHARD R. ROOKER, CLERK
B Murray D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

TRAVIS WEYLAN WEBB, Plaintiff,	)	
vs.	)	Docket No. 98D-2234
ERICKA LYNNEAN WEBB, Defendant.	)	

Instr:200005190050361 Page: 1 OF 11
REC'D FOR REC 05/19/2000 11:06:57AM
RECORD FEE: $46.00
M. TAX: $0.00 T. TAX: $0.00

FINAL DECREE OF DIVORCE

This cause came to be heard on the 17th day of November, 1999, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Nashville, Davidson County, Tennessee, upon the Husband's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Plaintiff, TRAVIS WEYLAN WEBB, should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the Plaintiff, TRAVIS WEYLAN WEBB, should be and is hereby granted an absolute divorce from the Defendant, ERIKA LYNNEAN WEBB, upon the grounds of irreconcilable differences, and that he should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

FOURTH CIRCUIT

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
98 JUL 27 PM 3:23
RICHARD R. ROCHER, CLERK
B Murray D.C.

TRAVIS WEYLAN WEBB
Social Security No. [redacted]6384

Plaintiff,

v.

ERIKA LYNNEAN WEBB
[redacted]. 569-91-7681

DOCKET NO. 98D-2234

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Erika Lynnean Webb, hereinafter referred to as the "Wife", and , Travis Weylan Webb, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and

WHEREAS, it is understood that the Husband will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Wife, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Wife in this cause, for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and

WHEREAS, there are no children born of this marriage; and

WHEREAS, the parties own some real property located in Davidson County, Tennessee, but no other, and some items of personal property; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and 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 nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE.

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Husband shall keep as his sole property the 1995 Mercury Cougar which he drives as his vehicle, titled in the Husband's name. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

It is further agreed by and between the parties that the Wife shall keep as her sole property the 1992 Ford Explorer which she drives as her vehicle, titled in the Wife's name. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

b) Division of Marital Property. It is agreed by and between the parties that the marital property shall be divided as follows:

Marital Property to the Wife:

Refrigerator
Guest Bedroom King Bed
Den Couches
Book Shelf
Den Entertainment Center
Packard Bell 100MKZ Computer
½ of all Kitchenware
½ of all Linens and Towel Sets
Kitchen Table w/Four Chairs
19-Inch Televisions (2)
Kettle Bar-B-Q Grill
Sony Cordless Phones (2)
½ of all Luggage
Bedroom Dresser

Marital Property to the Husband:

Living Room Furniture
Master Bedroom Bed and One Nightstand

27" Television Set (1)
Mini Shelf Stereo
Stereo Surround Sound System, 2 CD Racks and all CD's
½ of all Luggage
HP Pavilion Computer System
2-Line Cordless Phone, Den Phone, and Answering Machine
All Lawn and Garden Equipment
½ of all Kitchenware
½ of all Linens and Bath Towels
Bar-B-Q Smoker
Guest Bedroom Queen Bed
Washer and Dryer

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they have no joint bank accounts.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Wife shall relinquish any interest that she might have in the real property owned by the parties located at 201 Dry Creek Pointe, Goodlettsville, Davidson County, Tennessee, and more particularly described below, so that the Husband shall own this property free and clear of any interest or claim of the Wife and any interest of the Wife shall be divested from her and reinvested in the Husband. The property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 16 on the Plan of Dry Creek Pointe, Section I of record in Plat book 7900, Page 737, Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to grantors by deed being recorded simultaneously herewith.

It is further agreed by and between the parties that the Husband shall be solely responsible for the encumbrance on the aforesaid real property and that he shall indemnify and hold the Wife harmless thereon. It is further agreed that the Husband shall have ninety (90) days from the date of the Final Decree of Divorce in which to have the Wife's name removed from the mortgage on said real property.

V. RETIREMENT PLANS.

The parties acknowledge that they have each acquired an interest in a retirement/pension/profit sharing plan as a result of their employment. It is agreed by and between the parties that each party shall relinquish any claim or interest that they might have in the retirement/pension/profit sharing plan of the other. It is agreed by and between the parties that the interest of one party in the retirement/pension/profit sharing plan of the other party shall be divested from him or her and reinvested in the other, so that each party shall own their retirement/pension/profit sharing plan as their sole property, free and clear of any interest or claim of the other.

VI. MARITAL DEBTS.

It is agreed by and between the parties that each party shall be solely responsible for any debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The Husband agrees that he shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 1997. Husband further agrees to indemnify and hold Wife harmless for any such joint debt.

The parties agree that each shall file a separate income tax return for the 1998 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 1998 tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and 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 others property, including without limitation, dower, courtesy, 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/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than

those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

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 Agreement is fair and equitable and that it is being entered into voluntarily.

XIX. SEVERABILITY.

In the event that 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.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXI. 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(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for 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.

XXII. 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.

XXIII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

XXIV. MAIDEN NAME RESTORED.

It is agreed by and between the parties that upon entry of a Final Decree of Divorce incorporating this Agreement, the Wife shall be restored to her maiden name of Fife so that her legal name shall be Erika Lynnean Fife.

WITNESS OUR HANDS, this 23 day of July, 1998 as to the Wife, and this 24th day of July, 1998 as to the Husband.

Erika Lynnean Fife
Erika Lynnean Fife

Travis Weylan Webb
Travis Weylan Webb

STATE OF TN
COUNTY OF Davidson

Personally appeared before me, Erika Lynnean Fife, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 23 day of July, 1998

Angela M Smith
NOTARY PUBLIC

My Commission expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Travis Weylan Webb, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 24th day of July, 1998

NOTARY PUBLIC

My Commission expires: 11/28/98

It is, further, ORDERED, ADJUDGED, and DECREED that the costs of this cause should be and are hereby taxed to the Plaintiff, TRAVIS WEYLAN WEBB.

It is, further, ORDERED, ADJUDGED, and DECREED that the Defendant, ERIKA LYNNEAN WEBB, shall be restored to her maiden name, ERIKA LYNNEAN FIFE, and henceforth, Wife's legal name shall be ERIKA LYNNEAN FIFE.

The address of the parties at the time of the Final Decree of Divorce are as follows:

Wife	Husband
Erika Lynnean Webb 4966 Jackson's Mill Drive, NW Lilburn, GA 30047	Travis Weylan Webb 201 Dry Creek Pointe Court Goodlettsville, TN 37072

ENTERED THIS THE 17th DAY OF Nov., 1998.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY

TURNER LAW OFFICES, P.C.

Robert J. Turner
Supreme Court No. 015107
Attorney for Plaintiff
208 Third Avenue North, Suite 100
Nashville, TN 37201
(615) 259-2660

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by (X) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Erika Lynnean Webb
4966 Jackson's Mill Drive, NW
Lilburn, GA 30047

This the 17th day of November, 1998.

Robert J. Turner

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 NOVEMBER , 1998 , in the Case Number 98D2234 between WEBB, TRAVIS WEYLAN Plaintiff, and WEBB, ERIKA LYNNEAN Defendant, as same remains of record in Vol. 380 , Page 69813 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 19 day of MAY in the year two thousand and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By M England
Deputy Clerk