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

2000 DEC 13 PM 4:09

...R. CLERK

B Murray D.C.

SANDRA L. WAGGONER,	)	
Plaintiff/Wife,	)	
	)	
vs.	)	**DOCKET Nº 00D- 1867**
	)	
DON JEROME WAGGONER,	)	PICK-UP
Defendant/Husband.	)	

Davidson County DEEDDIV
Recvd: 01/02/01 15:55 12pgs
Fees:50.00 Taxes:0.00

20010102-0000695

FINAL DECREE

This cause came on to be heard on this the 13th day ofDecember, 2000, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for absolute divorce filed by Wife, and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; statement of counsel, and the entire record in this cause, from all of which this Court is of the opinion and so finds as follows:

That from the testimony presented to the Court, it appears that the parties hereto have irreconcilable differences in their marriage; it is therefore

ORDERED, ADJUDGED AND DECREED, that the Plaintiff/Wife, Sandra Waggoner, is hereby awarded an absolute divorce from the Defendant/Husband, Don Jerome Waggoner, on the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written, executed Marital Dissolution Agreement, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the fair and equitable settlement of any property rights between them. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY
TENNESSEE
AT NASHVILLE

FILED
2000 DEC 11 PM 3:26
RICHARD R. ROOKER, CLERK
D.C.

SANDRA L. WAGGONER **Plaintiff,**	)	
VS.	)	**Docket No. 00D-1867**
DON J. WAGGONER **Defendant.**	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between SANDRA L. WAGGONER, referred to herein as Wife, and DON J. WAGGONER, referred to as Husband;

WITNESSETH:

WHEREAS, the Husband and Wife were married on January 4, 1964, and resided together in that relationship until July 10, 2000, when they were separated; and,

WHEREAS, the Wife has filed on July 10, 2000, in the Circuit Court for Davidson County, Tennessee, a suit for divorce styled SANDRA L. WAGGONER VS.DON J. WAGGONER, Docket No. 00D-1867, 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:

The house and lot at 5631 Clovermeade Drive, Brentwood, TN 37027 previously titled to the parties as tenants by the entirety 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 the 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 any liability relative to the ownership of said property for which he indemnifies Wife and holds her harmless for the payment thereof. Husband shall pay directly to wife the sum of SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) on or before the 31st day of December 2005, representing her share of the interest in the marital home. Until such time as Wife receives payment in full she shall retain a lien on the property at 5631 Clovermeade Drive, Brentwood, TN 37027, more specifically described below, to secure the payment of the debt.

> Land in Davidson County, Tennessee, being Lot No 93, on the Plan of Section Eleven, Cloverland Acres, as of record in Plat Book 5200, Page 93, Register's Office for said County, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to DON J. WAGGONER and Wife, SANDRA L. WAGGONER by deed from Federal Home Loan Mortgage Corporation of record in Book 8841, Page 651, Register's Office for Davidson County, Tennessee.

Husband cannot convey any of his right, title and interest to the real property at 5631 Clovermeade Drive Brentwood, Tennessee 37027 until the Wife's lien has been satisfied in full and removed.

In the event that the real property at 5631 Clovermeade Drive, Brentwood, Tennessee 37027 is sold, transferred, or conveyed in violation of this paragraph, Wife shall have a right to immediately demand and receive from the Husband SEVENTY-FIVE THOUSAND ($75,000.00) DOLLARS.

Husband or his estate shall pay to the Wife SEVENTY-FIVE THOUSAND ($75,000.00) DOLLARS within thirty (30) days upon Husband's remarriage or death, and if payment is not made in accordance with the terms of this agreement, Wife may immediately place the house for sale at a price she determines.

Husband shall keep the real property at 5631 Clovermeade Drive, Brentwood, Tennessee 37027 in good repair and be responsible for all maintenance until Wife is paid the Seventy-Five Thousand ($75,000.00) Dollars and the lien removed.

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 1998 Honda Accord automobile, titled in the names of the parties jointly, is vested in the Wife and Husband is divested of any interest therein.

The 1995 Nissan pickup truck, titled in the names of the parties jointly, is vested in the Husband and Wife is divested of any interest therein.

The 1937 Ford automobile, which is untitled, is vested in the Husband and Wife is divested of any interest therein. There are no liens on any of these vehicles.

4. **BANK ACCOUNTS:**

Wife is awarded the SunTrust bank accounts in her individual name, free of any claim by the Husband. Husband is awarded the AmSouth bank accounts in his individual name, free of any claim by the Wife.

5. **DEBTS:**

There are no joint debts. Each of the parties shall be responsible for the payment of any debts in his or her individual name and each indemnifies and holds the other harmless for the payment of his or her individual debts.

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 law, contract or pursuant to the terms of this Agreement, the party against whom the 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.

6. **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:

ReliaStar 401K account

American Funds IRA

Van Kampen Roth IRA

SunTrust Certificate of Deposit #07032165750

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:

Fairfield Noble stock

Wiltruco IRA

American General annuity

Lincoln annuity

Husband's pension fund resulting from his employment with Yellow Freight Systems, Inc. shall be equally divided between the parties. A separate Qualified Domestic Relations Order shall be filed for the transfer of Wife's share of said funds. Husband shall transfer to Wife one-half any pension funds he may receive prior to the establishment of Wife's separate pension fund.

7. INCOME TAX:

Each of the parties shall be responsible for the payment of one-half the tax liability as the result of the liquidation of Mary L. Marsden trust accounts, the proceeds of which has been equally divided between the parties.

8. INSURANCE POLICIES:

Wife is awarded the Columbus Mutual whole life policy insuring her life. Husband relinquishes and is divested of all rights to and ownership of said policy.

Husband is awarded all other whole life policies including two Columbus Mutual policies, two Columbus Mutual/USAA policies and one Mutual Benefit policy. Wife relinquishes and is divested of all rights to and ownership of said policies.

9. ALIMONY:

Husband shall pay directly to Wife the sum of TWENTY-FIVE DOLLARS ($25.00) on the first day of each month as alimony in futuro, to be paid until her death or remarriage.

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

Court costs shall be paid by the Wife. Wife has been represented by HELEN S. ROGERS in the preparation and negotiation of this settlement agreement and in this matter. Husband has been advised to seek the advice of counsel and has either done so or chosen to represent himself. Each party shall pay all legal attorney fees, and any other professional fees, incurred by him and by her respectively in relative 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.

11. 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.

12. 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 any claim he or she would have in said property.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 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.

19. 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.

20. 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.

21. 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 6, 2000, and Wife has signed this Marital Dissolution Agreement on December 8, 2000.

Sandra L. Waggoner Don J. Waggoner

SANDRA L. WAGGONER **DON J. WAGGONER**

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, SANDRA L. WAGGONER, 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 8TH day of December 2000.

Notary Public

My commission expires: 3-27-2004

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DON J. WAGGONER, 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 8TH day of December 2000.

Notary Public

My commission expires: 3-27-2004

It is therefore, **ORDERED, ADJUDGED AND DECREED,** that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, are hereby approved by the Court and made a judgment hereof in all respects.

All costs of this cause shall be paid by the Plaintiff/Wife, for which execution may issue if necessary.

The addresses of the parties are as follows:

Sandra L. Waggoner
5631 Clovermeade Drive
Brentwood, Tennessee 37027

Don Jerome Waggoner
5631 Clovermeade Drive
Brentwood, Tennessee 37027

ENTERED this the 13th day of Dec, 2000

Muriel Robinson, Judge

APPROVED FOR ENTRY:

Helen S. Rogers, #7025
Attorney for Plaintiff/Wife
Wind in the Willows Mansion
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600
(615) 320-9933 (FAX)

CERTIFICATE OF SERVICE

The undersigned certifies that on the 12th day of December, 1999, all the persons listed below were served with a copy of the foregoing **Final Decree** at their respective addresses by the identified method:

Don Jerome Waggoner
5631 Clovermeade Drive
Brentwood, Tennessee 37027

✓ Deposit in the U.S. Mail
____ Hand Delivery
____ FAX
____ Overnight Delivery
____ Certified-Return Receipt Requested

Helen S. Rogers

Helen S. Rogers

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 13 day of DECEMBER , 2000 , in the Case Number 00D1867 between WAGGONER, SANDRA L. Plaintiff, and WAGGONER, DON JEROME Defendant, as same remains of record in Vol. 1580 , Page 289804 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 28 day of DECEMBER in the year two thousand and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

